



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
February 17, 2025 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

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

WORK SESSION

5:30 PM - Sustainable Dubuque

Lotus Engineering and City Staff will provide an overview of the City's greenhouse gas inventory, the 50% by 2030 reduction goal and what a science-based target would mean for the city.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Dubuque Military Chaplains Day (February 3, 2025)

On behalf of the Dubuque American Legion Post #6 and Veterans of Foreign Wars Post #508.

2. Dubuque Main Street's 40th Anniversary (2025)

On behalf of Dubuque Main Street.

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of February 3, 2025; Airport Commission of December 17, 2024; Housing Commission of October 22, 2024; Resilient Community Advisory Commission of January 9, 2025; Zoning Advisory Commission of January 8, 2025; Proof of Publication for City Council Proceedings of January 21, 2025.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Gerald Breitbach for vehicle damage; Robert Hochrein for vehicle damage; Kathryn Luher 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: Kathryn Luher 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. Resolution Supporting Iowa State Historic Preservation Tax Credit Part 2B Application for 1047 Bluff Street

City Manager recommending City Council review and approval of a Resolution of Support for the Iowa State Historic Preservation Tax Credit Part 2B Application for a project by Forward Investments Group LLC for a project at 1047 Bluff Street.

RESOLUTION In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By Forward Investments Group LLC For A Historic Rehabilitation Project At 1047 Bluff Street

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

6. Hy-Vee, Inc. 2023 Property Tax Appeal Stipulation of Settlement Notice

Senior Counsel transmitting notice of a Stipulation of Settlement for a 2023

property tax appeal filed by Hy-Vee, Inc. for their property located at Parcel No. 1017476005.

Suggested Disposition: Receive and File

7. Real Property Exchange Agreement between the City of Dubuque and Theisen's Warehouse, LLC.

City Manager recommending City Council adopt a resolution Accepting the Deed from Theisen's Warehouse LLC per the Real Property Exchange Agreement which was approved at the January 6, 2025 City Council meeting.

RESOLUTION Accepting The Deed To Certain Real Estate In Dubuque County, Iowa From Theisen's Warehouse, LLC

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

8. Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC

City Manager recommending City Council approval of the Assignment of Development Agreement by and among Novelty Iron Landlord, LLC, GT Novelty, LLC and GT Novelty Condos, LLC.

RESOLUTION Approving An Assignment Of Development Agreement By Novelty Iron Landlord, LLC To GT Novelty, LLC And GT Novelty Condos, LLC

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

9. First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C.

City Manager recommending City Council approval of the First Amendment to the Development Agreement with Millwork Flats, L.L.C.

RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Millwork Flats, L.L.C.

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

10. Housing Commission Appointment of Liaison to the Long Range Planning Advisory Commission

Housing Commission recommending City Council approval to appoint Commissioner Julietta Scott as the Housing Commission Liaison to the Long Range Planning Advisory Commission.

Suggested Disposition: Receive and File; Approve

11. Calendar Year 2024 Urban Revitalization Program Applications

City Manager recommending City Council adopt a resolution related to the 2024 Calendar Year applications for residential property tax abatement.

RESOLUTION Approving Property Tax Abatement Applications Submitted By Property Owners In Urban Revitalization Areas And Authorizing The Transmittal Of The Approved Applications To The City Tax Assessor

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

12. Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No.3

City Manager recommending City Council approval of the resolution for the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is in substantial compliance with the approved preliminary plat.

RESOLUTION Authorizing Approval Of The Final Plat Of Lots 129 Thru 136 And Lot J Of Silver Oaks Estates No. 3 In The City Of Dubuque, Iowa

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

13. Accepting Public Water Distribution System Improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in Dubuque County, Iowa

City Manager recommending City Council adopt the attached resolution accepting the public water distribution system improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in the City of Dubuque, Iowa.

RESOLUTION Accepting Public Water Distribution System Improvements In Kerrigan Heights Subdivision, In Dubuque County, Iowa

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

14. Acceptance of Grant of Easement for Storm Sewer Utility across Interstate Power and Light Company Property off Julien Dubuque Drive in Dubuque

City Manager recommending City Council acceptance of the Grant of Easement for storm sewer utility from Interstate Power and Light Company (Alliant) for a proposed storm sewer extension project across part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa, common address 80 Julien Dubuque Drive.

RESOLUTION Accepting A Grant Of Easement For Storm Sewer Utility Through, Under And Across Part Of Lot 2 Of Lot 1 Of Lot 1 Of Mineral Lot 13, In The City Of Dubuque, Iowa

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

15. 2024 Pavement Marking Project - Acceptance of Public Improvement Construction Contract - Project Code: 5521000013

City Manager recommending City Council adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of \$225,922.02 to Ostrom Painting and Sandblasting, Inc for the 2024 Pavement Marking Project.

RESOLUTION Accepting The 2024 Pavement Marking Project And Authorizing The Payment To The Contractor

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

16. Bloomberg's Youth Climate Action Grant Award Acceptance

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

Suggested Disposition: Receive and File; Approve

17. Approval of Retail Alcohol Licenses

City Manager recommending City Council approval of retail alcohol licenses as submitted.

RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits

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

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc.

City Manager recommending City Council adopt the attached resolution setting a public hearing for March 3, 2025, on a proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc. providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Among The City Of Dubuque, Iowa, FEH Realty, L.L.C., And FEH Associates, Inc., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

2. Setting Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd.

City Manager recommending City Council adopt the attached resolution setting a public hearing for March 3, 2025, on a proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. (DRA) including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On 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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

3. Second Amendment to the Dubuque Racing Association Lease

City Attorney recommending City Council schedule a public hearing for March 3,

2025 on the second amendment to the Dubuque Racing Association lease and the consent to the amended leasehold mortgage.

RESOLUTION Intent To Dispose Of An Interest In Real Property Through A Second Amendment To The Amended And Restated Lease Agreement With The Dubuque Racing Association, Ltd.

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

4. Initiate Bid Process and Set Public Hearing for the Bunker Hill Foundation Repair Project

City Manager recommending City Council preliminarily approve the construction plans and specifications; with a project estimate cost of \$319,880; and establish March 03, 2025, as the date of the public hearing and hereby authorize the Parks and Recreation Director to advertise bids for the Bunker Hill Foundation Repair Project through adoption of the attached resolution.

RESOLUTION Bunker Hill Foundation Repair 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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

5. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.1

City Manager recommending City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan, Version 2025.1 for the Dubuque Industrial Center Economic Development District and sets a public hearing on the proposed amendment for March 17, 2025.

RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.1 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.1 For Said District

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 17, 2025

6. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.2

City Manager recommending City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan, Version 2025.2 for the Dubuque Industrial Center Economic Development District and sets a public hearing on the proposed amendment for March 17, 2025.

RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.2 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public

Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.2 For Said District

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for March 17, 2025

7. Setting a Public Hearing for the adoption of the Public Housing Authority 5-Year Plan 2025-2029

City Manager recommending City Council set a public hearing for April 7, 2025, to receive input on the Annual Plan for the Public Housing Authority.

RESOLUTION Setting A Public Hearing To Review And Approve The Public Housing Authority 5-Year Plan 2025-2029

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for April 7, 2025

BOARDS/COMMISSIONS

1. Boards and Commission Application Review

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of Drahozal)

Applicant:

Rachel Boeke, 1241 Jackson St.

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Vacant term of Jacobs)

Two, 3-Year terms through June 29, 2025 (Vacant terms of Bakke and Christner)

Applicants:

Ashley Regan, 1100 N Booth St.

Alan Schumacher, 3035 Burlington St.

Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission

City code 16-10-1(H) states that if a vacancy occurs in a seat which requires that the appointee be a resident of the historic preservation district and for which there is no application from a qualified resident, the City Council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.

One, 3-Year Langworthy District term through July 1, 2026 (Vacant term of Dement)

One, interim term due to vacancies of the Old Main District, Cathedral District and the Langworthy District terms

Applicants:

Cole Hanson, 408 Burch St. (Qualifies for Interim)
Sandy Hockenberry, 1015 West 3rd St. (Qualifies for Langworthy District)
Adam Schwendinger, 570 West 11th St. (Qualifies for Interim)

2. Boards and Commission Appointments

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

Airport Commission

One, 4-Year term through September 14, 2028 (Vacant term of Clemenson)

Applicant:

Bob Woodward, 1048 Bonnie Ct.

Ron Vaughn, 2973 Castle Woods Ln. (Additional Applicant)

Cable Television Commission

One, 3-Year term through July 1, 2027 (Vacant term of Baumhover)

Applicant:

Tom Eckermann, 642 N Burden Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox)

One, 3-Year term through February 15, 2028 (Expiring term of Hinke)

Applicants:

Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative)

Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large)

Equity and Human Rights Commission

One 3-Year term through January 1, 2028 (Expired term of Jolet)

Applicants:

Talma Brown, 2004 Windsor Ave.

Maitha Jolet, 1911 Johnson St. (Additional Applicant)

Traci Phillipson, 2120 Rhomberg Ave.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2027 (Vacant term of Heim)

Applicant:

Lucian Paucean, 3145 Arbor Oaks Dr.

Long Range Planning Advisory Commission

One, 3-Year term through July 1, 2025 (Vacant term of Gross)

Applicant:

Jason Davis, 3363 Kimberly Dr.

Transit Advisory Board

One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich)
Applicant:
Talma Brown, 2004 Windsor 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. Request to Rezone Property on Harrison Street

Proof of publication on notice of public hearing to consider a request from Wes Wedewer to rezone the NE Corner of Harrison and Camp Street (PIN# 1025478010) from CS Commercial Service and Wholesale to C-3 General Commercial zoning district, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At Harrison Street (PIN 1025478010) From CS Commercial Service And Wholesale District To C-3 General Commercial District

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

2. Request to Rezone Property on Cedar Cross Road

Proof of publication on notice of public hearing to consider a request from Joel Callahan, Callahan Construction, to rezone property at Cedar Cross Road from C-3 General Commercial to Planned Unit Development with PR-Planned Residential designation, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Reclassifying Hereinafter Described Property From C-3 General Commercial To PUD Planned Unit Development District With PR Planned Residential Designation And Adopting A Conceptual Development Plan

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

3. Southgate Drive Sanitary Sewer Improvements Project

Proof of publication on notice of public hearing to consider City Council approval of the plans, specifications, form of contract and estimated construction cost of \$193,600.00 for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Southgate Drive Sanitary Sewer Improvement Project

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

4. Fuel Island Rehabilitation Project - Public Hearing - Project No. 5429900018

Proof of publication on notice of public hearing to consider City Council adopt the resolution of the proposed plans, specifications, form of contract, and construction

estimate cost of \$1,355,888.00 for the Fuel Island Rehabilitation Project, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Fuel Island Rehabilitation

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

5. Planned Unit Development Amendment for Estates of Dubuque

Proof of publication on notice of public hearing to consider a request from Mike Dalsing, Estates of Dubuque, to amend the Planned Unit Development by updating the conceptual development plan and establishing bulk regulations, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 28-21 And Adopting A PUD Planned Unit Development With A PR Planned Residential District Designation And Conceptual Development Plan For Estates Of Dubuque Development

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

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. Final Plat of Vintage Estates No. 2

Zoning Advisory Commission recommending that the City Council approve the Final Plat of Vintage Estates No. 2.

RESOLUTION Approving The Final Plat Of Vintage Estates No. 2, In The City Of Dubuque, Iowa

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

2. Proceedings to Complete Action on Issuance of \$6,420,000 Tax-Exempt General Obligation Bonds, Series 2025A, \$8,370,000 Taxable General Obligation Bonds, Series 2025B, and \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C

City Manager recommending City Council approval of the suggested proceedings to complete the action required on the recent Series 2025A, 2025B, and Series 2025C General Obligation Bonds.

RESOLUTION Authorizing and approving a Loan Agreement, providing for the issuance of \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A, and providing for the levy of taxes to pay the same

RESOLUTION Authorizing and approving a Loan Agreement, providing for the issuance of \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and providing for the levy of taxes to pay the same

RESOLUTION Authorizing and approving a Loan Agreement, providing for the issuance of \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and providing for the levy of taxes to pay the same

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

3. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Award Public Improvement Construction Contract

City Manager recommending City Council award the construction contract for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project through the adoption of the enclosed resolution to Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$26,557,106.00.

RESOLUTION Awarding Public Improvement Construction Contract For The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)

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

4. 2025 Healthy Homes Production Grant Award

City Manager recommending City Council accept and approve \$2,000,000 for the Healthy Homes Production grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.

RESOLUTION Retroactively Authorizing The Filing Of A HUD-1044 Assistance Award For The Healthy Homes Production Grant With The United States Department Of Housing And Urban Development

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

5. 2025 Older Adult Home Modification Grant Award

City Manager recommending City Council accept and approve \$1,431,743.21 for the Older Adult Home Modification grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.

RESOLUTION Retroactively Authorizing The Filing Of A HUD-1044 Assistance Award For The Older Adult Home Modification Grant With The United States Department Of Housing And Urban Development

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

6. Departmental Name Changes, Code of Ordinances Updates

City Attorney recommending City Council adopt ordinance updates related to the changing of City department names.

ORDINANCE Amending City Of Dubuque Code Of Ordinances: • Title 2 Boards And Commissions, Chapter 4 Civic Center Advisory Commission, Section 2-4-2

Purpose • Title 9, Motor Vehicles And Traffic, Chapter 7 Operation, Division 3 Operation Of Motorcycles And Motorized Bicycles, Section 9-7-321.275a Use Of Bicycles, Motorcycles In Parks • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-1 Definitions • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-3 Horsedrawn Vehicles, Riding Of Animals Restricted • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-16 Meetings And Gatherings • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-22 Open Season And Hours Generally

ORDINANCE Amending City Of Dubuque Code Of Ordinances: • Title 1 Administration, Chapter 7 City Officers And Employees, Section 1-7-1 Bonds Of Officers And Employees • Title 2 Boards And Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3-13 Powers • Title 2 Boards And Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3-14 Reports Provided • Title 12 Airport, Chapter 4 Airport Commission, Section 12-4-13 Powers • Title 13 Public Utilities, Chapter 4 Stormwater Management, Section 13-4-13 Expenses Of Collection Of Charges

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

7. Work Session Request: Public Presentation of the The Sports Complex Feasibility Study

City Manager recommending the City Council schedule a work session at 5:15 p.m. on March 17, 2025 for a Public Presentation of The Sports Complex Feasibility Study by RDG Planning & Design and Johnson Consulting.

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: 5:30 PM - Sustainable Dubuque

SUMMARY: Lotus Engineering and City Staff will provide an overview of the City's greenhouse gas inventory, the 50% by 2030 reduction goal and what a science-based target would mean for the city.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. SD Quarterly Work Session Agenda_February 2025
3. Sustainable Dubuque Work Session_CityCouncil_PPT_FINAL_02172025

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

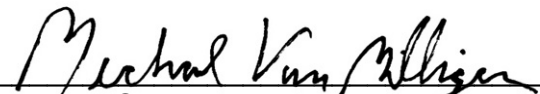
SUBJECT: Sustainable Dubuque Quarterly Work Session Agenda

DATE: February 11, 2025

Director of Sustainability Gina Bell is submitting information for the quarterly Sustainable Dubuque Work Session scheduled for Monday, February 17, 2025, at 5:30 p.m. in the City Council Chambers.

Sustainability staff worked with Lotus Engineering to prepare a presentation about greenhouse gas inventories including business as usual models and science-based targets.

The presentation will give an overview of the City's greenhouse gas inventory, the 50% by 2030 reduction goal and what a science-based target would mean for the city.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gina Bell, Director of Sustainability

TO: Michael Van Milligen, City Manager

FROM: Gina Bell, Director of Sustainability

SUBJECT: Sustainable Dubuque Quarterly Work Session Agenda

DATE: February 5, 2025

The purpose of this memo is to set the agenda for the quarterly Sustainable Dubuque Work Session scheduled for Monday, February 17, 2025, at 5:30 p.m. in the City Council Chambers.

Sustainability staff worked with Lotus Engineering to prepare a presentation about greenhouse gas inventories including business as usual models and science-based targets.

The presentation will give an overview of the City's greenhouse gas inventory, the 50% by 2030 reduction goal and what a science-based target would mean for the city.

To end, we will share options to move forward and how City Council can continue to support our sustainability goals which make Dubuque more livable, viable and equitable.

Thank you.

Sustainable Dubuque Work Session - Greenhouse Gas Emissions

Rachel Meier, Senior Associate
Natalie Cross, Research
Associate

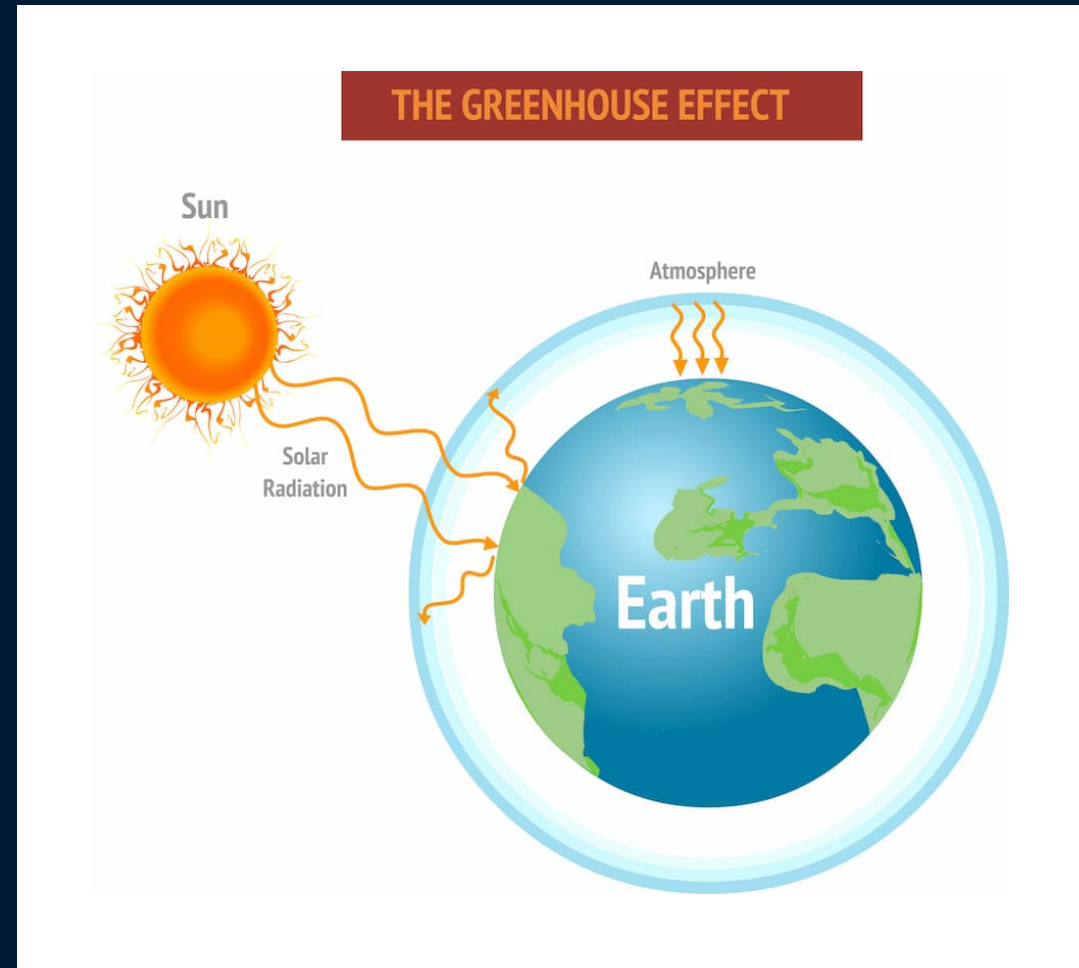


LOTUS
Engineering & Sustainability

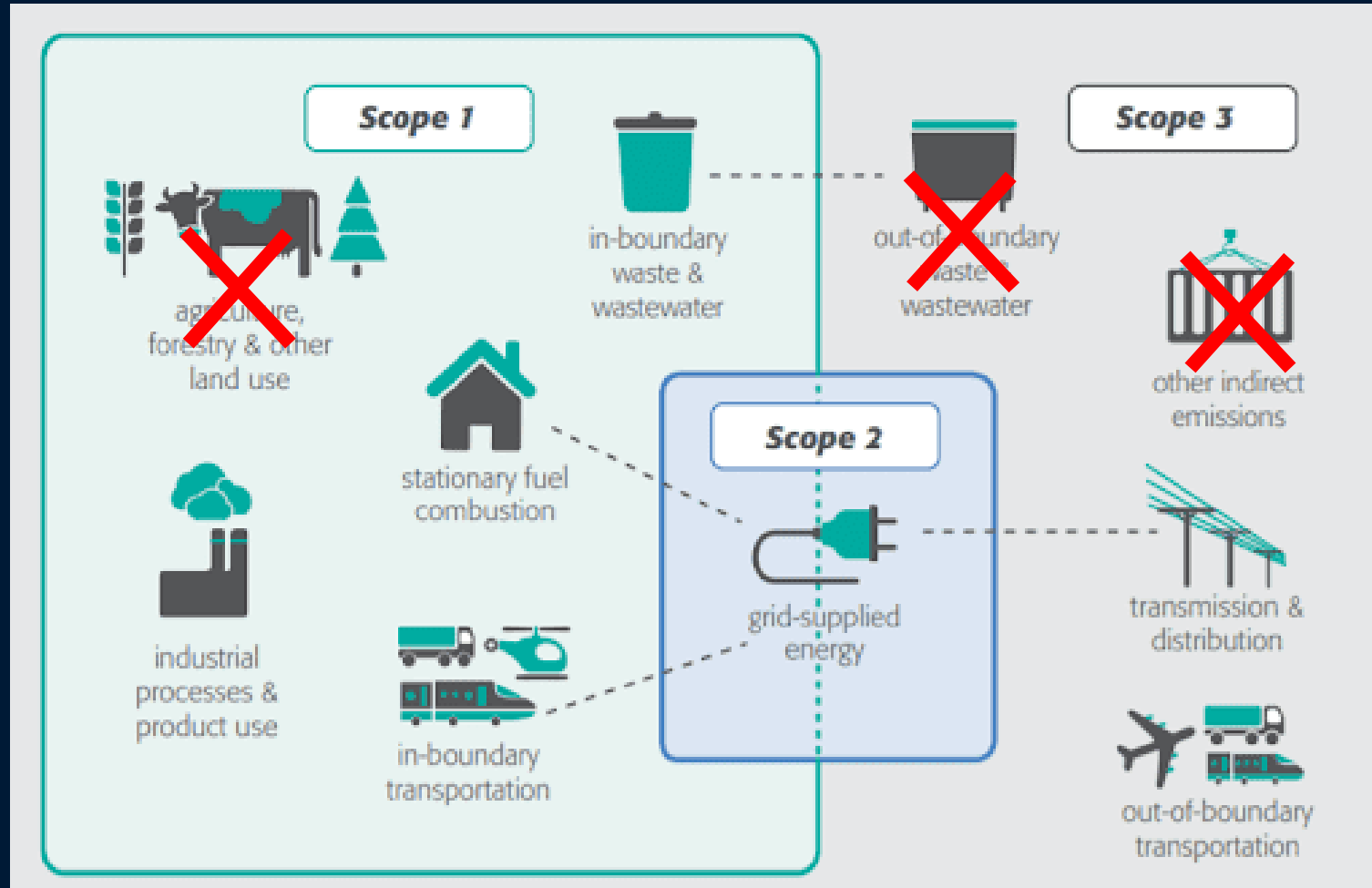
THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

GHGs and Climate Change

- Greenhouse gases (GHGs) create a buffer in Earth's atmosphere.
- More GHGs in the atmosphere = more heat trapped in the atmosphere.
- This can lead to increased temperatures, extreme precipitation, flash flooding, worse air pollution, etc.
- Decreasing emissions can help mediate these environmental changes.



What are GHG Inventories?



New Emission Sources for 2022

Dubuque has been tracking greenhouse gas (GHG) emissions since 2003. All previous inventories were completed by volunteers and students at the University of Northern Iowa. Dubuque measured several emission sources from 2003 to 2018 and Lotus added new sources to the 2022 inventory.

2018 Sources

- Residential electricity
- Residential natural gas
- Commercial and industrial (C&I) electricity
- C&I natural gas
- Gasoline on-road vehicles
- Diesel on-road vehicles
- Landfill gas

New 2022 Sources

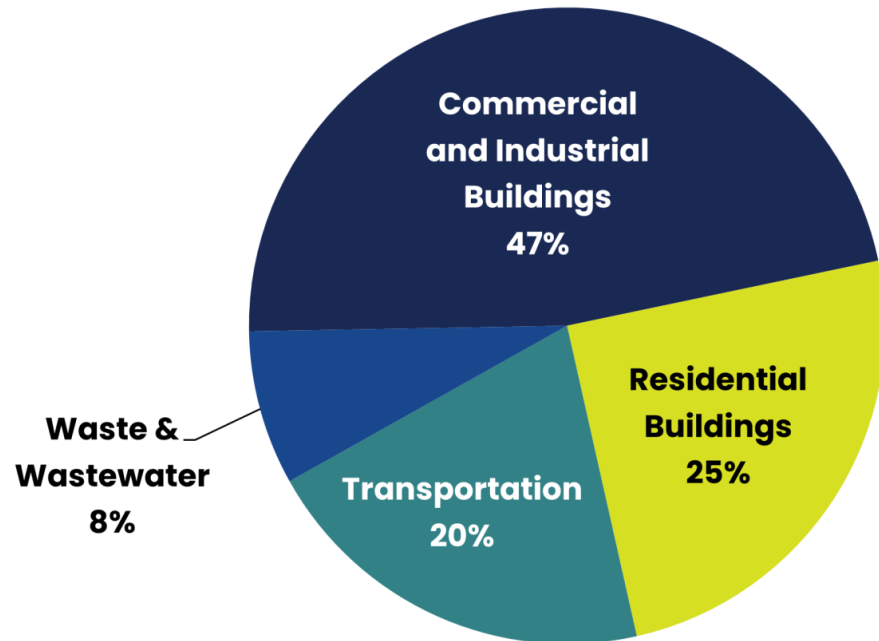
- Residential propane
- Residential fugitive emissions
- Residential transmission & distribution (T&D) losses
- C&I propane
- C&I stationary diesel
- C&I T&D losses
- On-road electricity
- On-Road T&D Losses
- Transit
- Railways
- Aviation
- Waterborne activity
- Composted waste
- Wastewater
- Refrigerant leakage

Methodology Comparisons: 2018 and 2022

- The IPCC's Sixth Assessment Report was used for CH₄, N₂O, and R-134a GWPs (Dubuque previously used the Fifth Assessment Report.)
- Lotus used electricity data from Alliant Energy/Interstate Power and Light (Dubuque previously used EPA eGRID state-level data).
- For on-road transportation, Lotus used emission factor data from the EPA and VMT data from Google EIE (Dubuque previously used emission factors from ICLEI and VMT from Iowa DOT).
- Lotus used waste data from Dubuque Municipal Landfill's EPA report (Dubuque previously used data from the Dubuque Metropolitan Area Solid Waste Agency's summary report).

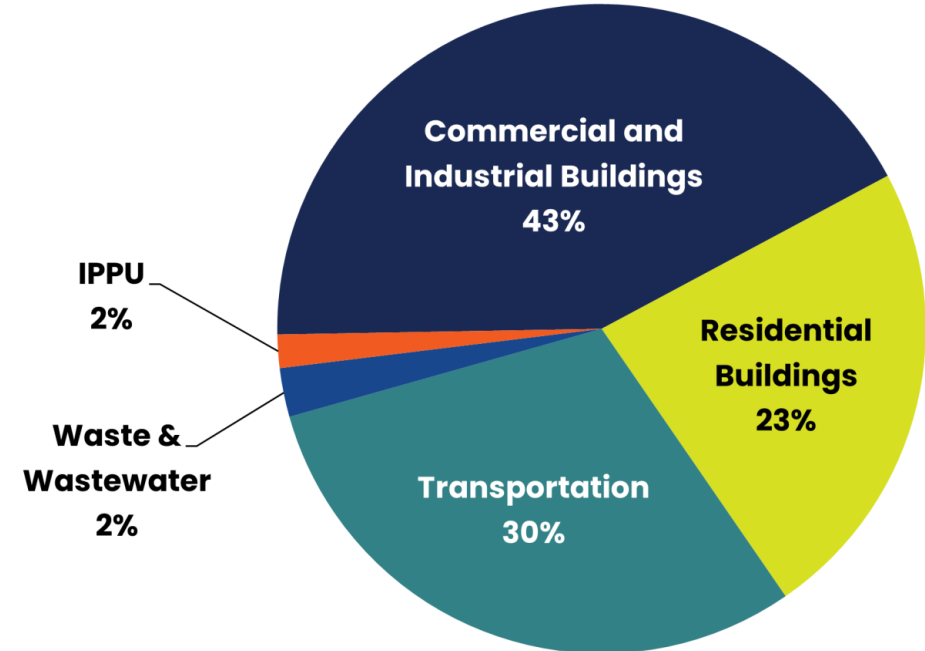
Emissions by Sector: 2018 and 2022

9% decrease
in emissions
between 2018
and 2022



2018

819,408 mt CO₂e



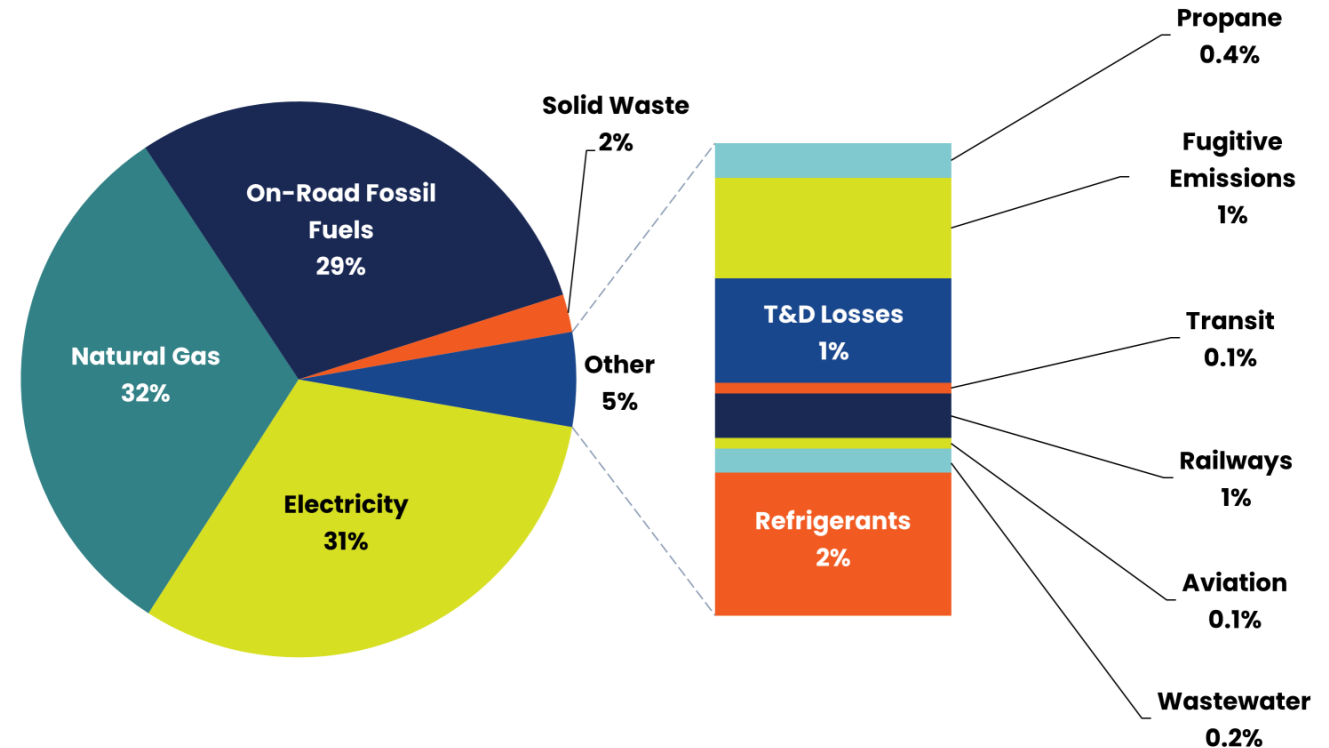
2022

744,112 mt CO₂e

Emissions by Source: 2022

Notable Trends:

- The largest emission sources are natural gas (32%), electricity (31%), and on-road fossil fuels (29%).
- Solid waste makes up 2% of total emissions.
- All other emission sources make up 5% of total emissions.



Benchmarking

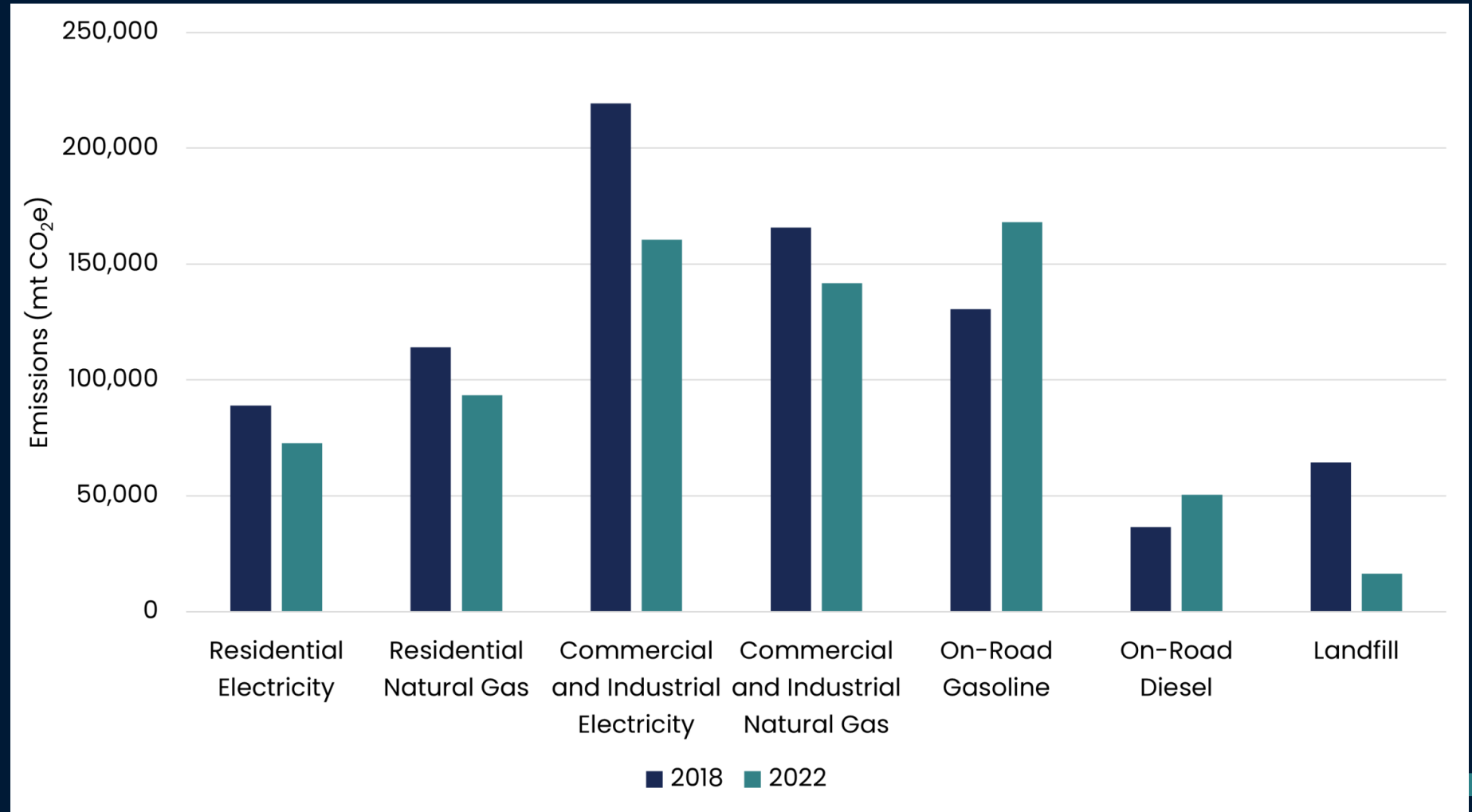
	Inventory Year	Total Emissions	Population	Number of Households	Emissions per Capita	Emissions per Household
Dubuque, IA	2022	744,112	58,873	24,850	13	30
Iowa City, IA	2021	787,993	74,582	30,720	11	16
La Crosse, WI	2020	667,101	51,543	21,239	13	31
Rochester, MN	2020	1,265,047	117,134	48,468	11	26
Des Moines, IA	2019	2,622,472	214,200	91,045	12	29
Winona, MN	2019	260,000	26,854	10,509	10	26

*Not all cities listed below have updated inventories for 2022, so their most recent inventory data were used.

Emissions Over Time: Comparable Sources

Notable Trends:

- Building energy usage emissions **decreased** between 2018 and 2022.
- On-road vehicle emissions **increased**.
- The landfill began capturing landfill gas, decreasing its emissions 75%.



Emissions Over Time: All Emission Sources



Science-Based Target

Dubuque's science-based emissions reduction target is 62.4% by 2030.

- Lotus used the One Planet City Challenge's (OPCC) approach to calculate Dubuque's science-based target.
- This approach uses the following data points:
 - US Human Development Index Score (HDI)
 - Population projections for Dubuque
 - Baseline year (2018) scope 1 and 2 emissions totals
 - Baseline year (2018) community population

Science-Based Target cont'd.

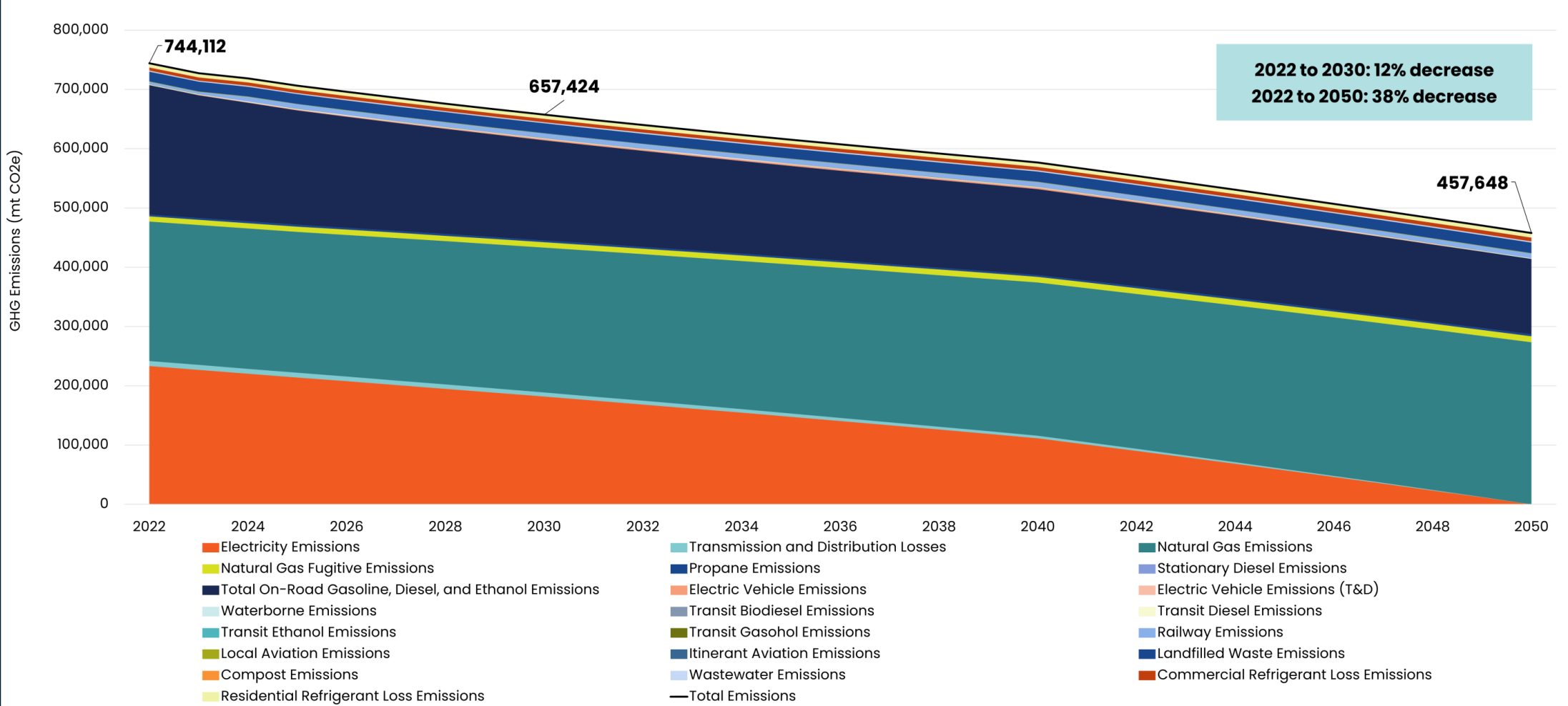
5-Year Summary	2018	2022	2030	2035	2040	2045	2050
Absolute Emissions Target (mt CO2e)	819,408	734,531	~308,000	~231,000	~154,000	~77,000	0
Emissions Reduction Target %	N/A	-10%	-62%	-72%	-81%	-91%	-100%

*Reductions are based on a 2018 baseline and only take into account scope 1 and 2 emissions.

Science-Based Target cont'd.

Sector-based % Reduction	2022	2030	2035	2040	2045	2050
Stationary Energy	-18%	-65%	-73%	-82%	-91%	-100%
Transportation	34%	-49%	-62%	-75%	-87%	-100%
Waste and Wastewater	-72%	-86%	-89%	-92%	-95%	-100%
IPPU (Refrigerants)	N/A	-51%	-60%	-71%	-83%	-100%

Business-As-Usual Model



Business-As-Usual Model cont'd.

Overall, emissions are expected to **decrease 38%** between 2022 and 2050. The following emission sources are projected to either increase or decrease.

Increase

- Natural gas
- Fugitive emissions from natural gas
- Railway activity
- Waste
- Wastewater
- Refrigerants

Decrease/Switch

- Electricity
- T&D losses from electricity
- Fossil fuel vehicles
- Electric vehicles

What Can Dubuque Do?

1. Inform and educate Dubuque residents. Community outreach!
2. Reduce natural gas and fossil fuel emissions through electrification, energy efficiency, and EV adoption strategies.
3. Lead by example. Implement climate actions as a municipality.
 1. Electrify city buildings, city fleet, and transit vehicles.
 2. Increase waste diversion at city facilities.
4. Use city funds to incentivize adoption of stricter building codes.
5. Continue the Sustainable Dubuque Community Grants program and youth climate action grants.



Success in Other Municipalities

**Rebates for
electric bikes
and vehicles**



**E-bike
sharing
programs**



**Single hauler
waste
ordinances**



**Expand
compost
hauling
services**



**Sustainable
building
codes**



**Educate
about co-
benefits of
natural areas**



**Incentives for
energy
efficiency
and
electrification**



Looking Forward

- Long-term financial benefits:
 - Social cost of carbon.
 - Potential natural disasters.
 - Utility and maintenance cost savings.
 - Resilience building for disproportionately-impacted communities.
- Think past 2030:
 - SBTs go to 2050.
 - Invest in climate-friendly infrastructure and public transit.
 - Focus on bite-sized pieces that add up over time.
 - Continue outreach & education.
 - Long-term, sustainable funding source.





Questions?



LOTUS
Engineering & Sustainability

rachel@lotussustainability.com
natalie@lotussustainability.com

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Dubuque Military Chaplains Day (February 3, 2025)
SUMMARY: On behalf of the Dubuque American Legion Post #6 and
Veterans of Foreign Wars Post #508.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation

PROCLAMATION

WHEREAS, every year, Chaplains Day is a time to reflect on the service of those chaplains who made the ultimate sacrifice while serving their God and our nation; and

WHEREAS, February 3rd, 2025, marks the 82nd anniversary of the sinking of the USAT Dorchester, which carried to their deaths four U.S. Army chaplains of three faiths who stood united in prayer as the ship went down; these four chaplains sacrificed their lives by giving their life jackets to save others. The heroic deeds of Chaplains Lt. George L. Fox (Methodist Priest), Lt. Alexander D. Goode (Jewish Rabbi), Lt. Johnny P. Washington (Roman Catholic Priest), and Lt. Clark V. Poling (Dutch Reformed Minister), are an inspiring example of real brotherhood to the people of the world; and

WHEREAS, on December 7, 1941, Navy Lt. Junior Grade Aloysius H. Schmitt, a 1932 graduate of Loras College (then Columbia College) in Dubuque, Iowa, heroically sacrificed his life aboard the USS Oklahoma during the Japanese attack on Pearl Harbor. Trapped in a compartment with others, he helped several sailors escape through a small porthole and, when it was his turn, chose to stay behind to save more lives. Father Schmitt was the first chaplain of any faith to die in World War II; and

WHEREAS, on May 4, 1966, Major William Joseph Barragy, a Loras College graduate, became the first chaplain to fall in combat during the Vietnam War. Serving as a brigade chaplain, Father Barragy died in a Chinook helicopter crash (CH-47A, tail number 63-13138) from the 147th Assault Support Helicopter Company "Hill Climbers." The crash, caused by a fire in the transmission, claimed the lives of all 20 onboard, including 5 crew members and 15 passengers from the 101st Infantry Division's 2nd Battalion, 502nd Infantry; and

WHEREAS, the Dubuque American Legion Post #6, Veterans of Foreign Wars Post 508, Disabled American Veterans Unit #6, Dubuque Marine Corps League, Tristate Women Warriors, Tristate Vietnam Veterans Association, and University of Dubuque Reserve Officer Training Corps (ROTC), proudly honor all chaplains who sacrificed their lives for freedom and justice, ensuring their ultimate loss was not in vain.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 3RD DAY OF FEBRUARY 2025, AS

"DUBUQUE MILITARY CHAPLAINS DAY"

IN THE CITY OF DUBUQUE, IOWA, ASK ALL RESIDENTS TO HONOR THOSE CHAPLAINS WHO DIED IN COMBAT WHILE SERVING OUR COUNTRY.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Dubuque American Legion Post #6 Past Commander Bob Felderman. VFW Post 508 Service Officer Janet Grass will accept the Proclamation.

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Dubuque Main Street's 40th Anniversary (2025)
SUMMARY: On behalf of Dubuque Main Street.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

PROCLAMATION

WHEREAS, in the early 1980s, due to crippling economic hardship for our two major employers, the City of Dubuque was experiencing the highest unemployment rate in the country, and the downtown first-floor vacancy rate had reached 55 percent; and

WHEREAS, in 1985, City officials and Downtown Business leaders became a pilot public/private partnership in the inaugural Urban Main Street program, introduced by Main Street America, to seek city center revitalization through a four-point approach consisting of Historic Preservation Design, Business Improvement, Promotion, and Organization; and

WHEREAS, in 40 years of dedicated work by Dubuque Main Street, as the only continuously running urban Main Street program in America, and its partners; and through technical assistance, professional development, incentive programs, cultural events, and a network of peers through Main Street America and Main Street Iowa, Downtown Dubuque stakeholders have elevated the District to become a national leader for preserved historic architecture, adaptive reuse of buildings, and sustainable job growth; and

WHEREAS, this momentum is exemplified by significant achievements, including more than \$925 million in private investments, 539 business starts, more than \$13.5 million in public investments, 236,888 recorded volunteer hours, and the creation of over 3,400 net jobs in the downtown alone, alongside countless grants, awards, and recognitions; and

WHEREAS, over the past four decades, downtown Dubuque has not only become a model of revitalization but has also flourished as a vibrant hub for cultural activities, community events, and artistic expression, enriching the lives of residents and visitors alike; and

WHEREAS, despite these successes, the work of downtown development remains incremental and requires continuous reimagining and a renewed commitment to sustain and build upon the progress made.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM 2025 AS

“DUBUQUE MAIN STREET’S 40TH ANNIVERSARY”

IN THE CITY OF DUBUQUE, IOWA AND RECOGNIZE THE ENDURING EFFORTS OF DUBUQUE MAIN STREET, ITS PARTNERS, AND THE BROADER COMMUNITY IN TRANSFORMING DOWNTOWN DUBUQUE INTO A THRIVING, HISTORIC, AND CULTURALLY RICH DISTRICT.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC, City Clerk

2025: Submitted by: Dubuque Main St. Executive Committee. Accepted by Creed Waelchi.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of February 3, 2025; Airport Commission of December 17, 2024; Housing Commission of October 22, 2024; Resilient Community Advisory Commission of January 9, 2025; Zoning Advisory Commission of January 8, 2025; Proof of Publication for City Council Proceedings of January 21, 2025.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 2 3 25 City Council Proceedings
2. Airport Commission Minutes
3. Housing Commission Minutes
4. Resilient Community Advisory Commission Minutes
5. Zoning Advisory Commission Minutes
6. Proof_City Council Proceedings 1.21.25

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

The Dubuque City Council met in special session at 6:00 p.m. on February 3, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Travel Dubuque's Annual Update.

**WORK SESSION
Travel Dubuque Annual Update**

Travel Dubuque President and CEO Keith Rahe provided the organization's annual presentation. In response to City Council's questions, Rahe emphasized the importance of hotels in supporting conferences and noted that creating an indoor sports facility would likely result in high demand.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:26 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on February 3, 2025, 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

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of January 21, 2025; Airport Commission of October 22, 2024; Arts and Cultural Affairs Advisory Commission of October 22, 2024; Civil Service Commission of January 17, 2024; Historic Preservation Commission of November 21, 2024; Park and Recreation Commission of December 10, 2024; Zoning Board of Adjustment of December 19, 2024; Proof of Publication for City Council Proceedings of January 6, 2025. Upon motion the documents were received and filed.

2. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 29-25 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.

3. Letter of Interest: Community Foundation of Greater Dubuque Press Forward Infrastructure Grant: Upon motion the documents were received, filed, and approved.

4. Notification of Arts & Cultural Affairs Advisory Commission Grants Application Modification: Upon motion the documents were received, filed, and approved.

5. March/April 2025 City News Newsletter: Upon motion the documents were received and filed.

6. Updated Handout - New Housing Creation: Upon motion the documents were received and filed.

7. First Amendment to Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank Fabrication, Inc.: Upon motion the documents were received and filed, and Resolution No. 30-25 Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc. was adopted.

8. Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condo, LLC: Upon motion the documents were received and filed, and Resolution No. 31-25

Approving An Assignment Of Development Agreement By Novelty Iron Landlord, LLC To GT Novelty, LLC And GT Novelty Condo, LLC was adopted.

9. Acceptance of Public Off-site Roadway and Utility Improvements at the Intersection of Seippel Road and Airborne Road Adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 32-25 Accepting Public Off-Site Roadway And Utility Improvements At The Intersection Of Seippel Road And Airborne Road Adjacent To Lot 1 Of Airborne Place, In The City Of Dubuque, Iowa was adopted.

10. Acceptance of Certain Subdivision Improvements in North Grandview Estates No. 2, in the City of Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 33-25 Accepting Public Improvements In North Grandview Estates No. 2, In The City Of Dubuque, Iowa was adopted.

11. Bunker Hill Irrigation Replacement Phase 3 Project-Reject Bid: Upon motion the documents were received and filed, and Resolution No. 34-25 Rejection Of Competitive Bid Proposal For The Bunker Hill Irrigation Replacement Project Phase 3 was adopted.

12. Analysis of Impediments to Fair Housing: Upon motion the documents were received and filed, and Resolution No. 35-25 Adopting The FY2025 Analysis Of Impediments To Fair Housing was adopted.

13. Signed Contract(s): Usage Agreement with Clarke University for Veterans Memorial Park Field 2; Peerless Well and Pump, Incl for the Well 2 Emergency Repairs. Upon motion the documents were received and filed.

14. Adoption of Supplement Number 2025 S-15 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 36-25 Adopting Supplement No. 2025 S-15 To The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

15. Approval of Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 37-25 Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A 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. Southgate Drive Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing - Project No. 5581500048: Upon motion the documents were received and filed and Resolution No. 38-25 Southgate Drive Sanitary Sewer Improvement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 17, 2025 in the Historic Federal Building.

2. Fuel Island Rehabilitation Project - Initiate Public Improvement Bidding Process - Project Number 5429900018: Upon motion the documents were received and filed and Resolution No. 39-25 Fuel Island

Rehabilitation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 17, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Airport Commission: One, 4-Year term through September 14, 2028 (Vacant term of Clemenson). Applicant: Bob Woodward, 1048 Bonnie Ct. Woodward spoke in support of his application.

2. Cable Television Commission: One, 3-Year term through July 1, 2027 (Vacant term of Baumhover). Applicant: Tom Eckermann, 642 N Burden Ave. Mr. Eckermann spoke in support of his application.

3. Community Development Advisory Commission: One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox); One, 3-Year term through February 15, 2028 (Expiring term of Hinke). Applicants: Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative); Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large). Breitfelder stated that both applicants submitted written input.

4. Equity and Human Rights Commission: One 3-Year term through January 1, 2028 (Expired term of Jolet). Applicants: Talma Brown, 2004 Windsor Ave.; Traci Phillipson, 2120 Rhomberg Ave. Breitfelder stated that Brown submitted written input.

5. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2027 (Vacant term of Heim). Applicant: Lucian Paucean, 3145 Arbor Oaks Dr.

6. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2025 (Vacant term of Gross). Applicant: Jason Davis, 3363 Kimberly Dr. Breitfelder stated that Davis submitted written input.

7. Transit Advisory Board: One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich). Applicant: Talma Brown, 2004 Windsor Ave. Breitfelder stated that Brown submitted written input.

PUBLIC HEARINGS

1. ImOn Ice Arena Dehumidification System Upgrade Project- Public Hearing - Project No. 2849900004: Motion by Jones to receive and file the documents and adopt Resolution No. 40-25 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The ImOn Ice Arena Dehumidification System Upgrade Project. Seconded by Resnick. In response to City Council questions, Assistant City Engineer Bob Schisel explained that acquiring a separate sheet of ice for the arena would require a separate dehumidification system. He also stated that while the city explored adding air conditioning and an emergency generator, budget constraints prevented their inclusion. Motion carried 7-0.

ACTION ITEMS

1. Dubuque Police Department 2024 Awards and Recognition Program: Motion by Farber to receive and file the documents and hear the presentation. Seconded by Sprank. Captain Bruce Deutsch presented on the Police Department's 2024 awards and recognition program which occurred on January 16, 2025. City Council Members praised the department for highlighting its annual achievements and recognizing Veterinarian Dr. Robin Mundt for her support of area responders' K-9s. Motion carried 7-0.

2. Proceedings for Directing Sale of not to exceed \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and Awarding Bonds to Best Bidder: Motion by Jones to receive and file the documents and adopt Resolution No. 41-25 Awarding General Obligation Corporate Purpose Bonds, Series 2025A; Resolution No. 42-25 Awarding Taxable General Obligation Corporate Purpose Bonds, Series 2025B; and Resolution No. 43-25 Awarding Taxable General Obligation Urban Renewal Bonds, Series 2025C. Seconded by Roussell. Tionna Pooler of Independent Public Advisors provided an overview of the bond sales. In response to questions, she explained the full value per capita measure, outlined strategies to improve the city's bond rating, and summarized the difference between federally tax-exempt and federally taxable bonds. City Council Members thanked Pooler for her clear explanations of the bond process. Motion carried 7-0.

3. Banking Services Agreement: Motion by Jones to receive and file the documents and approve the Banking Services Agreement with Dubuque Bank & Trust. Seconded by Farber. Van Milligen noted that since these materials were finalized, Dubuque Bank & Trust has become affiliated with UMB, and this change will be reflected in the final agreement. In response to a question, Brumwell clarified that the agreement's terms reference Exhibits A and B. City Council Members expressed appreciation for Dubuque Bank & Trust retroactively dating the agreement to September 1, 2024, which resulted in additional interest for the city. Motion carried 7-0.

4. City Focus Magazine - February 2025 Issue: Motion by Roussell to receive and file the documents. Seconded by Sprank. City Council Members praised the issue, describing it as a well-written summary of recent initiatives in Dubuque. Motion carried 7-0.

5. Work Session Requests: Greater Dubuque Development Corporation Updates: Motion by Roussell to receive and file the documents and schedule the work sessions for April 21, 2025; July 21, 2025; October 20, 2025; and January 20, 2026, all starting at 6:00 p.m. Seconded by Resnick. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on attending a local emergency planning committee meeting, the Dubuque Area Chamber of Commerce's business forecasting event. Jones and Resnick both acknowledged the recent passing of former Public Works Director Don Vogt.

Wethal reported on her involvement in a community initiative on school safety.

Cavanagh reported on the recent temporary freeze of federal funds, an upcoming Air Service Forum, the City receiving another round of Bloomberg Philanthropies Youth Climate Action funding, and his recent meeting with state legislators in Des Moines.

Farber reported on the League of Women Voters Cracker Barrel event.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:36 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(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 8:53 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:53 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, December 17, 2024
4:00 p.m.

Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Doug Brotherton, Mariann Kurtz Weber, Mike Phillips

ABSENT: Sue Clemenson

STAFF: Todd Dalsing, Mark Beasley (on phone), Dan Klaas (on phone), Cheryl Sheldon

GUESTS: None

PUBLIC INPUT

None.

AIRPORT COMMISSION MINUTES

Commissioner Blocker moved to approve the minutes of the October 22, 2024, meeting, and Commissioner Kurtz Weber seconded the motion. This motion passed unanimously.

OLD BUSINESS

01. REVIEW AIRPORT STATISTICS

Director Dalsing mentioned that aviation fuel sales were similar to the previous year.

NEW BUSINESS

ACTION ITEMS

02. RUNWAY MARKINGS IMPROVEMENT PROJECT DESIGN RESOLUTION

Commissioner Brotherton made a motion to accept Resolution No. A1600-1-2024 Authorizing an Agreement for Engineering Services for Runway Markings Improvement Construction Project Design, Bidding, Construction Administration, and Construction Observation Services. Commissioner Blocker seconded the motion. This motion passed unanimously.

This project includes removing and replacing all pavement markings on Runway 18/36 and Runway 13/31 and adjacent taxiway pavement markings, between the runway and the runway holding position markings.

03. FAA AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP) FY26 RESOLUTION

Commissioner Kurtz Weber made a motion to accept Resolution No. A1700-1-2024 for Endorsement of Federal Aviation Administration Airport Capital Improvement Program Application for the Dubuque Regional Airport. Commissioner Brotherton seconded the motion. This motion passed unanimously.

As a recipient of Federal financial assistance, DBQ is required by the FAA to submit an annual five-year Airport Capital Improvement Program (ACIP).

04. CONSTRUCT TERMINAL BUILDING EXIT LANE IMPROVEMENTS RESOLUTION

Commissioner Kurtz Weber made a motion to accept Resolution No. A1800-1-2024 for 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 Construct Terminal Exit Lane Improvements Project. Commissioner Brotherton seconded the motion. This motion passed unanimously.

Exit lane technologies are integrated security devices that provide access control to prevent wrong way movement through an airport exit lane by unauthorized personnel or objects, which would allow access to the sterile area. Adding this technology will allow the long-term operational benefits of reducing the personnel costs associated with commercial flight operations.

DISCUSSION

05. AIRPORT PROJECTS UPDATE

Director Dalsing reported that the annual Part 139 inspection was held in November with minor findings. These were corrected and reported to the Federal Aviation Administration by December 17th. The annual Transportation Security Administration inspection was also completed with one finding and three areas to watch.

05. CORRESPONDENCE RECEIVED SINCE OCTOBER 22, 2024, COMMISSION MEETING

There were several articles about the Denver Air service.

CLOSED SESSION

Commissioner Kurtz Weber made a motion to go into closed session at 4:45 p.m. and this motion was seconded by Commissioner Brotherton. This motion passed unanimously.

For the record, the attorney we consulted with in closed session was City Attorney Crenna Brumwell.

Commissioner Blocker made a motion to end the closed session at 5:35 p.m. and this

motion was seconded by Commissioner Brotherton. This motion passed unanimously.

NEXT COMMISSION MEETING

The next scheduled Commission meeting tentative date is January 28, 2025.

Commissioner Kurtz Weber moved to adjourn the meeting, and the motion was seconded by Commissioner Blocker. This motion passed unanimously.

The meeting was adjourned at 5:37 p.m.

Minutes respectfully submitted by Cheryl Sheldon.

MINUTES FOR HOUSING COMMISSION MEETING (UNAPPROVED)

DATE: Tuesday, October 22, 2024
TIME: 4:00 p.m.
PLACE: Housing and Community Development Department
350 W 6th Street, City Council Chambers, Dubuque, IA 52001

Chairperson Rick Baumhover called the meeting to order at 4:02 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Rick Baumhover, Cathy Dickens, Amy Eudaley, Ross Janes, Rick Merfeld and Julietta Scott

Commissioners Absent: Renee Kehoe (excused absence)

Staff Present: Alexis Steger, Gina Hodgson, Hollie Ohnesorge, Stacey Weeber and Mary Bridget Corken-Deutsch

Public Present: None

Oaths of Office – Ross Janes

Gina Hodgson (Assisted Housing Supervisor) administered the Oath of Office to Ross Janes at 4:04 p.m. and both signed.

Certification of Minutes – July 23, 2024

Commissioner Rick Merfeld motioned to approve the Minutes for the July 23, 2024, Housing Commission Meeting. Commissioner Eudaley seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion carried 6-0.

Correspondence/Public Input

There was no correspondence or public input.

New Business

a. Appointment of Renee Kehoe to the Community Development Advisory Commission (CDAC)

Commissioner Eudaley motioned to appoint Renee Kehoe to the Community Development Advisory Commission (CDAC). Commissioner Dickens seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion carried 6-0.

b. Analysis of Impediments to Fair Housing RFP

Mary Bridget Corken-Deutsch (CDAC Specialist) provided an update on RFP Analysis. The Analysis of Impediments to Fair Housing is a report that is culminated through the analysis of census data, local data, and community input. A Request for Proposal was posted twice. Once on the city's website on May 1, 2024, with a closing day of May 31, 2024. No proposals were submitted. The Request for Proposal was posted again on the city's website on June 3 with a closing date of June 21, 2024. MSA Professional Services (MSA) was the sole responder to the second Request for Proposal. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Corken-Deutsch is requesting City Council approve the selection of MSA as the consultant to conduct an Analysis of Impediments to Fair Housing and authorize the City Manager to sign the Task Order with MSA in the amount of

\$25,000. The project schedule is as follows: July 15, 2024, City Council awards contract for preparation of the 2026-2030 Analysis of Impediments. October 7, 2024, MSA provides summary of Draft Analysis of Impediments to City staff. October 17, 2024, Public comment period opens for summary of Draft Analysis of Impediments and November 17, 2024, closes. November 20, 2024, City Staff presents summary and Draft Analysis of Impediments to Community Development Advisory Commission (CDAC) including any comments received. CDAC sets public hearing for Final Analysis of Impediments in January CDAC meeting. November 21, 2024, Public comment period for Final Analysis of Impediments opens and January 3, 2025, closes. January 15, 2025, MSA submits Final Analysis of Impediments to City Staff for CDAC. City holds Public Hearing for Final Analysis of Impediments. January 22, 2025, Final Analysis of Impediments is submitted to Housing & Community Development Department Staff. There was discussion with Commissioners around Criminal History and background checks. Commissioner Merfeld wants MSA to meet with Hodgson and Ohnesorge. Commissioner Scott motioned to approve the Analysis of Impediments to Fair Housing RFP. Commissioner Merfeld seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion carried 6-0.

c. Adopt PHA Conflict of Interest Policy

Steger spoke on the PHA Conflict of Interest Policy to adopt as a City Policy. The policy establishes a standard of conduct to protect the financial well-being, reputation, and legal obligations of PHA. The policy also establishes a method to protect the PHA community from questionable circumstances that might arise and to resolve any real or apparent conflicts. There was Commission discussion surrounding family members or what HUD's determination was surrounding a conflict of interest. Steger gave some examples of what a conflict of interest would look like. Janes asked if a discovery was made later, if that could be added into the language in the policy. Steger stated she would get with the City Attorney- Crenna Brumwell to have that language added to the policy. There was no motion to Adopt PHA Conflict of Interest Policy as changes needed to be made first. It was agreed that the revised policy would be shared with Housing Commissioners via email for review upon completion.

d. Administrative Plan – Voucher Payment Standards Update

Hodgson reported, no action needed to be taken as voucher payment standards up by 120%. A market analysis to compete with market rate needs to be added to the plan. Council set hearing for November 4, 2024, for public input.

Reports

a. Community Development Advisory Commission Report

Commissioner Kehoe was absent and not here to administer the report.

b. Assisted Housing Waiting List Statistical Summary

Ohnesorge shared good news and efforts paid off on the two in-person waiting lists. As of August 2024, there were 871 applicant's total. The lottery average was 300-325 with 60 applicants selected. September 2024 the lottery average was 408 and 20 applicants selected. October 2024 numbers will be shared next meeting. There was discussion with Commissioners about the market of availability of places to rent and increase in rent costs. Commissioner Scott asked if they were still serving all race levels. Ohnesorge responded, yes, they are. Ohnesorge stated they are proud of the staff and the numbers. Commissioner Merfeld asked for a sample letter to be provided to the Commission with a pretend scenario. Hodgson and Ohnesorge acknowledged they would have an email sent with the information to the Commission members.

Commissioner Merfeld asked about the Security Deposit Assistance (SDA) program. Weeber spoke about the program currently being closed but may re-open in the future to select number depending on how much funding is left.

Information Sharing

- a. Hodgson shared LaMetra Murdock was promoted to the Multicultural Family Center Director. She was formerly the Family Self-Sufficiency Coordinator in Housing. One case worker for Assisted Housing will be moving into her former position and they will add an additional position to the Family Self-Sufficiency Program. That position will be posted. That will leave 3 caseworkers in Assisted Housing.
- b. Hodgson stated she received permission for name tags for Commission members and she should have them by the next meeting in January.

Adjournment

Commissioner Merfeld motioned to adjourn the meeting at 5:24 p.m. Commissioner Eudaley seconded. Six (6) in favor. Zero (0) not in favor. Zero (0) abstained. Motion carried 6-0.

Minutes prepared by:



Stacey Weeber
Housing Financial Specialist

Respectfully submitted:



Gina Hodgson
Assisted Housing Supervisor

CITY OF DUBUQUE - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 01/09/2025

TIME: 5:00 pm

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

MEMBERS PRESENT: Dean Boles, Lalith Jayawickrama, Robin Kennicker, Nolan Bielinski, Rachel Boeke, Sandra Evans, and Dave McDermott

MEMBERS ABSENT: Jake Kohlhaas (excused)

STAFF PRESENT: Gina Bell and Michelle Kim

Robin Kennicker called the meeting to order at 5:03pm

TEST AGENDA

OATH OF OFFICE: Dave McDermott is sworn in as a commissioner

MINUTES APPROVAL:

Boles motioned to approve the November minutes. Evans seconded. Motion carried.

PUBLIC COMMENT: Rick Dickinson was present to answer questions about business and possible needs with businesses in the community regarding sustainability

NEW BUSINESS

1. Sustainability Office annual report
 - a. BODI contract amendment – A suggestion was made that we could make another amendment to the contract, so it allows landlords who accept housing vouchers to be eligible for a free tree as well
 - b. There were concerns about the paint on the bike lane – paint lines were unclear and potentially unsafe where both cars and bikes are riding on 10th street
 - c. What's next regarding GHG reductions in the city? What is the next big push that reduces emissions?
 - i. What can we do to green the grid?
 - ii. What can we do to use less gas?
2. Themes/ideas from community input + workplan
 - a. Waste management and composting education
 - b. Renewable energy and energy efficiency
 - c. Unified development code and sustainable urban planning
 - d. Invasive deer control outreach and education is not under the charge of RCAC
 - e. Sustainable clothing swap
 - f. Workplan
 - i. Subcommittee for urban agriculture/pesticide free green space

1. Figuring out what education component is needed to push these initiatives
 2. Possible tours of pesticide free gardens – possibly a pesticide-free city park in Dubuque
 3. The idea is to show people the examples of a pesticide-free space
- ii. Subcommittee for GHG reductions
- g. Commission should think about the qualifications of sustainable measures on land that the City leases out for agriculture because its hard to justify denials on pitched ideas from potential leasers.

OLD BUSINESS

N/A

COMMISSIONER REPORTS: How Did I Show Up?

- Robin Kennicker is on the Parks and Rec commission, and they are working on the Master Plan for the department
- Dean Boles is on the Community Development Advisory Commission, and they are supporting the Housing Department on their analysis of barriers of being housed in the City
- Rachel Boeke with the Dubuque Rescue Mission was awarded a grant from DMSWA to start a “repair center” for community members to drop off any broken item to have it fixed by a volunteer

NEXT MEETING DATE: The next commission meeting will occur on February 6, 2025, at 5pm at the Jule Operations and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd.

ADJOURNMENT: The Commission adjourned at 6:39 pm.

Minutes approved by: _____

Jacob Kohlhaas, Commission Chair

Prepared by: _____

Michelle Kim, Climate Action Coordinator

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, January 8, 2025

City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Matt Mulligan; Commission Members Martha Christ, Carrie Lohrmann, Troy Froistad, and Teri Zuccaro

Commissioners Excused: Patrick Norton and Rich Russell

Commissioners Unexcused: None.

Staff Members Present: Wally Wernimont, Shena Moon, and Travis Schrobilgen

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

MINUTES: Motion by Froistad, seconded by Christ, to approve the minutes of the November 6, 2024 meeting. Motion carried by the following vote: Aye – Christ, Froistad, and Mulligan; Nay – none; Abstain – Zuccaro.

Commissioner Lohrmann joined the meeting.

ACTION ITEM/FINAL PLAT: Application of Carolyn Sandman to approve the Final Plat of Sandman Homestead.

Kathy Canfield, 10080 Timothy Street, Dubuque, IA spoke on behalf of the applicant and outlined the request to replat the existing lots to three lots. She stated that they are replating the properties to allocate some property to family members and to consolidate the remaining existing into one lot.

Staff Member Moon detailed the staff report, noting the submitted Plat of Survey of Sandman Homestead is located in Dubuque County within the city's extraterritorial jurisdiction area. She stated that the plat will reconfigure fifteen (15) existing lots into three (3) lots and will align an existing roadway easement. She noted that two lots will not have frontage on a public or private street which does require a waiver of the street frontage requirements.

Chairperson Mulligan questioned when the property was originally platted, and Ms. Canfield stated that it was platted sometime around 1976.

There was no public input.

Motion by Christ, seconded by Zuccaro, to approve the Final Plat of Military Road and Bel Ami Drive subject to waiving the street frontage requirements for Lot 1 and Lot 3. Motion carried by the following vote: Aye – Froistad, Lohrmann, Zuccaro, Christ, and Mulligan; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

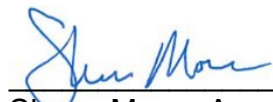
ITEMS FROM STAFF: Planning Services Director Wally Wernimont provided an update regarding the Unified Development Code update process. He stated that a community survey is open for public input and over two hundred people have responded thus far. He shared that a technical survey has received around forty responses. He stated the next steps were to meet with the architects, engineers, and surveyors to gather their input. The information gathered will be compiled into a technical report from the consultant which will provide suggestions for changes, modifications, and updates to the unified development code. He stated the completion date will be in early 2026. He noted that the code updates will come before the Commission for their review and input.

Chairperson Mulligan stated that the technical survey was very thorough. Mr. Wernimont noted that the surveys will also be disseminated in Spanish and Marshallese.

ADJOURNMENT: Motion by Christ, seconded by Mulligan to adjourn the January 8, 2025 commission meeting. Motion carried by the following vote: Aye – Christ, Lohrmann, Froistad, Zuccaro, and Mulligan; Nay – none.

The meeting adjourned at 6:10 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

February 5, 2025

Adopted

STATE OF IOWA
DUBUQUE COUNTY

SS:

CERTIFICATE OF PUBLICATION

I, Kathy Goetzing, 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:

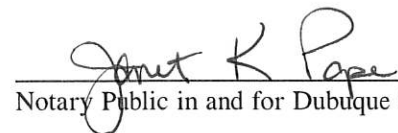
01/30/2025

and for which the charge is 319.20

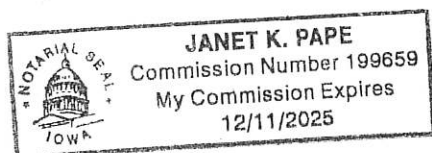


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 30th day of January, 2025



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 6:00 p.m. on January 21, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Capital Improvement Project GIS Application.

WORK SESSION

Capital Improvement Project GIS Application

GIS Coordinator/Analyst Nikki Rosemeyer introduced the Capital Improvements Project GIS application. In response to questions, Rosemeyer explained that the application is publicly accessible and will be promoted through the Public Information Office (PIO). She noted that the City Council's suggestions to create a template and integrate Media Services videos could be incorporated. City Council Members praised the application for its effectiveness in communicating information.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:19 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 January 21, 2025, 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

CONSENT ITEMS

Council Member Wethal requested Item No. 19 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item No. 19. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of January 6, 2025; Civil Service Commission of December 11 and December 19, 2024; Community Development Advisory Commission of November 20, 2024; Equity and Human Rights Commission of December 17, 2024; Library Board of Trustees Update of December 19, 2024; Resilient Community Advisory Commission of November 7, 2024; Zoning Advisory Commission of November 6, 2024; Proof of Publication for City Council Proceedings of December 16, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: David Rupp for property

damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Elijah Callahan for vehicle damage; Daniel Dunne for vehicle damage; Elizabeth Gonner for vehicle damage; David Rupp for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 8-25 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. First Amendment to Development Agreement between the City of Dubuque and HG APT LLC for the Rehabilitation of 2901 Central Avenue: Upon motion the documents were received and filed, and Resolution No. 9-25 Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And HG Apt LLC was adopted.

6. John F. Kennedy Road and W. 32nd Street Intersection Improvement Project - Acceptance of Public Improvement Construction Contract - PROJECT 5521000048: Upon motion the documents were received and filed, and Resolution No. 10-25 Accepting The John F. Kennedy Road And W. 32nd Street Intersection Improvement Project And Authorizing Final Payment To The Contractor was adopted.

7. Acceptance of a Quit Claim Deed for Highway Access Rights from Switch Homes, LLC: Upon motion the documents were received and filed, and Resolution No. 11-25 Accepting A Quit Claim Deed From Switch Homes, LLC, For Certain Highway Access Rights Across Part Of The Farm Subdivision, In The City Of Dubuque, Iowa was adopted.

8. Acceptance of Certain Public Subdivision Improvements in Phase I of The Farm Subdivision: Upon motion the documents were received and filed, and Resolution No. 12-25 Accepting Public Improvements In Phase 1 Of The Farm Subdivision, In The City Of Dubuque, Iowa was adopted.

9. Acceptance of a Storm Water Detention Basin and Berm Easement from Ehrlich Properties, LLC over Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque Iowa: Upon motion the documents were received and filed, and Resolution No. 13-25 Accepting A Grant Of Permanent Easement For Storm Water Detention Basin And Berm, Over And Across Part Of Lot 2-10 Of North Grandview Estates No. 2, In The City Of Dubuque, Iowa was adopted.

10. Iowa Department of Transportation Bridge Cleaning Project Notification Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation, notifying the City Council of bridge cleaning on US- 20 over the Mississippi River. Upon motion the documents were received and filed. Upon motion the documents were received and filed.

11. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 14-25 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. Electric Fuel Excise Tax and Charging Fee Increase
Recommendation: Upon motion the documents were received and filed, and Resolution No. 15-25 Establishing Rates And Charges For Electric Vehicle Charging was adopted.

13. Approval of Tree City USA application: Upon motion the documents were received and filed, and Resolution No. 16-25 Retroactively Authorizing The Filing Of An Application For Designation As A Tree City USA With The Arbor Day Foundation was adopted.

14. Five Flags Civic Center Operations Management Services RFP: Upon motion the documents were received, filed, and approved.

15. US Census Boundary and Annexation Survey: Upon motion the documents were received and filed.

16. Final Plat of North English Estates: Upon motion the documents were received and filed, and Resolution No. 17-25 Approving The Final Plat Of North English Estates, Dubuque County, Iowa was adopted.

17. Final Plat of Sandman Homestead: Upon motion the documents were received and filed, and Resolution No. 18-25 Approving the Final Plat of Sandman Homestead, Dubuque County, Iowa was adopted.

18. City of Dubuque and Theisens Warehouse, LLC Property Right of Way Plats and Dedications for Future Intersection Improvements at Chavenelle Road and South Heacock Road and Future Extension of South Heacock Road: Upon motion the documents were received and filed, and Resolution No. 19-25 Approving The Acquisition Plats Of Lot A Of Lot 1-2 McFadden Farm Place No. 4, Lot 1a Of McFadden Farm Place No. 5, And Lot 2a Of Dubuque Industrial Center West 9th Addition, All In The City Of Dubuque, Dubuque County, Iowa was adopted.

19. Public Works Staffing Request - Project and Facilities Manager: Motion by Wethal to receive and file the documents and approve a full-time Project and Facilities Manager (G-18) increasing the Public Works personnel complement by + 1.00 FTE, or 2080 hours. Seconded by Sprank. When asked about staff additions outside the budget cycle, Van Milligen explained that certain positions are identified as immediate needs. After evaluating the Public Works Department's various demands and current capacity, this position was deemed essential and should be filled immediately. City Council Members stated that the annual budget is fixed and will not increase by adding this position. They also agreed on the necessity of additional staff for the department. Motion carried 7-0.

20. Civil Service Certified Lists - Firefighter-Paramedic / Firefighter-EMT and Police Officer: Civil Service Commission submitted the certified lists for the positions of Firefighter-Paramedic / Firefighter-EMT and Police Officer. Upon motion the documents were received, filed, and made a Matter of Record.

21. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 20-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearing as indicated.

Seconded by Sprank. Motion carried 7-0.

1. ImOn Ice Arena Dehumidification System Upgrade Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 2849900004: Upon motion the documents were received and filed and Resolution No. 21-25 ImOn Ice Arena Dehumidification System Upgrade Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 3, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Building Code Advisory and Appeals Board: One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Rep. term of Schoenhard). Applicant: Michael Shimkus, 4917 Twilight Dr. (Qualifies for Multidisciplinary Rep.). Motion by Roussell to appoint Shimkus to the term. Seconded by Wethal. Motion carried 7-0.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2027 (Vacant Low/Moderate Income Rep. term of Hammel Jr.) and One, 3-Year term through February 15, 2028 (Expiring At-Large term of Boles). Applicants: Dean Boles, 1715 Geraldine Dr. (Qualifies for At-Large); Dale L. Campbell Jr., 210 Jones St. (Qualifies for At-Large and Low/Moderate Income Rep.). Motion by Jones to appoint Campbell to the Low/Moderate Income Rep. term. Seconded by Resnick. Motion carried 7-0. Motion by Jones to appoint Boles to the At-Large term. Seconded by Resnick. Motion carried 7-0.

3. Equity and Human Rights Commission: Two, 3-Year terms through January 1, 2028 (Expiring terms of Baumhover and Freiburger). Applicants: Rick Baumhover, 601 Garfield Ave.; Michaela Freiburger, 1718 Diane Ct.; Traci Phillipson, 2120 Rhomberg Ave. Upon roll call vote, Baumhover and Freiburger were appointed to the terms. Baumhover received all 7 votes from the City Council. Phillipson received 1 vote (Resnick), and Freiburger received the remaining 6 votes for the other term.

PUBLIC HEARINGS

1. Central Avenue and White Street Corridor Traffic Study Summary Report Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 22-25 Approval Of The Central Avenue And White Street Corridor Traffic Study Summary Report. Seconded by Wethal. A video summary of the Multi-Modal Alternative as the selected alternate for Central Avenue and White Street was shown. City Council Members commended the video and expressed enthusiasm for the future amenities in the corridor. Van Milligen confirmed that the City Council will need to allocate funding for each component of the master plan. Additionally, they will approve the plans and specifications for the projects that will carry out the plan, which will require public hearings. Motion carried 7-0.

2. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 23-25 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin). Seconded by Jones. City Council Members expressed their enthusiasm for the project. Motion carried

7-0.

ACTION ITEMS

1. Grand River Center Presentation of FY 2024 Annual Report: Motion by Farber to receive and file the documents and hear the presentation. Seconded by Wethal. OVG 360 Grand River Center General Manager Ryan Bonifas made a presentation on the Fiscal Year 2024 Annual Report. City Council Members praised OVG 360's initiatives for the center. In response to questions, Bonifas summarized the areas competitors and highlighted the importance of local air service and hotel expansion. Motion carried 7-0.

2. Proceedings to Complete Action on the Issuance of \$26,221,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project Phase I: Motion by Roussell to receive and file the documents and adopt Resolution No. 24-25 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$26,221,000 Sewer Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions. Seconded by Jones. Motion carried 7-0.

3. Proceedings to Direct Advertisement for Sale of \$6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, \$8,500,000 Taxable General Obligation Bonds, Series 2025B, \$9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, Approval of the Preliminary Official Statements, and Approval of Electronic Bidding Procedures: Motion by Jones to receive and file the documents and adopt Resolution No. 25-25 Setting The Date For The Sale Of General Obligation Corporate Purpose Bonds, Series 2025A And Authorizing The Use Of A Preliminary Official Statement In Connection Therewith; Resolution No. 26-25 Setting The Date For The Sale Of Taxable General Obligation Corporate Purpose Bonds, Series 2025B And Authorizing The Use Of A Preliminary Official Statement In Connection Therewith; and Resolution No. 27-25 Setting The Date For The Sale Of Taxable General Obligation Urban Renewal Bonds, Series 2025C And Authorizing The Use Of A Preliminary Official Statement In Connection Therewith. Seconded by Farber. In response to questions, Van Milligen summarized the work of the city's municipal advisor throughout this process. Chief Financial Officer Jennifer Larson stated the bonds will mature in 20 years. Motion carried 7-0.

4. Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management Consultant Selection Approval and Authorization of Contract: Motion by Wethal to receive and file the documents and adopt Resolution No. 28-25 Authorizing The City Manager To Negotiate And Execute A Contract With Confluence For Historic Millwork District Outdoor Community Space Engagement, Design, And Construction Management. Seconded by Sprank. City Council Members expressed enthusiasm for the project. Motion carried 7-0.

5. Work Session Request: Travel Dubuque Annual Update: Motion by Roussell to receive and file the documents and schedule the work session for February 3, 2025, at 6:00 p.m. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Farber reported on a recently published Federal Communications Commission (FCC) Committee report on best practices to facilitate FCC programs.

Council Member Roussell reported on attending Greater Dubuque Development Corporations (GDDC) day-long planning session, National Incident Management Training, and the Police Departments annual awards ceremony.

Council Member Jones also reported on the Police Department's awards ceremony, along with the recent departure of Dubuque Racing Association (DRA) President and CEO Alex Dixon, DRAs sports center presentation on Chaplain Schmitt Island, a soup luncheon fundraiser hosted by the Iowa Association of Women Police, and performing music at a Carnegie Stout Public Library event.

Mayor Cavanagh reported on the Iowa Special Olympics opening ceremony, the Dubuque Racing Association and GDDC events, and the U.S. Conference of Mayors meeting.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:54 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with 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 8:34 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:34 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 1/30

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Gerald Breitbach for vehicle damage; Robert Hochrein for vehicle damage; Kathryn Luher for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Gerald Breitbach
2. Claim by Robert Hochrein
3. Claim by Kathryn Luher

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: GERALD BRETTBAER
2. Address: 14835 CEDAR RIDGE RD.
City: DUBUQUE State: IOWA Zip: 52002
3. Telephone Number: 563-543-8724
4. Date of Incident: JAN 1, 2025
5. Time of Incident: 11:55 AM
6. Location of Incident (Be specific): KAUFMAN ; THEDA DRIVE

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.)

DRIVING ON KAUFMAN HEADING EAST. HIT EITHER THE
MAN HOLE OR LARGE STONE. BOTH DRIVERSIDE TIRES HIT HARD.
BLEW OUT BACK TIRE & BENT MY RIM.
8. What were weather conditions like? CLEAR & DRY.

9. Give name and address of any witnesses: DIDN'T KNOW I DID IT FOR A
BLOCK OR SO. DIDN'T GO BACK.

10. Did police investigate? (If so, give names of officers.)
YES OFFICER NICOLE BRENNAN. BADGE 71. GAVE HER INFO.

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.)

I RAN OVER A ~~BROKEN~~ BROKEN MANHOLE ON KAUFMANN ST.
DAMAGE TO MY CAR.

13. What other damages do you claim, if any? BLOW OUT TIRE & BENT MY
ALUMINUM RIM.

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?

\$ 123.94 PARTIAL TIRE COST - RIM HOLDING AIR, BENT. RIM IS GOOD
ENOUGH.

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

NO MAINTENANCE, MAN HOLE NEEDS REPAIR, OTHERS WILL HAVE SAME
PROBLEM

17. Have you made any claim against anyone else for damages as a result of this incident?

(If yes, give name and address.)
NO CLAIM, CALLED POLICE & REPORTED PROBLEM ON ROAD.

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

NO PAYMENT. POLICE FILED A REPORT & TOLD ME TO
POT A CLAIM TO THE CITY.

Dated at Dubuque, Iowa this 30 day of JANUARY, 2025.



(Signature)

GERALD BREITBACH

(Print Name)

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Robert J Noehren
2. Address: 1945 Prescott
City: Dubuque State: Iowa Zip: 52001
3. Telephone Number: 563-307-1794
4. Date of Incident: 2-5-2025
5. Time of Incident: 22:30 PM
6. Location of Incident (Be specific): 1945 Prescott 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.)
MY TRUCK WAS PARKED FOUND DAMAGE IN
MORNING CONTACTED POLICE
8. What were weather conditions like? Slight Mist
9. Give name and address of any witnesses: _____
10. Did police investigate? (If so, give names of officers.)
YES See Attached Police Report
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.)

See ATTACHED ESTIMATE FOR REPAIR ALSO
the 2 HOURS I HAD TO TAKE OFF WORK!

13. What other damages do you claim, if any? WAGES 2 HRS

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?
\$695.50 Damage \$70.00 WAGES

16. Why do you claim the City of Dubuque is responsible?
SNOW PLOW DRIVER CAME FORWARD DAY LATER

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 12 day of FEBRUARY, 2025.

Robert Hochrein (Signature)

Robert J Hochrein (Print Name)

(Rev. 9/24)

RECEIVED
2025 FEB 13 PM 12:50
City Clerk's Office
Dubuque, IA

mvm
Legal
R. Knekey

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Kathryn Luher
2. Address: 1830 Garfield Ave
City: dubuque State: Iowa Zip: 52001
3. Telephone Number: 563 213 7417
4. Date of Incident: Feb4 2025
5. Time of Incident: 12:40PM
6. Location of Incident (Be specific): quick trip on Kerper

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.)

a city worker Dennis Viertel cut in front of me upon exiting

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

car

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?

cost of damage

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

city worker hit me

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 Feb day of 10, 2025.

Kathryn M Luher

(Signature)

Kathryn M Luher

(Print Name)

City Clerk's Office
Dubuque, IA

2025 FEB 10 PM 3:17

RECEIVED

**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: Kathryn Luher for vehicle damage.

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

ATTACHMENTS:

1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 2/11/2025

RE: Claim Against the City of Dubuque by Kathryn Luher

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Kathryn Luher	2/10/2025	2/4/2025	Vehicle Damage

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

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

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

**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 02.17.25
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Exceptions
4. Expenditure Report - Approvals



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: February 10, 2025

Finance is submitting the following expenses to City Council for approval at the February 17, 2025, meeting. Payments on these expenses will be made February 19, 2025.

In addition, Finance is submitting expenses paid since February 5, 2025 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

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012800	2/12/2025	ACCURATE ANALYTICAL TESTING	\$ 65.00	316 Kaufmann LHH21 Accurate
1012800	2/12/2025	ACCURATE ANALYTICAL TESTING	65.00	640 W. 11th LHH Accurate
1012800	2/12/2025	ACCURATE ANALYTICAL TESTING	104.00	950 Davis LHH Accurate
1012800	2/12/2025	ACCURATE ANALYTICAL TESTING	65.00	324 Chappel LHH Accurate
1012800	2/12/2025	ACCURATE ANALYTICAL TESTING	104.00	735 Alpine
1012800	2/12/2025	ACCURATE ANALYTICAL TESTING	65.00	767 Nevada LHH Accurate
516429	2/12/2025	ACCURATE CONTROLS INC	65.00	2415 Jackson LHH Accurate
1012738	2/5/2025	ADVANTAGE SHEET METAL INC	232.50	HVAC REPAIRS TO JOTC Conference Room
1012773	2/12/2025	AECOM TECHNICAL SERVICES INC	44,506.00	B2E2 (705) RAISE Planning Grant Design Services
1012773	2/12/2025	AECOM TECHNICAL SERVICES INC	6,044.21	22200328
1012762	2/12/2025	AHLERS & COONEY PC	1,215.00	General Professional Services
1012762	2/12/2025	AHLERS & COONEY PC	570.00	Environmental Professional Services
1012762	2/12/2025	AHLERS & COONEY PC	869.50	Professional Services 1/23/25
1012762	2/12/2025	AHLERS & COONEY PC	1,213.00	Sageville Annexation
1012762	2/12/2025	AHLERS & COONEY PC	60.00	Labor & Employment
1012762	2/12/2025	AHLERS & COONEY PC	782.50	Urban Renewal General
516430	2/12/2025	ALLIANT ENERGY	241.70	ELECTRIC BILLS FOR FY25
516430	2/12/2025	ALLIANT ENERGY	247.06	ELECTRIC BILLS FOR FY25
516430	2/12/2025	ALLIANT ENERGY	117.96	ELECTRIC BILLS FOR FY25
516430	2/12/2025	ALLIANT ENERGY	769.48	ELECTRIC BILLS FOR FY25
516430	2/12/2025	ALLIANT ENERGY	35.86	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	33.58	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	112.74	ELECTRIC BILLS FOR FY25
516430	2/12/2025	ALLIANT ENERGY	81.50	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	1,427.02	ELECTRIC BILLS FOR FY25
516430	2/12/2025	ALLIANT ENERGY	4,962.35	ELECTRIC BILLS FOR FY25
516430	2/12/2025	ALLIANT ENERGY	1,924.50	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	5,889.77	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	32.40	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	196.26	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	720.76	0557811000 PORT RAMP FY25
516430	2/12/2025	ALLIANT ENERGY	24.95	Alliant 0539621000 12th Bluff Lot FY25
516430	2/12/2025	ALLIANT ENERGY	130.25	Alliant 6477860931 12th Elm Lot FY25
516430	2/12/2025	ALLIANT ENERGY	6,755.22	0557811000 PORT RAMP FY25
516430	2/12/2025	ALLIANT ENERGY	6,686.94	Alliant 1522511000 5th St Ramp FY25
516430	2/12/2025	ALLIANT ENERGY	18,454.30	ALLIANT 4392701000 Ramps/Lots FY25
516430	2/12/2025	ALLIANT ENERGY	18,701.14	WRRC Lift Stations - Electricity Expense FY25
516430	2/12/2025	ALLIANT ENERGY	35.49	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	29.78	Energy Costs for Various Locations
516430	2/12/2025	ALLIANT ENERGY	850.15	FY25: 535 E. 16th St - Pump Station Electricity
516461	2/12/2025	Ann Marie Jannette	192.96	LICHRA Conference Mileage
516461	2/12/2025	Ann Marie Jannette	711.99	11/19 AMJ GARE Per Diem and Mileage
1012807	2/12/2025	Anthony C Bradley	2,835.00	2714 Washington HH Radon Solutions Install
516450	2/12/2025	AREA RESIDENTIAL CARE	74.64	FY2025 Franchise Fees
516450	2/12/2025	AREA RESIDENTIAL CARE	68.20	FY2025 Franchise Fees
516450	2/12/2025	AREA RESIDENTIAL CARE	90.79	FY2025 Franchise Fees
516450	2/12/2025	AREA RESIDENTIAL CARE	48.53	FY2025 Franchise Fees
516450	2/12/2025	AREA RESIDENTIAL CARE	166.68	FY2025 Franchise Fees
516450	2/12/2025	AREA RESIDENTIAL CARE	232.83	FY2025 Franchise Fees
516458	2/12/2025	AT&T Mobility National Accounts, LLC	1,109.85	AT&T FirstNet - 12/29/24-01/28/25
516453	2/12/2025	AUTOMOTIVE ENTERPRISES (AIH)	217.77	FY2025 Franchise Fees
1012764	2/12/2025	AV FUEL	21,750.72	Aviation fuel for resale
1012764	2/12/2025	AV FUEL	21,884.94	Aviation fuel for resale
1012765	2/12/2025	B & H FOTO & ELECTRONICS CORP	982.08	four 34" monitors and two 49" monitors
1012765	2/12/2025	B & H FOTO & ELECTRONICS CORP	1,591.98	four 34" monitors and two 49" monitors
1012756	2/5/2025	B G BRECKE INC	789.17	Boiler Issues - Error Code F09
1012766	2/12/2025	BAKER & TAYLOR CO BOOKS	356.47	Library materials for the adult collection
1012753	2/5/2025	BARD MATERIALS CENTRAL	675.25	Various Concrete Products
1012753	2/5/2025	BARD MATERIALS CENTRAL	1,150.50	Various Concrete Products
1012753	2/5/2025	BARD MATERIALS CENTRAL	1,789.75	Various Concrete Products
1012753	2/5/2025	BARD MATERIALS CENTRAL	675.25	Various Concrete Products
1012753	2/5/2025	BARD MATERIALS CENTRAL	851.00	Various Concrete Products
1012753	2/5/2025	BARD MATERIALS CENTRAL	95.76	14th & Bluff Storm Manhole Repair
1012753	2/5/2025	BARD MATERIALS CENTRAL	682.75	EMRI Apts(Radford Rd) - San. Swr. Abandonment
1012739	2/5/2025	BIECHLER ELECTRIC INC	1,637.82	Electrical installation for line service office
516431	2/12/2025	BIECHLER ELECTRIC INC	2,322.44	Biechler- Wire Automatic Terminal
1012813	2/12/2025	BIECHLER ELECTRIC INC	110.00	Replace pump on Deicing Truck
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	576.00	FY25: 1300 Main St - City Annex Natural Gas
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	4,715.26	FY25: 305 W. 6th St - Federal Building Natural Gas
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	169.62	FY2025 BLANKET PO - GAS COSTS
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	439.42	NATURAL GAS FOR FY25
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	174.45	NATURAL GAS FOR FY25
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	109.61	NATURAL GAS FOR FY25
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	104.01	NATURAL GAS FOR FY25
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	46.36	NATURAL GAS FOR FY25
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.16	NATURAL GAS FOR FY25
1012763	2/12/2025	BLACK HILLS/IOWA GAS UTILITY CO	1,275.78	DMASWA 12/26/24-01/24/25
516432	2/12/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
516470	2/12/2025	CALVIN JOHNSON	577.00	AMBULANCE REFUND
1012759	2/5/2025	CAPITAL SANITARY	60.70	ST6-Janitorial Supplies

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1012759	2/5/2025	CAPITAL SANITARY	193.27	Janitorial supplies for Water Plant
1012759	2/5/2025	CAPITAL SANITARY	357.04	Janitorial Supplies - JOTC building
1012759	2/5/2025	CAPITAL SANITARY	45.48	Janitorial Supplies - JOTC building
1012759	2/5/2025	CAPITAL SANITARY	281.05	HDQ-Janitorial Supplies
1012759	2/5/2025	CAPITAL SANITARY	398.60	Janitorial Supplies - JOTC building
1012759	2/5/2025	CAPITAL SANITARY	48.42	Janitorial Supplies
1012759	2/5/2025	CAPITAL SANITARY	234.29	Janitorial supplies for Water Plant
1012759	2/5/2025	CAPITAL SANITARY	532.13	Maint/Ops Custodial supplies
1012828	2/12/2025	CAPITAL SANITARY	411.52	Janitorial Supplies
1012828	2/12/2025	CAPITAL SANITARY	53.74	JANITORIAL SUPPLIES FOR PARKS
516459	2/12/2025	Carl Plumley	24.97	JANUARY 2025 MILEAGE FOR CARL PLUMLEY
1012776	2/12/2025	CENGAGE LEARNING INC	119.96	Adult large print books - materials
516451	2/12/2025	CENTER POINT INC	221.73	large print books for adult collection
1012767	2/12/2025	CES COMPUTERS INC	249.00	Desktop computer for kiosk
1012787	2/12/2025	CHRISTOPHER J LESTER	317.03	JANUARY 2025 MILEAGE FOR CHRIS LESTER
1012768	2/12/2025	CINTAS CORP	35.00	Janitorial Supplies- BHGC
1012768	2/12/2025	CINTAS CORP	17.22	Various Maintenance - FY25
1012768	2/12/2025	CINTAS CORP	52.24	Various Maintenance - FY25
1012768	2/12/2025	CINTAS CORP	17.22	Various Maintenance - FY25
1012768	2/12/2025	CINTAS CORP	52.24	Various Maintenance - FY25
1012768	2/12/2025	CINTAS CORP	507.96	Various Maintenance - FY25
1012768	2/12/2025	CINTAS CORP	507.96	Various Maintenance - FY25
516433	2/12/2025	CINTAS FIRST AID & SAFETY	30.74	FY2025 First Aid Supplies
516464	2/12/2025	Coast to Coast Personal Transportation	596.00	Denver Air lost bags delivery
1012827	2/12/2025	COMLEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS
1012746	2/5/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1012746	2/5/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1012746	2/5/2025	COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY25
1012769	2/12/2025	COMMUNICATIONS ENGINEERING CO	20,939.27	Landfill Network Project
1012769	2/12/2025	COMMUNICATIONS ENGINEERING CO	7,031.97	Relocate existing airfield emergency generator
1012796	2/12/2025	CONSTELLATION NEW ENERGY GAS DIV	365.87	FY25: 50 W. 13th St - City Hall Natural Gas
1012796	2/12/2025	CONSTELLATION NEW ENERGY GAS DIV	27,085.95	Natural Gas - FY25 - Constellation
1012770	2/12/2025	Cottingham & Butler Insurance Services Inc	2,917.00	Ongoing Consulting payments 10-1-24 to 10-1-25
1012740	2/5/2025	CRESCENT ELECTRIC	57.61	Locust Ramp GELAMPS
1012740	2/5/2025	CRESCENT ELECTRIC	1,008.80	Flight Ops Bld electrical supplies
516460	2/12/2025	CUES, Inc.	1,530.00	Sewer GraniteNet sub renewal 22JUL24
1012802	2/12/2025	DANE M BAKKEN-DRINKALL	345.00	Per Diem Firearms Instructor
1012780	2/12/2025	DEBRA A SEARLES	49.00	JANUARY 2025 MILEAGE FOR DEB SEARLES
516471	2/12/2025	DEPT. OF VETERANS AFFAIRS FINANCIAL SERVICES (504)	42.75	AMBULANCE REFUND
516456	2/12/2025	DIETZ ENTERPRISES LLC	5,757.00	960 Boyer HH Dietz 1
516456	2/12/2025	DIETZ ENTERPRISES LLC	5,379.00	2649 White HH Dietz
516456	2/12/2025	DIETZ ENTERPRISES LLC	2,087.00	2315 Graham Circle HH Dietz 2
516456	2/12/2025	DIETZ ENTERPRISES LLC	477.00	22 Collins HH Dietz 3
516463	2/12/2025	Discover Hospitality LLC	1,072.86	324 Lowell LHH Best Western Plus
516463	2/12/2025	Discover Hospitality LLC	562.20	324 Lowell LHH Best Western Plus 2
516463	2/12/2025	Discover Hospitality LLC	1,723.57	876 Clarke LHH Best Western Plus
1012790	2/12/2025	DITTMER RECYCLING INC	207.87	REFUSE FOR JAN 2025
1012790	2/12/2025	DITTMER RECYCLING INC	296.35	Weekly refuse and recycling pickup
516434	2/12/2025	DUBUQUE AREA LIBRARY INFORMATION CO	1,000.00	Author Visit for DBQ County Reads
516435	2/12/2025	DUBUQUE COMMUNITY SCHOOL DIST	595.81	FY2025 Franchise Fees
516435	2/12/2025	DUBUQUE COMMUNITY SCHOOL DIST	79.26	FY2025 Franchise Fees
516435	2/12/2025	DUBUQUE COMMUNITY SCHOOL DIST	187.51	FY2025 Franchise Fees
516436	2/12/2025	DUBUQUE COUNTY ABSTRACT & TITLE	250.00	abstract fees
516436	2/12/2025	DUBUQUE COUNTY ABSTRACT & TITLE	150.00	Dubuque County Abstract & Title Company, LLC Blank
1012741	2/5/2025	DUBUQUE FIRE EQUIPMENT INC	168.60	FIRE EQUIPMENT MAINTENANCE - WTP TRUCKS
1012741	2/5/2025	DUBUQUE FIRE EQUIPMENT INC	335.50	MSC Fire Extinguisher Service
1012814	2/12/2025	DUBUQUE FIRE EQUIPMENT INC	170.00	LF- 50' Single Jacket Fire Hose NST
1012814	2/12/2025	DUBUQUE FIRE EQUIPMENT INC	1,440.00	MSC Garage Fire Extinguisher Service
1012771	2/12/2025	DUBUQUE FIRE EQUIPMENT INC	122.40	MSC Vehicle Brackets
1012772	2/12/2025	DUBUQUE HUMANE SOCIETY	14,584.00	FY25 Contracted Service Fees
1012755	2/5/2025	DUBUQUELAND DOOR COMPANY	395.70	Maintenance Doors Serviced
1012824	2/12/2025	DUBUQUELAND DOOR COMPANY	221.03	Maintenance Wash Bay Door
1012774	2/12/2025	EAST CENTRAL INTERGOVERN ASSOC	10.27	FY 25 Franchise Fees
1012774	2/12/2025	EAST CENTRAL INTERGOVERN ASSOC	68.61	FY 25 Franchise Fees
1012812	2/12/2025	EverFlow LLC	920.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1012812	2/12/2025	EverFlow LLC	815.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1012794	2/12/2025	EXPRESS EMPLOYMENT PROFESSIONALS	449.68	C063 - Administrative Assistant thru 12JAN25
1012794	2/12/2025	EXPRESS EMPLOYMENT PROFESSIONALS	794.97	C063 - Administrative Assistant thru 26JAN25
1012794	2/12/2025	EXPRESS EMPLOYMENT PROFESSIONALS	1,252.68	C063 - Administrative Assistant payroll WE 01/19/2
1012775	2/12/2025	FOUR MOUNDS FOUNDATION	2,500.00	4900 Peru Rd OAHMP Four Mounds
516466	2/12/2025	Heatronics Infra-Red, Inc.	2,487.00	Replacement heater for JUF long bay
1012815	2/12/2025	HEIAR FENCING & SUPPLY INC	630.00	Material and labor to install fencing at 892 Ediso
1012754	2/5/2025	HEIMAN INC	15,375.30	3-Termal Imaging Cameras
1012754	2/5/2025	HEIMAN INC	618.76	Wireless Truck Mount Charger for Thermal Imaging
516468	2/12/2025	HILLCREST FAMILY SERVICES	50.00	EVENT REFUND SE24-119A
1012809	2/12/2025	HM Life Insurance Company	77,955.18	Stop Loss Insurance - February 2025
1012801	2/12/2025	IMWCA	127,672.61	TPA Payment - December 2024
1012795	2/12/2025	INGRAM LIBRARY SERVICES INC.	1,272.90	Children's books for collection for patrons
1012795	2/12/2025	INGRAM LIBRARY SERVICES INC.	2,584.53	Library books for adult collection for patrons
1012795	2/12/2025	INGRAM LIBRARY SERVICES INC.	115.65	Teen Young Adult Print Materials for collection

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
516437	2/12/2025	IOWA DEPT OF TRANSPORTATION	42,179.46	22200216
516472	2/12/2025	JAMES J WELTER	198.00	AMBULANCE REFUND
516473	2/12/2025	JANET A MILLER	290.00	AMBULANCE REFUND
1012777	2/12/2025	JEREMY R JENSEN	414.00	2025 Annual Six Seconds Meeting
516465	2/12/2025	Key Lime Air Corp	260,321.95	Minimum Revenue Guarantee-SCASD Grant
1012757	2/5/2025	KIECKS CAREER APPAREL	964.00	BII-5 Vest
1012760	2/5/2025	KIESLER POLICE SUPPLY INC	42,441.54	FY25 Ammunition Order
1012742	2/5/2025	KONE INC	271.84	FY25: City Hall & City Annex - Monthly - Elev. Mai
1012742	2/5/2025	KONE INC	210.00	FY25: 1805 Central Ave - Engine Hse - Elev. Maint
1012742	2/5/2025	KONE INC	532.39	Five Flags South Elevator service call
516462	2/12/2025	Korrin Schriver	5,200.00	ReEvolution Farms initial payment for planning ser
516474	2/12/2025	LEO PATRICK RILEY	275.00	AMBULANCE REFUND
516324	1/31/2025	LIFE INSURANCE OF NORTH AMERICA	1,000.00	2024 BTA Renewal
1012804	2/12/2025	LIFES A FEAST	540.77	Terminal restaurant subsidy
1012778	2/12/2025	MANUFACTURERS' NEWS INC	423.90	Serials and Continuitions 7/1/24 to 6/30/25
516438	2/12/2025	MARTIN EQUIPMENT OF IL INC	265.65	Old loader repair parts
516438	2/12/2025	MARTIN EQUIPMENT OF IL INC	57.67	Old loader repair parts
1012811	2/12/2025	Mary Angelene Metcalf	29.14	Mileage Reimbursement
1012811	2/12/2025	Mary Angelene Metcalf	33.70	Mileage Reimbursement
1012808	2/12/2025	Matthew Dressler	750.00	1059 Cora HH Dressler
1012808	2/12/2025	Matthew Dressler	1,500.00	3904 Cora HH Dressler 2
516439	2/12/2025	MEDIACOM	176.90	INTERNET FOR TREE CREW
1012789	2/12/2025	MICS CONSTRUCTION	30,000.00	1165 Center Place LHH
1012793	2/12/2025	MIDWEST TAPE LLC	216.07	DVD, BluRay and CD Audio for adult collection
1012793	2/12/2025	MIDWEST TAPE LLC	272.89	Children's AV and Video materials for collection
1012793	2/12/2025	MIDWEST TAPE LLC	6,764.08	Streaming of movies, ebooks, music eAudio Books, c
1012745	2/5/2025	MR ROOTER PLUMBING	1,256.12	Landfill General Plumbing
1012818	2/12/2025	MR ROOTER PLUMBING	1,305.20	Landfill General Plumbing
516441	2/12/2025	MULGREW OIL COMPANY	2,130.74	# 2 PRM DYED WNTR DSL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	760.98	LF- #1 DYED DIESEL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	2,380.21	# 2 PRM DYED WNTR DSL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	1,348.19	# 2 PRM DYED WNTR DSL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	1,612.31	# 2 PRM DYED WNTR DSL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	774.30	#1 DYED DIESEL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	965.30	# 2 PRM DYED WNTR DSL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	415.78	#1 DYED DIESEL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	1,226.95	# 2 PRM DYED WNTR DSL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	579.29	#1 DYED DIESEL ULS15PPM
516440	2/12/2025	MULGREW OIL COMPANY	484.26	LF- #1 DYED DIESEL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	1,095.53	# 2 PRM DYED WNTR DSL ULS15PPM
516441	2/12/2025	MULGREW OIL COMPANY	1,719.80	# 2 PRM DYED WNTR DSL ULS15PPM
1012743	2/5/2025	MUTUAL WHEEL COMPANY	389.26	STOCK 460 3420008 2024 PIGGYBK
1012743	2/5/2025	MUTUAL WHEEL COMPANY	24.51	STOCK 59088049 SNGL PIGTAIL
1012743	2/5/2025	MUTUAL WHEEL COMPANY	1,150.38	UNIT# 3408, 3409, 34017 Air Dryers
1012816	2/12/2025	MUTUAL WHEEL COMPANY	71.66	UNIT# 3417 Air Cab Valve
1012744	2/5/2025	NAPA AUTO PARTS & SUPPLY	197.01	SHOP SUPPLIES Bulk Trailer Wire
516455	2/12/2025	NEAL REPAIR LLC	600.00	Install New Sprockets on UNIT#3453 and #3455
1012810	2/12/2025	Northeast Iowa Area Agency on Aging Inc	128.15	NE Iowa - Aging Purchase of Services Agreement FY2
1012817	2/12/2025	NORTHEAST IOWA COMMUNITY COLLEGE	332.74	FY2025 Franchise Fees
1012817	2/12/2025	NORTHEAST IOWA COMMUNITY COLLEGE	58.37	FY2025 Franchise Fees
1012788	2/12/2025	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Agreement - FY25 - Storage
1012788	2/12/2025	NUTRI JECT SYSTEMS INC	5,895.69	Biosolids Agreement - FY25 - Hauling
1012644	1/31/2025	O'CONNOR & ENGLISH INSURANCE AGENCY	55,046.08	2025 Cyber Insurance
1012825	2/12/2025	OVERDRIVE INC	1,115.13	downloadable audio and ebooks for adult collection
1012825	2/12/2025	OVERDRIVE INC	1,001.89	downloadable audio and ebooks for adult collection
1012825	2/12/2025	OVERDRIVE INC	1,216.44	downloadable audio and ebooks for adult collection
1012825	2/12/2025	OVERDRIVE INC	1,500.00	Overdrive Platform Fee January - March 2025
1012806	2/12/2025	Parsons Transportation Group Inc	51,896.19	STREETS Project
1012798	2/12/2025	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
1012803	2/12/2025	PRECISE MRM LLC	360.00	FY25: Automatic Vehicle Locator Software
1012803	2/12/2025	PRECISE MRM LLC	860.00	Data Plan 2024-11 Subscription
1012803	2/12/2025	PRECISE MRM LLC	860.00	Data Plan 2024-12 Subscription
1012805	2/12/2025	RaDD Network Solutions, Inc.	1,813.88	Splice: Enclosures/Trays/Kits
516442	2/12/2025	RADIO DUBUQUE INC	300.00	Denver Air Conn Marketing - New service ORD-DBQ
516457	2/12/2025	RAM SERVICES LLC	1,085.00	1285 Thomas PL HH RAM install
1012758	2/5/2025	RAVE WIRELESS INC	1,800.00	RAVE Panic Button 10/01/24-09/30/25
1012779	2/12/2025	RICHARD S FULLMER	414.00	2025 Annual Six Seconds Meeting
516443	2/12/2025	RIVER LIGHTS BOOKSTORE	999.50	DBQCounty Reads 2025 Books
1012797	2/12/2025	ROBERT G WRIGHT JR	15,600.00	2945 Keokuk HH Wright
250800001	2/5/2025	RXBENEFITS INC	81,172.26	FY25 Prescription Admin & Claims- 1/4 to 1/17/25
516444	2/12/2025	SADLER POWER TRAIN INC	29.96	Unit#2694 Replace U-Bolt Assembly
1012799	2/12/2025	SHANE C HOEPER	80.00	Travel reimbursement for Shane Hooper
250800002	2/5/2025	SID'S	124.06	Bunker Hill Alcohol
1012829	2/12/2025	SIX SECONDS	245.00	Unlocking EQ for Tracy Schadle
1012782	2/12/2025	STRAND ASSOCIATES INC	11,648.08	Granger Creek Pumping Station Design
1012782	2/12/2025	STRAND ASSOCIATES INC	10,762.32	Schmitt Island Sanitary Project
1012782	2/12/2025	STRAND ASSOCIATES INC	6,287.36	Schmitt Island Sanitary Project
1012782	2/12/2025	STRAND ASSOCIATES INC	207.91	Ruby Sutton Second Floor Structural Engineering
1012782	2/12/2025	STRAND ASSOCIATES INC	3,030.62	Masonry Repairs - City Hall, MFC, Old Engine House
1012747	2/5/2025	STREICHERS INC	7,156.47	Equipment
1012819	2/12/2025	SUPERIOR WELDING SUPPLY CO	109.68	SHOP USE - Supplies

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
516445	2/12/2025	T & W GRINDING	29,308.65	Composting Contract 1 Oct 1- Dec 32 2024
1012748	2/5/2025	TELEGRAPH HERALD	1,196.26	PUBLICATION EXPENSES
1012748	2/5/2025	TELEGRAPH HERALD	126.44	PUBLICATION EXPENSES
1012820	2/12/2025	TELEGRAPH HERALD	1,524.00	DBQ Airport Marketing
1012820	2/12/2025	TELEGRAPH HERALD	3,450.00	Ad in the Dubuque Travel Guide
1012820	2/12/2025	TELEGRAPH HERALD	60.42	Consolidate plan public hearing
1012820	2/12/2025	TELEGRAPH HERALD	370.26	Telegraph Herald Newspaper Subscription Children's
1012820	2/12/2025	TELEGRAPH HERALD	863.93	Telegraph Herald Weekly Subscription
1012820	2/12/2025	TELEGRAPH HERALD	243.39	PUBLICATION EXPENSES
1012821	2/12/2025	TERMINAL SUPPLY	689.22	SHOP SUPPLIES -
1012792	2/12/2025	THE FISCHER COMPANIES	40.00	January Parking
516452	2/12/2025	THOMPSON TIRE & RETREAD	1,421.48	UNIT# 3233 Refurbish Wheels and Remount
1012783	2/12/2025	THREE RIVERS FS INC	1,111.42	LF #1 Dieselel Dyed and #2 Dyed
1012783	2/12/2025	THREE RIVERS FS INC	1,638.02	LF BIO #2 DYED
1012783	2/12/2025	THREE RIVERS FS INC	2,121.30	#1/#2 DYED DIESEL
1012783	2/12/2025	THREE RIVERS FS INC	1,939.25	#1/#2 DYED DIESEL
1012783	2/12/2025	THREE RIVERS FS INC	35.70	LF Finance Charge
1012781	2/12/2025	TIMOTHY L SPECHT	8,800.00	2302 Prince LHH Specht
516446	2/12/2025	TOTAL MAINTENANCE INC	959.92	Filters for RTUs
516447	2/12/2025	TREASURER STATE OF IOWA ILEA	625.00	Firearms Instructor Course
1012784	2/12/2025	TRICON CONSTRUCTION GROUP	4,550.96	Granger Creek Lift Station Improvements
1012784	2/12/2025	TRICON CONSTRUCTION GROUP	1,538,280.59	Old Mill Lift Station and Force Main
516469	2/12/2025	TRI-STATE MOUNTAIN BIKE RIDERS	50.00	damage deposit refund SE25-003
1012826	2/12/2025	TRI-STATE PORTA POTTY INC	1,480.00	PORT A POTTIES JAN 2025
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	253.91	UNIT#3223 101/F12-24480-000 TANK-AIR, STL, 1990,
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	301.35	UNIT#3223 101/F12-24480-000 TANK-AIR, STL, 1990,
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	44.04	STOCK 101F12-21014-000 Retaining Cable -Air Tank
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	20.28	UNIT#3412 101A/23048037 Gasket PTO Cover
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	137.56	UNIT#3407 101F/HDR 60680 005 SHK ABS
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	409.46	UNIT#2682 101C/5264570 Gasket, Oil Drain
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	323.38	STOCK 101D/FG FS20176 Fuel Water Separator
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	84.54	UNIT#2682 101C/3684284 Washer Sealing
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	49.51	UNIT#540003 101F/A 01054503 24 64 Condensation Sen
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	351.60	UNIT#3223 101/F12-18860-001 TANK-AIR, STL, SPLIT
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	73.70	UNIT#2682 101C/5264570 Gasket, Oil Drain
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	2,518.31	UNIT#2696 Kit, Turbocharger Actuator
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	(300.00)	unit 3407 turbocharger kits
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	(525.00)	unit 2682 fuel pump, core
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	137.56	UNIT#3407 Shock ABS 101F/HDR 60680 005
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	645.81	UNIT# 4008 Fuel Filter Engine Assembly 101C/556306
1012749	2/5/2025	TRUCK COUNTRY OF IOWA INC	2,637.93	UNIT#2698 Turbocharger Actuator Replacement
1012822	2/12/2025	TRUCK COUNTRY OF IOWA INC	41.38	unit 3402 clamp
1012822	2/12/2025	TRUCK COUNTRY OF IOWA INC	21.48	STOCK Inventory - Solenoid 101F/CHS 24059
1012822	2/12/2025	TRUCK COUNTRY OF IOWA INC	138.89	STOCK - Cushion Seat Upholstered, Grey
1012822	2/12/2025	TRUCK COUNTRY OF IOWA INC	1,043.35	Stock Inventory Filters and Parts
1012785	2/12/2025	TSCHIGGFRIE EXCAVATING	167,438.71	Twin Ridge Lift Station Abandonment Project
516448	2/12/2025	UNION HOERMANN PRESS	171.30	FY2025 Franchise Fees
516475	2/12/2025	UNITED HEALTHCARE	146.03	AMBULANCE REFUND
516476	2/12/2025	UNITED HEALTHCARE	206.98	AMBULANCE REFUND
1012791	2/12/2025	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1012750	2/5/2025	WELTER STORAGE EQUIPMENT CO INC	425.00	Maintenace on office furniture
1012751	2/5/2025	WENZEL TOWING SERVICE	88.40	UNIT#110009 TIRE Service
1012751	2/5/2025	WENZEL TOWING SERVICE	234.00	UNIT#3417 Tow Service Hourly Charge (HVY DUTY)
516449	2/12/2025	WESTPHAL & COMPANY, INC	289.50	Building electrical Services
516449	2/12/2025	WESTPHAL & COMPANY, INC	1,084.58	Adding light to library stairway
1012786	2/12/2025	WHKS AND COMPANY	256.92	Iowa St Ramp-Emergency Repairs
516467	2/12/2025	Wincle Doffing	255.00	Per Diem Telecommunication Course
516454	2/12/2025	WISCONSIN INDEPENDENT NETWORK LLC	905.00	Old internet invoice never paid
1012752	2/5/2025	ZARNOTH BRUSH WORKS INC	1,172.80	STOCK - Purchase New Brooms
1012823	2/12/2025	ZARNOTH BRUSH WORKS INC	1,172.80	STOCK INVENTORY - Institutional Brushes
			<u>\$</u>	<u>3,006,935.05</u>

COUNCIL APPROVAL

PAYDATE 02-19-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 156.50	Transit Employee Uniforms
1ST AYD CORP	171.33	Janitorial Supplies - JOTC Waste Receptacle
A & G ELECTRIC COMPANY	2,227.71	Electrical Repairs & Upgrades
A & G ELECTRIC COMPANY	1,960.24	Pole Light Retrofit Iowa St Parking Ramp
ACCESS TECHNOLOGIES INC	1,773.00	FY25 Copy and Print Costs for Malfunctions
ADVANCE DESIGNS	692.60	UNIFORM SWEATSHIRTS FOR STAFF
ADVANCE DESIGNS	138.25	bomber jackets, shipping
AIRGAS USA LLC	10.00	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2.48	Liquid Oxygen - FY25
AIRGAS USA LLC	2.48	Large Argon Tank Rental 1/1 - 1/31/25
AIRGAS USA LLC	4.96	Small Acetylene and Oxygen Tank Rentals 1/1 - 1/31
AIRGAS USA LLC	7.44	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2,779.10	FY25 BLANKET PO - CO2 FOR WATER TREATMENT PROCESS
AIRGAS USA LLC	50.90	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2,990.29	Liquid Oxygen - FY25
AIRGAS USA LLC	2,599.90	Airgas Tank & Vaporizer Rental - FY25
AIRGAS USA LLC	3,320.41	Liquid Oxygen - FY25
AIRGAS USA LLC	16.56	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,260.33	Liquid Oxygen - FY25
AIRGAS USA LLC	2,541.41	Liquid Oxygen - FY25
AIRGAS USA LLC	61.08	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2,826.62	Liquid Oxygen - FY25
AIRGAS USA LLC	3,285.19	Liquid Oxygen - FY25
AIRGAS USA LLC	2,548.32	Liquid Oxygen - FY25
AIRGAS USA LLC	1,097.37	Liquid Oxygen - FY25
AIRGAS USA LLC	1,876.36	Liquid Oxygen - FY25
ALL SEASONS HEATING & COOLING	4,355.00	Data center HVAC Demo
ALL SEASONS HEATING & COOLING	690.00	Terminal HVAC geothermal repair
ALLIANT ENERGY	1,664.24	Electricity for Intermodal Jan 25
ALLIANT ENERGY	3,871.54	Alliant 1406331000 Intermodal Ramp FY25
ALLIANT ENERGY	616.42	Alliant 1477501000 5th Bell Lot FY25
ALLIANT ENERGY	69.81	Energy Costs for Various Locations
ALLIANT ENERGY	4,943.57	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	2,143.35	Electricity for JOTC Jan 25
ALLIANT ENERGY	187.07	Energy Costs for Various Locations
ALLIANT ENERGY	2,409.39	FY25: 1300 Main St - City Annex Electricity
ALLIANT ENERGY	26.70	Energy Costs for Various Locations
ALLIANT ENERGY	141.57	Energy Costs for Various Locations
ALLIANT ENERGY	102.01	Energy Costs for Various Locations
ALLIANT ENERGY	4,563.86	FY25: 1157 Central Ave - MFC Building Electricity
ALLIANT ENERGY	41.43	Energy Costs for Various Locations
ALLIANT ENERGY	858.11	FY25: W. 5th Restrooms Electricity
ALLIANT ENERGY	469.77	Energy Costs for Various Locations
ALLIANT ENERGY	72,104.66	FY2025 BLANKET PO - ELECTRICITY COSTS
ALLIANT ENERGY	64.60	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	28.96	Energy Costs for Various Locations
ALLIANT ENERGY	541.31	Energy Costs for Various Locations
ALLIANT ENERGY	116.46	Energy Costs for Various Locations
ALLIANT ENERGY	14,342.57	Energy Costs for Various Locations
ALTORFER INC	30.00	UNIT#3475 Freight Charge
ALTORFER INC	2,297.36	UNIT# 3292 Replace Harness Assembly
ALTORFER INC	673.58	UNIT# 3292 Replacement Parts
ALTORFER INC	93.12	UNIT# 3292 Replacement Parts
ALTORFER INC	676.29	UNIT# 3475 Troubleshooting Issues - Warranty Work
ALTORFER INC	1,096.83	ice harbor TROUBLESHOOT ENGINE COOLANT HEATER
Amazon Capital Services, Inc.	220.48	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	11.98	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	66.87	Supplies for programs, patrons, and maintenance

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Amazon Capital Services, Inc.	272.47	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	579.27	Supplies for programs, patrons, and maintenance
Andrew Klobe	180.00	Basketball Referee
Andrew Klobe	90.00	Basketball Referee
Andrew Klobe	90.00	BASKETBALL OFFICIALS
AssuredPartners Capital Inc	3,842.00	Rehab Housing 2nd year of 3-year Policy
AT&T Mobility National Accounts, LLC	1,335.55	JANUARY 2025 PHONE-IPAD FEES
AT&T Mobility National Accounts, LLC	1,280.05	iPhone and iPad for Parks 12/29/24 - 01/28/25
AT&T Mobility National Accounts, LLC	2,989.14	Public Works First Net Monthly Charges
Axon Enterprise, Inc.	549.54	Body Camera Accessories for Body Cameras
Axon Enterprise, Inc.	68.00	Body Camera Accessories for Body Cameras
B L MURRAY COMPANY INC	207.36	Cleaning supplies
B L MURRAY COMPANY INC	128.28	HAND CLEANER FOR GOLF MAINTENANCE
BAKER & TAYLOR CO BOOKS	48.37	Library materials for the adult collection
BAKER & TAYLOR CO BOOKS	102.40	Library materials for the adult collection
BAKER & TAYLOR CO BOOKS	715.85	TS360 Reviews for Baker & Taylor 3/1/25 to 2/28/26
Banner Fire Equipment Inc	201.49	UNIT# 1998 Coolant Level 3 Sensor Replacement
BARRY A LINDAHL	370.20	January 2025 IPIB
Bauer Built Inc	145.00	UNIT# 4909 TOE-Set Truck Alignment (Labor)
BLACK HILLS/IOWA GAS UTILITY CO	47.97	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	40.16	FY25: 1805 Central Ave Suite 2 - Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	199.23	FY25: 1157 Central Ave - MFC Building Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	146.43	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	353.51	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	1,229.57	FY25 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	332.18	FY25: 1101 Central Ave - Colts Building Natural Ga
BLACK HILLS/IOWA GAS UTILITY CO	356.98	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	3,166.91	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	225.69	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	603.07	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	624.68	Locust Ramp Electricity FY25
BLACKHAWK AUTOMATIC SPRINKLERS INC	260.50	5 YEAR SPRINKLER INSPECTION
BLACKSTONE AUDIO BOOKS	75.45	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	38.94	Adult CD Audio Books 7/1/24 to 6/30/25
BluePath Finance FC IV LLC	773.30	UTILITY EXPENSE - ELECTRICITY
BRIAN S FELDOTT	69.30	Mileage Reimbursement
BROADCAST MUSIC INC	889.00	ANNUAL LICENSE FEE FOR MUSIC-MFC
CALLAWAY GOLF SALES COMPANY	(221.03)	PRO SHOP SPECIALTY ITEMS
CALLAWAY GOLF SALES COMPANY	(1,786.40)	PRO SHOP SPECIALTY ITEMS
CALLAWAY GOLF SALES COMPANY	2,262.15	PRO SHOP SPECIALTY ITEMS
CANDACE EUDALEY-LOEBACH	2,600.00	USDA QUAIP Project Management
CENGAGE LEARNING INC	27.19	Adult large print books - materials
CENGAGE LEARNING INC	27.99	Adult large print books - materials
CENTER POINT INC	25.17	large print books for adult collection
CES COMPUTERS INC	1,855.00	Warranty/Insurance SRO Laptops
CES COMPUTERS INC	7,282.74	FY2025 Computer Replacements
CES COMPUTERS INC	1,821.32	Desktop computer for kiosk
CGM LLC	5,000.00	Sept- Access to CGM Support Services Platform
CGM LLC	5,000.00	Oct- Access to CGM Support Services Platform
CHARLES A SINGLETON	90.00	Basketball Referee
CHEMSEARCH	375.00	Bld #80 - (Admin) - Two Loops
CHEMSEARCH	319.41	Bld #75 - Upper Loop
CHEMSEARCH	265.00	Torrent Agreement - Parts Washer -Bld#90 - Jan 202
CINTAS CORP	799.07	Various Maintenance - FY25
CINTAS CORP	816.22	Various Maintenance - FY25
CINTAS CORP	(35.00)	Janitorial Supplies- BHGC
CINTAS CORP	45.06	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	816.22	Various Maintenance - FY25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	400.66	Various Maintenance - FY25
CINTAS CORP	52.24	Various Maintenance - FY25
CINTAS CORP	19.45	Various Maintenance - FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	54.48	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	333.20	Various Maintenance - FY25
CINTAS CORP	178.31	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	212.90	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	19.45	Various Maintenance - FY25
CINTAS CORP	52.24	Various Maintenance - FY25
CINTAS CORP	289.13	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	629.63	Rugs/Towels for the WRRRC-FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	400.66	Various Maintenance - FY25
CINTAS CORP	45.06	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	178.31	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	90.30	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	19.45	Various Maintenance - FY25
CINTAS CORP	52.24	Various Maintenance - FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS FIRST AID & SAFETY	112.26	First Aid Supplies-WRRRC - FY25
CINTAS FIRST AID & SAFETY	24.48	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	233.56	FY2025 First Aid Supplies
CINTAS FIRST AID & SAFETY	113.23	FY2025 BLANKET PO - FIRST AID SUPPLIES
City of Dubuque	108,664.00	JANUARY 2025 SUBSITY
City of Dubuque	112,723.00	JANUARY 2025 SUBSITY
CLEVELAND GOLF	567.33	PRO SHOP ITEMS
CLEVELAND GOLF	176.25	PRO SHOP ITEMS
CLEVELAND GOLF	94.56	PRO SHOP ITEMS
COMMERCIAL FLOORING CO	11,070.00	CARPET REPLACEMENT 5 FLAGS
COMMUNICATIONS ENGINEERING CO	225.00	Network Switch 3rd Street Fiber-Milestone Intercon
COMMUNICATIONS ENGINEERING CO	1,605.86	Medline Building - Demo and Discovery
COMMUNICATIONS ENGINEERING CO	450.00	Cables at new Data Center
COMMUNICATIONS ENGINEERING CO	4,500.00	Block of Labor - Equipment Move to Chavenelle
COMMUNICATIONS ENGINEERING CO	30,955.18	Soccer WaterTank Network Hub Equipment
COMMUNICATIONS ENGINEERING CO	244.60	Penn Tank Network Hub
COMMUNICATIONS ENGINEERING CO	1,607.14	Network Equioment for Well Field
Connor Mosele	90.00	Basketball Referee
Connor Mosele	270.00	BASKETBALL OFFICIALS
CONSTELLATION NEW ENERGY GAS DIV	1,061.47	Natural Gas for Parks
Cooper Grams	60.00	Basketball Referee
Cooper Grams	90.00	Basketball Referee
Cooper Kay	729.00	Tuition reimbursement for Fall semester 2024
CORI L BURBACH	1,541.04	1/16/25 CB ICMA Conference_Tampa FL
Crawford, Murphy & Tilly, Inc	14,678.80	Terminal Exit Lane Improvements design phase servi
CUMMINS SALES AND SERVICE	843.10	MSC generator svc
D & D CONCRETE INC	4,597.72	POD Lot Sidewalk Removal and Replacement
DEERE & COMPANY	55,297.83	PURCHASE OF 3 GATORS WITH TRADE INS
DENISE C BLAKELEY-IHRIG	2,458.02	FY2025 BLANKET PO - CONSULTANT SERVICES
Derrick Johnson	90.00	Basketball Referee
Derrick Johnson	90.00	BASKETBALL OFFICIALS
DESMAN, INC	14,725.00	2 Parking Garage Condition Assess/On Call
DESMAN, INC	7,225.00	2 Parking Garage Condition Assess/On Call
DIETZ ENTERPRISES LLC	2,581.36	2101 Rhomberg/2910 Old County Ln - Sidewalks
Dinges Partners Group	15,540.35	Swift Water Rescue Vests, suits & inflatable PFD
DITTMER RECYCLING INC	105.00	FY2025 BLANKET PO - TRASH AND RECYCLING CHARGES

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DITTMER RECYCLING INC	410.80	Landfill Fees - 20 yrd/2 yrd - FY25
DITTMER RECYCLING INC	30.00	DMASWA Tour - 8 students Loras College Tour
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
Drive Line & Company, Inc.	7,856.00	UNIT# 2562 - Install New SS Salt Spreader
DRIVE LINE OF DUBUQUE INC	7,856.00	Unit#25625 Install New Salt Spreader on Vehicle
DRIVE LINE OF DUBUQUE INC	681.03	UNIT# 2704 General Welding / Fabricating Hinge
DUANE F ROLING	105.00	Basketball Referee
DUANE F ROLING	105.00	Basketball Referee
DUBUQUE AREA CHAMBER OF COMMERCE	55.00	Forecast Luncheon 2025-Dalsing
DUBUQUE AREA CHAMBER OF COMMERCE	519.00	Annual Membership w/Chamber - MVM
DUBUQUE COUNTY ABSTRACT & TITLE	135.00	29510 Theisen's abstract
DUBUQUE COUNTY E911 BOARD	90.78	FY25 Radio System Fee
DUBUQUE COUNTY E911 BOARD	90.78	Radio Access Fee
DUBUQUE COUNTY E911 BOARD	90.78	AC 911 Access Fee
DUBUQUE COUNTY E911 BOARD	453.90	Emergency Radio Access Fees - CMO, CC & PIO
DUBUQUE COUNTY E911 BOARD	1,089.36	Access Fees E911 Parking
DUBUQUE COUNTY E911 BOARD	8,533.32	emergency radio system access fee
DUBUQUE COUNTY E911 BOARD	1,906.38	FY2025 BLANKET PO - MONTHLY EDACS ACCESS FEE
DUBUQUE COUNTY E911 BOARD	181.56	EDAS Access Fees - 3rd Qtr FY25
DUBUQUE COUNTY E911 BOARD	3,358.86	Access Fees E911 Transit
DUBUQUE COUNTY RECORDER	12.00	Recording Fee
DUBUQUE HOSE & HYDRAULICS	35.57	Unit#3409 Engine Replacement Parts
DUBUQUE HOSE & HYDRAULICS	75.30	UNIT# 3412 Hose Replacement Parts
DUBUQUE HOSE & HYDRAULICS	4.01	UNIT# 2681 Hose Replacement
DUBUQUE HOSE & HYDRAULICS	46.25	UNIT# 3404 Replacement Parts
DUBUQUE HOSE & HYDRAULICS	35.83	Unit# 2697 Replacement Parts
DUBUQUE HOSE & HYDRAULICS	216.75	UNIT# 4002 Water Spray System, Added Drain Lines
DUBUQUE RACING ASSOCIATION LTD	14.85	DRA Board Mtg Luncheons-January 2025
DUBUQUE SIGN COMPANY	42.00	Sign for Hilltop Park
DUBUQUE SIGN COMPANY	32.65	DECALS FOR GATORS
EAGLE POINT ENERGY ONE LLC	2,635.57	Solar Production at the MSC - FY25
EAST CENTRAL INTERGOVERN ASSOC	440.00	16th St Detention Basin Culvert & Pumping Station
EAST CENTRAL INTERGOVERN ASSOC	550.00	16th St Detention Basin Culvert & Pumping Station
EASTERN IOWA EXCAV & CONCRETE LLC	22,716.34	JFK W 32nd Street Intersection Improvement Project
ENERGETICS	86.30	UNIT# 1916 Pressure Switch 80-100 PSI
ENTENMANN-ROVIN COMPANY	146.25	Officer Badge (Specific Number)
Eocene Environmental Group	47,076.02	EPA Brownfield
Eocene Environmental Group	4,425.00	EPA Brownfield
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 01/03/25
EUROFINS ENV TESTING NORTH CENTRAL	239.35	NPDES - 01/08/25
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 01/15/25
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 01/29/25
EUROFINS ENV TESTING NORTH CENTRAL	239.35	NPDES - 01/22/25
EXPRESS EMPLOYMENT PROFESSIONALS	897.63	Charge for Temp Lab Tech - ending 01/26/2025
EXPRESS EMPLOYMENT PROFESSIONALS	1,273.88	C063 - Administrative Assistant 02/02/2025
FEDEX	10.09	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	12.38	Fed X Shipping Fee-Water Bottle Sample - Lead
FEHR-GRAHAM & ASSOCIATES LLC	5,262.25	Coates-Brunskill/Southgate Sewer Repair
FEHR-GRAHAM & ASSOCIATES LLC	4,990.00	Tamarack Sanitary Sewer Extension
FERGUSON WATER WORKS SUPPLY #2516	827.58	METER REGISTERS FOR STOCK
FORCE AMERICA	75.02	STOCK ITEMS:
FOUR MOUNDS FOUNDATION	900.00	1791 Lori OAHMP Four Mounds
FOUR MOUNDS FOUNDATION	1,350.00	551 Kaufmann OAHMP Work
Gavin Sarvis	90.00	Basketball Referee
Gavin Sarvis	90.00	BASKETBALL OFFICIALS
GEISLER BROTHERS COMPANY	707.46	Repair Air Conditioner in Bld #20 MCC
GIERKE ROBINSON COMPANY INC	631.23	UNIT# 3277 Replacement Parts
GIESE ROOFING COMPANY	2,980.00	City Hall - Fascia Repairs
GIESE SHEET METAL CO INC	1,237.50	MSC Fix Heat in Conference Room and Other Rooms

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GIESE SHEET METAL CO INC	1,890.21	MSC Garage- Sensor Alarming in Rubbish Bay
GILLIG LLC	31.00	UNIT# 2501 Gas Spring Assembly 53-20347-008
GILLIG LLC	158.86	Stock - Limit Switch and Aluminum Mesh Filters
GRAINGER INC	28.80	safety glasses
GRAINGER INC	277.92	safety glasses and gloves
GRAINGER INC	394.12	stores drop feed reservoir
GRAINGER INC	463.32	leather gloves
GRANICUS INC	9,602.93	CRM and GIS 12/1/24-2/28/25
GRAYMONT WESTERN LIME INC	5,194.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,226.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,202.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,230.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
HANLEY AUTO BODY INC	3,963.00	UNIT# 530004 Mask, Prep and Paint Vehicle Cab/Roof
HARRIS MOTOR SPORTS	647.76	INFO HOLDERS FOR CARTS
HAWKINS INC	6,547.20	Sodium Hypochlorite - Bulk order
HD SUPPLY FACILITIES MAINT LTD	21,086.48	POLYBLEND POLYMER SYSTEM PUMPS-SCADA
HDR ENGINEERING INC	2,967.06	Waste Diversion Project
HDR ENGINEERING INC	19,068.62	FY2025 Annual Services
HDR ENGINEERING INC	2,275.00	PFAS Pilot HDR Task Order #21
HDR ENGINEERING INC	4,481.59	Waste Diversion Project
HDR ENGINEERING INC	13,953.29	DMASWA TO 20 - Horiz Exp Permitting (BLANKET)
HDR ENGINEERING INC	2,817.15	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	9,535.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	17,850.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	13,706.25	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	10,540.00	Sanitary Sewer Asset Mgmt Plan
Heartland Business Systems, LLC	1,237.50	Sourcewell#: 120122-MBSpricing schedule
Heartland Business Systems, LLC	37.00	Sourcewell#: 120122-MBSpricing schedule
HENDERSON PRODUCTS INC	64.60	STOCK 74642 Yoke End, 1/2 - 20 Adjustable
HERBST UPHOLSTERY	150.00	LOWER SEAT UPHOLSTERED
HOGLUND BUS CO INC	665,013.00	Hoglund Mini Buses
Hooks Hydraulics & Equipment	65.08	UNIT#4001
HYGIENIC LABORATORY	344.00	Metals and Nitrates testing fee
HYVEE JOHNSTON	2,904.50	New Officer ILEA Meals
IA ASSN PROFESSIONAL FIRE CHIEFS	200.00	Membership Fees
IIMC	135.00	iimc membership renewal - Gleason
INDEPENDENT PUBLIC ADVISORS LLC	45,316.40	Series 2025ABC
INGRAM LIBRARY SERVICES INC.	1,393.43	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	95.96	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	30.52	Teen Young Adult Print Materials for collection
INGRAM LIBRARY SERVICES INC.	2,062.98	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	149.57	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	41.43	Teen Young Adult Print Materials for collection
INTEGRA FACILITY SERVICES	165.00	January 2025 Cleaning Services for Water Plant
INTERSTATE PIPE & SUPPLY	94.52	parts for installing drip traps in Bld #70
INTERSTATE PIPE & SUPPLY	24.48	Gaskets for Temporary Boiler
INTERSTATE POWER SYSTEMS INC	4,040.20	UNIT# 3471 Defheader Repair and Replacement
IOWA DEPARTMENT OF PUBLIC SAFETY	3,672.00	FY25 Iowa Dept of Public Safety
IOWA DEPT OF PUBLIC SAFETY	2,865.00	FY25 Quarterly Iowa System Jan-Mar2025
IOWA DEPT OF TRANSPORTATION	105.48	Brother Paper Roll for PD Vehicles
Iowa Health System	510.00	EMS Pharmacy Fees 4th Quarter
IOWA ONE CALL	280.60	FY25: Iowa One Call - Utility Locates
J & R SUPPLY COMPANY	1,789.50	PARTS TO FIX LEAK AT 895 MAIN ST
J & R SUPPLY COMPANY	3,640.00	PARTS FOR MAINBREAKS AND VALVES
J & R SUPPLY COMPANY	21.75	parts- piping chemical to the blended sludge pipe
J & R SUPPLY COMPANY	3,590.00	SAWS FOR CUTTING PIPES - MAIN BREAKS
JAEGER PLUMBING & PUMP INC	116.25	Service work at Arboretum
JILL M CONNORS	512.77	jc - reimbursement for flight
Johannan J Frost	210.00	Basketball Referee
Johannan J Frost	90.00	Basketball Referee
Johannan J Frost	90.00	BASKETBALL OFFICIALS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
JOHNSON CONTROLS FIRE PROTECTION	2,971.86	Annual Fire Service Agreement
JOHNSON CONTROLS FIRE PROTECTION	1,446.57	Annual Fee for Elevator Monitoring
JUSTIN M HOGAN	466.64	Travel Reimb - NFMT Conference - Las Vegas
KAFER LAWN CARE LLC	2,250.00	Trace snow and freezing rain clearing
KAFER LAWN CARE LLC	900.00	Trace snow fall
KEN SAIKI DESIGN INC	49,831.75	COMISKEY PARK -PHASE 2
KENNETH J MEYER	385.00	SHOP SUPPLIES:
KEY CITY CONCRETE CREATIONS	4,891.92	Lagen St Sidewalk
Key Lime Air Corp	361,762.02	Minimum Revenue Guarantee-SCASD Grant
KILBURG EQUIPMENT LLC	1,192.25	UNIT# 3402 Replace Follower Panel
KILBURG EQUIPMENT LLC	1,961.86	UNIT# 3402 Replacement Parts
KIM A HERRIG	492.50	FY25 Custodial Services for 300 Main, Suite 330
KITTO, BETH Y	60.16	UB 04520 819 STONE RIDGE
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 01/24/25
KRUSER SEPTIC SERVICE INC	385.00	2121 Heeb - Inspect Line
LIME ROCK SPRINGS CO	108.54	BEVERAGES THROUGH JUNE 2025
LINK HYDRAULIC & SUPPLY	804.84	UNIT# 3223 Cylinder Reseal -
LORAS COLLEGE	100,790.39	Solid Waste Management Office Expenses
LORAS COLLEGE	23,599.72	Solid Waste Management Office Expenses
Lotus Engineering and Sustainability	1,087.50	Greenhouse gas inventory work
MACQUEEN EQUIPMENT GROUP	5.78	SCBA Repair
MARTIN EQUIPMENT OF IL INC	197.82	unit 4034 wiring harness/freight
MARTIN EQUIPMENT OF IL INC	103.64	UNIT# 3476 Filter Replacement
MARTIN EQUIPMENT OF IL INC	198.20	UNIT# 3456 Vehicle Replacement Parts
MARTIN EQUIPMENT OF IL INC	629.46	UNIT# 4930 Alternator Replacement
MARTIN EQUIPMENT OF IL INC	299.32	UNIT# 3210 Wet Charged Battery< BCI 24, CCA 550
MARTIN EQUIPMENT OF IL INC	42.72	UNIT# 3455 Replacement Parts:
MARTIN EQUIPMENT OF IL INC	1,125.45	UNIT# 3476 Filter Replacement
Matthew Dressler	5,050.00	1791 Lori St HHP Work
MAV RESTORATIONS LLC	28,650.00	550 W 8th LHH21 Construction
MCDERMOTT EXCAVATING	12,623.29	4930 Camelot-Ditch Remediation
MCGRATH AUTOMOTIVE GROUP INC	224.34	UNIT# 2614 Replacement Spring
McNeilus Truck and Manufacturing	335,698.00	2023 Freightliner Side Loader Trucks
MH LOGISTICS CORP	867.62	unit 3404 shoe block pt
MIDWEST CONCRETE INC	64,687.95	PCC/Sidewalk Trail: Chaplain Schmitt Trail Connect
MIDWEST TAPE LLC	241.43	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	87.72	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	33.72	Children's AV and Video materials for collection
MIDWEST TAPE LLC	10.49	Children's AV and Video materials for collection
MIDWEST TAPE LLC	799.18	DVD, BluRay and CD Audio for adult collection
MIKE FINNIN FORD LLC	77.01	UNITS# 530003, 530004, and 530002 License Bracket
MIKE FINNIN FORD LLC	193.55	unit 2615 oil leak svc
MIKE FINNIN FORD LLC	670.00	UNIT# 3450 Oil Change, Tie Rod Replacement, Alignm
MILE HIGH SHOOTING ACCESSORIES LLC	6,957.46	308 Rifle with accessories
MILLER COMPANIES LLC	24,793.00	744 Main Street
MIRACLE CAR WASH CORP	39.26	PATROL TRUCKS WASHED- JAN 2025
MIRACLE CAR WASH CORP	125.46	FY25 Miracle Car Wash Corp
MODERN PIPING INC	1,934.50	Service Temporary Boiler - 01/20/2025
MODERN PIPING INC	4,013.00	Bld #75 Injection Quill for dosing the digesters
MOLO PETROLEUM LLC	19,620.44	MSC fuel island fill
MOLO PETROLEUM LLC	19,177.24	MSC fuel island fill
MOLO PLUMBING & HEATING	6,500.00	Replaced Air Handler for IT Server Room
MOLO PLUMBING & HEATING	95.00	Turned off Water to fountain
MORRISON BROTHERS CO	40.00	UNIT# 130005 Custom Cut Plate for Vehicle
MSA PROFESSIONAL SERVICES INC	465.00	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MULGREW OIL COMPANY	806.16	# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	1,951.03	# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	1,226.36	# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	696.80	#1 DYED DIESEL ULS15PPM
MULGREW OIL COMPANY	557.44	#1 DYED DIESEL ULS15PPM
MUNICIPAL PIPE TOOL CO LLC	310.96	Sewer- Adapter

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
NEAL REPAIR LLC	200.00	UNIT#3471 Charge A/C A1 Jon Compactor
NEAL REPAIR LLC	800.00	UNIT#3475 Truck Tire Repair
NICHOLS CONTROLS & SUPPLY	24.45	Flight Ops Bld HVAC part
North East Iowa Regional League of Cities	75.00	North East Iowa Regional League Membership-COD
OLSON ALUMINUM CASTING LTD	5,882.18	Casting, Bi-Directional Axis Mounting
O'REILLY AUTOMOTIVE INC	64.96	UNIT# 1925 Motor Oil Purchase
O'REILLY AUTOMOTIVE INC	260.00	UNIT# 2303 Oil Filter Adaptor Replacement
O'REILLY AUTOMOTIVE INC	(22.00)	Unit#2683 8D3ST Battery
O'REILLY AUTOMOTIVE INC	(185.18)	UNIT#2114 90EXT Battery
O'REILLY AUTOMOTIVE INC	83.16	STOCK Items:
O'REILLY AUTOMOTIVE INC	(15.38)	Unit #2616 Vehicle Engine Belts
O'REILLY AUTOMOTIVE INC	(20.00)	Unit#2903 Bracketed Calipers (Brakes)
O'REILLY AUTOMOTIVE INC	113.31	UNIT# 1914 Replacement Parts
O'REILLY AUTOMOTIVE INC	(44.00)	Unit#2691 8D3ST Battery
O'REILLY AUTOMOTIVE INC	119.99	UNIT# 110013 Replace Brake Parts
O'REILLY AUTOMOTIVE INC	153.96	UNIT# 110013 Brake Parts
ORIGIN DESIGN CO	6,936.25	Kerper Lift Station Consulting Engineering
ORIGIN DESIGN CO	11,617.50	PROFESSIONAL SVCS - LEAD SVC LINE REPL. PROJ
ORIGIN DESIGN CO	4,778.12	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	6,990.00	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	8,500.00	DUBUQUE SHALLOW WELL FIELDS FIBER PATH PERMITTING
ORIGIN DESIGN CO	482.00	2023 Bridge Inspection Load Ratings
Paladin Drones Inc	9,500.00	Drone & Livestream Subscription Package
PAMELA J CONNOLLY	450.00	CHAIR YOGA & GENTLE FULL BODY CONDITIONING
Paradigm Software, LLC	7,444.00	DUIA- Annual Standard Support 03/25-02/2026
Parsons Transportation Group Inc	24,790.14	STREETS Project
Patrick Quarnstrom	90.00	Basketball Referee
Patrick Quarnstrom	90.00	BASKETBALL OFFICIALS
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
PIGOTT INC.	14,901.92	2nd Floor Engineering Admin Office Updates
Pomp's Tire Service, Inc.	114.00	LF- Service Charge for IN: 0770057210
PRECISE MRM LLC	860.00	2024-10 Subscription
PRECISE MRM LLC	360.00	FY25: Automatic Vehicle Locator Software
QUAD OPTICAL SERVICES LLC	14,164.86	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	2,100.80	Fiber Builds - Ancillary Services
QUAD OPTICAL SERVICES LLC	2,278.00	Fiber Builds - Ancillary Services
QUEEN B RADIO WISCONSIN INC	64.00	Denver Air Conn Marketing - New service ORD-DBQ
QUEEN B RADIO WISCONSIN INC	43.00	Denver Air Conn Marketing - New service ORD-DBQ
QUEEN B RADIO WISCONSIN INC	300.00	Airport radio advertising - January 2025 WGLR-FM
QUEEN B RADIO WISCONSIN INC	304.00	Airport radio advertising - January 2025 WPVL-FM
R & R PRODUCTS COMPANY	331.40	Machine Equipment Maintenance
RACOM CORPORATION	1,532.58	City Attorney Entrance Camera
RACOM CORPORATION	1,085.00	Eng Portable EOC Radio Support Contract 24-25
RACOM CORPORATION	743.76	Unit 420001 Radio Installation
RACOM CORPORATION	4,712.00	JULE BUS RADIO MAINTENANCE FY25
RACOM CORPORATION	7,232.76	20 Addt. Milestone Licenses & Support
RACOM CORPORATION	222.85	Programming of Radios in 2024 Chevy Tahoes
RAM SERVICES LLC	1,020.00	874 S. Grandview HH RAM Radon Install
RAM SERVICES LLC	1,095.00	1059 Center PI HH RAM Radon Install
RAPIDS REPRODUCTION INC	484.37	Ink and paper supplies for the plotter
RDG PLANNING & DESIGN	115,271.72	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	13,600.57	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	5,321.28	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	2,973.75	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	7,185.97	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	14,310.00	Q Casino Amphitheater Planning-New PO w/New Coding
REGIONAL AIRLINE ASSOCIATION	1,250.00	Annual membership dues
RILCO, Inc	4,710.00	SHOP Item DEF BULK
RILCO, Inc	350.00	Def Bulk
RILCO, Inc	893.75	stores DEF & TEC-GUARD
RILCO, Inc	1,498.75	stores ROTELLA & TEC-GUARD

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RIVER CITY STONE	1,818.59	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	625.88	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RONDINELLI MUSIC	69,886.00	SOUND EQUIPMENT
ROWELL CHEMICAL CORP	8,529.76	FY25-26 SODIUM HYPOCHLORITE BLANKET ORDER FOR WATE
RSM US LLP	26,250.00	Services through 12/15/24
SADLER POWER TRAIN INC	24.51	UNIT# 1920: D2 Air Govenor High Temp
SADLER POWER TRAIN INC	180.88	STOCK: LED Signal Stat
SADLER POWER TRAIN INC	15.21	UNIT# 1916: Model 15 Red LED C/M Lamp
SADLER POWER TRAIN INC	422.92	UNIT#3411 Brake Repairs
SADLER POWER TRAIN INC	29.76	UNIT# 3412 O-Ring Replacement
SADLER POWER TRAIN INC	239.59	UNIT# 3412 Engine Replacement Parts -
SADLER POWER TRAIN INC	449.19	STOCK Inventory Items
SADLER POWER TRAIN INC	82.90	UNIT# 540001 Amber LED Mini-Light Bar Replacement
SADLER POWER TRAIN INC	100.32	STOCK INVENTORY -
Sewer AI Corporation	227.86	AUTOCODE PACP, LACP, & MACP Services-Pay as you Go
SEWER EQUIPMENT	1,044.09	UNIT# 2703 Replacement Parts -
SOFTCHOICE CORPORATION	6,877.77	Synology FlashStation
SPAHN & ROSE LUMBER	9,500.00	RESTROOM PARTITIONS
ST LUKES HEALTH - UNITYPOINT CLINIC	504.00	FY25 Drug Screens - 1/10 to 1/27/2025
STEVEN J SCHILLING	93.40	Mileage Reimbursement
Steven R. Allen	7,454.00	FLOODING REPAIRS
STRAND ASSOCIATES INC	797.91	Bergfeld Pond Outlet Structure Repair
STRAND ASSOCIATES INC	504.70	UBBC Railroad Culverts & Sanitary Sewer Crossing
STRAND ASSOCIATES INC	168.23	UBBC Railroad Culverts & Sanitary Sewer Crossing
STRAND ASSOCIATES INC	797.91	Bergfeld Pond Outlet Structure Repair
SUPERION, LLC	155,415.00	Cad Mobile/RMS
SUPERION, LLC	249,711.40	Cad Mobile/RMS
SUPERION, LLC	117,328.72	Cad Mobile/RMS
Telos Corporation	302.75	Fingerprint checks for TSA security
TENNANT SALES & SERVICE CO	311.30	MSC scrubber repair
TENNANT SALES & SERVICE CO	391.30	UNIT# 4442 Replacement Parts:
THE FISCHER COMPANIES	80.00	parking fees/IH/RC031186
THE FISCHER COMPANIES	480.00	January Parking for IT - 12 spaces
THE LOCKSMITH EXPRESS	12.50	Key Duplication
THE LOCKSMITH EXPRESS	190.00	After hours Emergency Service
THEISENS INC	24.27	Supplies for FBO urnial
THEISENS INC	53.99	Tranist Uniform shoes
THOMAS J KIEFER	90.00	Basketball Referee
THOMPSON TIRE & RETREAD	430.00	UNIT#2705 New Tires LT225/75R17 Hankook
THOMPSON TRUCK & TRAILER INC	(1,058.99)	unit 3451 service
THOMPSON TRUCK & TRAILER INC	5,791.04	UNIT# 2691 Repair C&A Oil Leak
THOMPSON TRUCK & TRAILER INC	(213.95)	unit 2704 power pump
THOMPSON TRUCK & TRAILER INC	960.83	UNIT# 2682 Turbocharger Kit
THOMPSON TRUCK & TRAILER INC	(7.01)	UNIT#3405 2888173NX Injector, Doser
THOMPSON TRUCK & TRAILER INC	625.17	unit 3408 steering part core
THOMPSON TRUCK & TRAILER INC	66.14	UNIT# 1905 Replacement Part
THREE RIVERS FS INC	494.11	Propane for the Temporary Heater - Boiler Rm #75
THREE RIVERS FS INC	811.25	LF- Green Power Fluid 55 Gal Dr
THREE RIVERS FS INC	43.65	LP Gas 33 # Cylinder
THREE RIVERS FS INC	43.65	SHOP USE - LP Gas Cylinder (33lbs)
Tim Hildreth Company, Inc.	8,887.33	WRRC Post 12/4/24 Boiler Inspection
TIMOTHY J WITTSTOCK	297.00	Nitrile Gloves for Patrol
TIMOTHY L SPECHT	14,325.00	2302 Prince Street LHH
TOWNSQUARE MEDIA LLC	5,000.00	Digital Advertising - DBQ Airport - January 2025
TOWNSQUARE MEDIA LLC	600.00	Airport radio advertising - January 2025
Toys for Trucks Inc	379.98	UNIT# 540001 Frame Backrack and Hardware
Tracker Software Products (Canada) Ltd	9,587.50	PDF Software Subscription
TREASURER STATE OF IOWA ILEA	5,125.00	ILEA Basic Level training Academy
TRI CITY ELECTRIC COMPANY OF IA	857.00	Install data cables for computer kiosk
TRICON CONSTRUCTION GROUP	15,973.38	Granger Creek Lift Station Improvements
TRICON CONSTRUCTION GROUP	159,594.07	Granger Creek Lift Station Improvements

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
TSCHIGGFRIE EXCAVATING	800.00	Grease Spill Clean up - 01/07/25
TSCHIGGFRIE EXCAVATING	14,862.12	Twin Ridge Lift Station Abandonment Project
TURPIN DODGE OF DUBUQUE LLC	76.50	UNIT# 2303 Replacement Part: Resonator Hold
TURPIN DODGE OF DUBUQUE LLC	(50.00)	UNIT#1914 68227486AB Sensor Nihold
UNION HOERMANN PRESS	1,884.60	Utility Bill Insert-Winter Reminder
UNION HOERMANN PRESS	465.00	City Government 101 brochures
UNISON SOLUTIONS INC	275.00	Monthly Analysis of H2S for Air Permit compliance
UNIVERSITY OF DUBUQUE	1,536.04	FY2025 Franchise Fees
UNIVERSITY OF DUBUQUE	6,734.18	FY2025 Franchise Fees
Valentine Construction Co LLC	1,450.00	Julien Dubuque Bridge Snow Removal
VAN METER INDUSTRIAL INC	7,481.12	PLC replacement for Plaza Dr LS 2
Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
Vidl Solutions, Inc	2,100.00	CC Goal-Organizational Culture Continuous Improvem
Viterra USA Grain, LLC	1,310.64	FY2025 Unloading Salt Barges
VRBAN FIRE PROTECTION INC	1,450.00	Port Ramp Service Call
Warren County Municipal Clerks' Association	50.00	registration- Athenian Dialogue (CC)
WELDON TIRE	21.80	TIRE REPAIR
WESTPHAL & COMPANY, INC	11,697.50	Data Center Access System
WESTPHAL & COMPANY, INC	23,555.00	WRRRC Access Control Upgrades
WEX HEALTH INC	1,069.01	FY25 COBRA, Commuter, FSA Admin - January 2025
WHKS AND COMPANY	1,129.40	WRRRC Explosion Structural Support
Wilson Restaurant Supply	2,109.46	BANQUET CARTS
WIN-911 SOFTWARE	8,250.00	WIN 911 - Pro Subscription Renewal(3 yr term)
	<u>\$ 4,033,864.88</u>	

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Resolution Supporting Iowa State Historic Preservation Tax Credit Part 2B Application for 1047 Bluff Street
SUMMARY:	City Manager recommending City Council review and approval of a Resolution of Support for the Iowa State Historic Preservation Tax Credit Part 2B Application for a project by Forward Investments Group LLC for a project at 1047 Bluff Street. RESOLUTION In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By Forward Investments Group LLC For A Historic Rehabilitation Project At 1047 Bluff Street
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

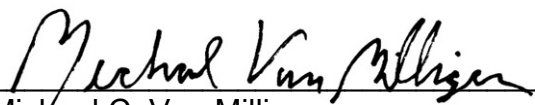
SUBJECT: Resolution Supporting Iowa State Historic Preservation Tax Credit Part 2B Application for Forward Investments Group LLC for a Project at 1047 Bluff Street

DATE: February 11, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council review and approval of a Resolution of Support for the Iowa State Historic Preservation Tax Credit Part 2B Application for a project by Forward Investments Group LLC for a project at 1047 Bluff Street.

Forward Investments Group LLC is creating three new residential rental units at 1047 Bluff Street and restoring the building's façade in accordance with State Historic Preservation Office standards. The City of Dubuque partnered with Forward Investments Group LLC on this project by awarding downtown rehabilitation grants and a housing creation incentive all totaling \$65,000. The project will also receive 15 years of tax increment financing for creating new residential housing in the Greater Downtown Urban renewal Area.

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
Ian Hatch, Assistant 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: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Supporting Iowa State Historic Preservation Tax Credit Part 2B Application for Forward Investments Group LLC for a Project at 1047 Bluff Street

DATE: February 7, 2025

INTRODUCTION

This memorandum presents for City Council review and approval a Resolution in support of Iowa State Historic Preservation Tax Credit Part 2B Application for a project by Forward Investments Group LLC for a project at 1047 Bluff Street.

BACKGROUND

The Iowa State Historic Preservation Office awards tax credits and exemptions to encourage the reuse of historic properties, while retaining historic character defining features. The State Tax Credit, Federal Tax Credit, and County Tax Credit Exemption programs contribute to the revitalization and preservation of historic properties across the state. All three programs utilize the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings and the Guidelines for Rehabilitating Historic Buildings. City support helps project applications score higher and increases the likelihood that a Part 2B application will result in an award of Historic Preservation Tax Credits for a project.

DISCUSSION

Forward Investments Group LLC is creating three new residential rental units at 1047 Bluff Street and restoring the building's façade in accordance with State Historic Preservation Office standards. The City of Dubuque partnered with Forward Investments Group LLC on this project by awarding downtown rehabilitation grants and a housing creation incentive all totaling \$65,000. The project will also receive 15 years of tax increment financing for creating new residential housing in the Greater Downtown Urban renewal Area.

BUDGET IMPACT

There is no impact on the City's budget in order to express support for the project.

RECOMMENDATION

I respectfully request City Council approve the attached Resolution of Support for the Iowa State Historic Preservation Tax Credit Part 2B Application for the above project.

RESOLUTION NO. ____-25

**IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION
TAX CREDIT PART 2B APPLICATION SUBMITTED TO
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
BY FORWARD INVESTMENTS GROUP LLC
FOR A HISTORIC REHABILITATION PROJECT AT 1047 BLUFF STREET**

WHEREAS, Forward Investments Group LLC has requested City support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority (“IEDA”) for the rehabilitation of its historic church building located at 1047 Bluff Street, Dubuque, Iowa (the “Project”); and

WHEREAS, the building is a contributing building in the Jackson Park Historic District and is eligible for State Historic Preservation Tax Credits for the rehabilitation of the building; and

WHEREAS, the successful completion of the Project requires funding from a number of sources, including the State of Iowa Historic Preservation Tax Credit; and

WHEREAS, the Historic Preservation Tax Credit Part 2B application is a competitive application that gives points for various aspects, including local government support of the Project in the jurisdiction of which it is located; and

WHEREAS, City support will help the Project to score higher on its application and increase the likelihood that the Part 2B application results in an award of Historic Preservation Tax Credits for the Project.

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

Section 1. The City Council of the City of Dubuque does hereby express its support for the Project and for Forward Investments Group LLC to submit its Historic Preservation Part 2B application to the IEDA seeking an award of Historic Preservation Tax Credits for the Project.

Section 2. The City’s Office of Economic Development is directed to transmit a copy of this resolution to Forward Investments Group LLC.

Passed, approved, and adopted this 17th day of February, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Hy-Vee, Inc. 2023 Property Tax Appeal Stipulation of Settlement Notice
SUMMARY:	Senior Counsel transmitting notice of a Stipulation of Settlement for a 2023 property tax appeal filed by Hy-Vee, Inc. for their property located at Parcel No. 1017476005.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. TaxingBodiesLetter_AGENDA _ signed
2. Stipulation of Settlement - Fully Executed
3. Notice of Voluntary Settlement _ signed

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

February 6, 2025

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: Hy-Vee, Inc. vs. City of Dubuque Board of Review
2023 Property Tax Appeal
District Court for Dubuque County Case No. EQCV114873**

Enclosed is a copy of the Stipulation of Settlement regarding a tax assessment appeal filed by Hy-Vee, Inc. with the District Court for Dubuque County. 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 this appeal. The property is located at 2395 Northwest Arterial, Dubuque, Iowa and is operated by Hy-Vee as a grocery store. The appeal is for the January 1, 2023 assessed value.

The January 1, 2023 assessed value of the property was \$6,081,400.00. Hy-Vee filed a protest with the Board of Review claiming a value of \$3,040,700. The Board did not reduce the value of the property and Hy-Vee filed this appeal with the Iowa District Court.

Proposed Settlement

After appraisals were submitted by each party offers were made by each side to settle the appeal. The parties have reached a proposed settlement agreement. The tentative settlement is for an assessed value for January 1, 2023 and January 1, 2024 of \$5,750,000.00.

Pursuant to the Stipulation of Settlement the appeal will be dismissed and the assessed value will be adjusted to \$5,750,000.00 for 2023 and 2024.

The assessed value for 2023 and 2024 will be apportioned as follows:

Land	\$1,656,900.00
Building	\$4,093,100.00
Total	\$5,750,000.00

The proposed settlement will be presented to the Iowa District Court after fourteen (14) days from the date indicated on the enclosed Notice of Voluntary Settlement. If there are any objections to the proposed settlement they should be made known to the Court 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,



Barry A. Lindahl, Esq.
Senior Counsel

Enclosures

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

IN THE DISTRICT COURT FOR DUBUQUE COUNTY

HY-VEE, INC.,

Plaintiff-Appellant,

vs.

CITY OF DUBUQUE BOARD OF
REVIEW,

Defendant-Appellee.

Case No. EQCV114873

STIPULATION OF SETTLEMENT

Plaintiff, Hy-Vee, Inc. and Defendant, Dubuque City Board of Review, state to the Court that the pending litigation with regard to the tax assessment for the following-described property as of January 1, 2023 and January 1, 2024:

(Parcel No. 1017476005)

has been settled and agreed upon as follows:

Valuation:

Land	\$1,656,900.00
Buildings	\$4,093,100.00
Total	\$5,750,000.00

It is further agreed that the Valuation of \$5,750,000.00 shall be effective for 2023 and 2024.

It is further agreed that upon entry of a Court Order confirming the above settlement, the above pending litigation shall be dismissed with prejudice and the costs shall be paid by Plaintiffs.

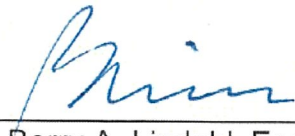
Dated this 5TH day of February, 2025

HY-VEE, INC.

By: 
Brett R. Marshall
Lane & Waterman, LLP
220 North Main Street, Suite 600
Davenport, IA 52801

Attorney for Plaintiff

CITY OF DUBUQUE BOARD OF
REVIEW

By: 
Barry A. Lindahl, Esq.
Suite 330, Harbor View 220
300 Main Street
Dubuque, IA 52001

Counsel for the City of Dubuque
Board of Review

IN THE DISTRICT COURT FOR DUBUQUE COUNTY

HY-VEE, INC.,

Plaintiff,

vs.

CITY OF DUBUQUE BOARD OF
REVIEW,

Defendant.

Case No. EQCV114873

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 Plaintiff and the Dubuque City Board of Review, Defendant, have entered into a voluntary settlement of this assessment appeal.

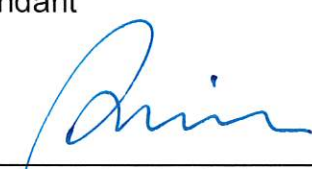
A copy of the proposed Stipulation of Settlement is attached hereto.

This Stipulation of Settlement will be presented to the above-named Court for approval after fourteen days from the date of this Notice.

Dated this 6th day of FEBRUARY, 2025.

Dubuque City Board of Review,
Defendant

By


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

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: Real Property Exchange Agreement between the City of Dubuque and Theisen's Warehouse, LLC.

SUMMARY: City Manager recommending City Council adopt a resolution Accepting the Deed from Theisen's Warehouse LLC per the Real Property Exchange Agreement which was approved at the January 6, 2025 City Council meeting.
RESOLUTION Accepting The Deed To Certain Real Estate In Dubuque County, Iowa From Theisen's Warehouse, LLC

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

ATTACHMENTS:

1. MVM Memo
2. MVM Theisen's Accepting Deed
3. Accepting Deed Theisen's Warehouse Resolution _ 02112025
4. Theisen's Warranty Deed _ Signed

TO: The Honorable Mayor and City Council Members

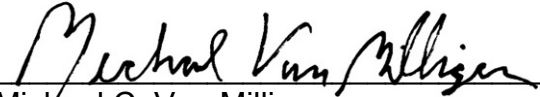
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Real Property Exchange Agreement between the City of Dubuque and Theisen's Warehouse, LLC

DATE: February 13, 2025

Senior Counsel Barry Lindahl is recommending City Council adopt a resolution Accepting the Deed from Theisen's Warehouse LLC per the Real Property Exchange Agreement which was approved at the January 6, 2025 City Council 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
Barry Lindahl, Senior Counsel



BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

To: Michael Van Milligen
City Manager

DATE: February 17, 2025

RE: Real Property Exchange Agreement between the City of Dubuque and
Theisen's Warehouse, LLC.

On January 6, 2025, the City Council approved the Real Property Exchange Agreement between the City of Dubuque and Theisen's Warehouse, LLC for the property legally described as follows:

Lot 2A Dubuque Industrial Center West 9th Addition being part of Lot 2 of Dubuque Industrial Center West 9th Addition in the Northeast Quarter of the Southeast Quarter of Section 30, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Dubuque County, Iowa, subject to easements and restrictions of record.

The terms of the Real Property Exchange Agreement have now been met.

I recommend that the attached Resolution Accepting the Deed be submitted to the City Council for consideration and approval.

BAL:JLM

cc: Crenna Brumwell, City Attorney

Prepared by Barry A. Lindahl 300 Main Street, Suite 330 Dubuque IA 52001 563 583-4113
Return to Prepared by Barry A. Lindahl 300 Main Street, Suite 330 Dubuque IA 52001 563 583-4113

RESOLUTION NO. ____ 25

**ACCEPTING THE DEED TO CERTAIN REAL ESTATE IN DUBUQUE COUNTY, IOWA
FROM THEISEN'S WAREHOUSE, LLC**

WHEREAS, Theisen's Warehouse, LLC is the owner of the following real estate

Lot 2A Dubuque Industrial Center West 9th Addition being part of Lot 2 of Dubuque Industrial Center West 9th Addition in the Northeast Quarter of the Southeast Quarter of Section 30, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Dubuque County, Iowa, subject to easements and restrictions of record

(the Property)

; and

WHEREAS, the City of Dubuque (City) and Theisen's Warehouse, LLC (Theisen's) entered into a Purchase Agreement pursuant to which Theisen's agreed to convey the Property to City; and

WHEREAS, the terms of the Purchase Agreement have been fulfilled by the parties; and

WHEREAS, the City Council finds that it is the best interest of the City to accept Deed from Theisen's Warehouse, LLC.

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

1. The City of Dubuque, Iowa, hereby accepts the Deed from Theisen's Warehouse, LLC, a copy of which is attached hereto.

2. The City Clerk is hereby authorized and directed to record this Resolution and the Deed with the Dubuque County Recorder.

Passed, approved and adopted this _____ day of _____, 2025.

Brad M. Cavanaugh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
Recorder's Cover

Preparer Information:

Paul J. Sigwarth, O'Connor & Thomas, P.C., 1000 Main Street, Dubuque, IA 52001, Tel: (563) 557-8400 (kmp)

Taxpayer Information:

The City of Dubuque, Iowa, 50 West 13th Street, Dubuque, IA 52001

Return Document To:

The City of Dubuque, Iowa, 50 West 13th Street, Dubuque, IA 52001

Grantor:

Theisen's Warehouse, LLC

Grantee:

The City of Dubuque, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of One Dollar (\$1.00) and other valuable consideration, Theisen's Warehouse, LLC, an Iowa limited liability company, does hereby Convey to The City of Dubuque, Iowa, an Iowa municipal corporation, the following described real estate in Dubuque County, Iowa:

Lot 2A Dubuque Industrial Center West 9th Addition being part of Lot 2 of Dubuque Industrial Center West 9th Addition in the Northeast Quarter of the Southeast Quarter of Section 30, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Dubuque County, Iowa, subject to easements and restrictions of record.

This deed is exempt according to Iowa Code 428A.2(21).

The grantor hereby covenants with grantee, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: February 3, 2025

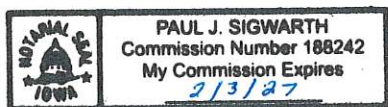
THEISEN'S WAREHOUSE, LLC,
an Iowa limited liability company

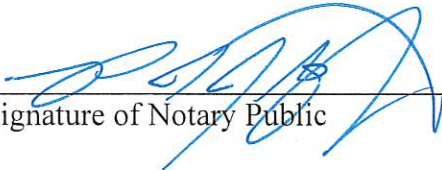
By 
Chris Theisen, Manager

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on February 3, 2025, by Chris Theisen, as Manager, of Theisen's Warehouse, LLC.

(insert notary stamp or seal below)




Signature of Notary Public

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE: Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC

SUMMARY: City Manager recommending City Council approval of the Assignment of Development Agreement by and among Novelty Iron Landlord, LLC, GT Novelty, LLC and GT Novelty Condos, LLC.
RESOLUTION Approving An Assignment Of Development Agreement By Novelty Iron Landlord, LLC To GT Novelty, LLC And GT Novelty Condos, LLC

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

ATTACHMENTS:

1. MVM Memo
2. Novelty Assignment MVM Memo
3. Novelty Assignment Resolution_01282025
4. Novelty Assignment of DA SIGNED
5. Letter to Council re Assignment of Development Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

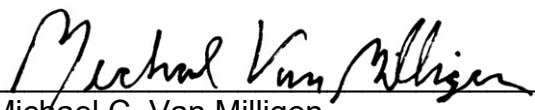
SUBJECT: Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC

DATE: February 13, 2025

Senior Counsel Barry Lindahl is recommending City Council approval of the Assignment of Development Agreement by and among Novelty Iron Landlord, LLC GT Novelty, LLC and GT Novelty Condos, LLC.

GT Novelty, LLC recently purchased Units 1 and 2 and GT Novelty Condos, LLC purchased Unit 3. They are now requesting approval of the attached Assignment of Development Agreement by Novelty Iron Landlord, LLC to GT Novelty, LLC and GT Novelty Condos, LLC. GT Novelty Condos, LLC intends to request a revised Development Agreement with the City to allow Unit 3 to be constructed as condominium units.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL



M E M O

To: Michael C. Van Milligen
City Manager

DATE: February 17, 2025

RE: Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC

Attached is a letter from Attorney Flint Drake requesting City Council approval of the attached Assignment of Development Agreement by and among Novelty Iron Landlord, LLC, GT Novelty, LLC and GT Novelty Condos, LLC.

Background

A Development Agreement was entered into in 2013 by and between the City of Dubuque and Warehouse Trust, LLC, now Novelty Iron Landlord, LLC, for the development of the Novelty Ironwork Building in the Millwork District (the Property). The Development Agreement Minimum Improvements required the construction of seventy-six market rate apartments and not less than 34,000 square feet of retail space. A Certificate of Completion for the Minimum Improvements was issued by the City in 2016.

The Development Agreement was amended a number of times for matters that are not relevant to the current request for approval of the Assignment.

The Property was placed in a condominium form of ownership in 2014, with 3 units:

- Unit 1 is the apartments
- Unit 2 is the commercial space
- Unit 3 is undeveloped and currently vacant

In 2022, Novelty Iron Landlord, LLC entered into a Purchase Agreement with Dubuque Hotel L.L.C. for the sale of the Property. A Sixth Amendment, approved by the City Council in 2022, provided that the condominium units would be amended to 2 units:

- Unit A includes the original apartments and retail space

- Unit B was to be improved as a hotel

The Development Agreement was also assigned by Novelty Iron Landlord, LLC to Hotel L.L.C. contingent on the closing on the Purchase Agreement.

An Eighth Amendment by the parties attempted to further revise the Purchase Agreement and Assignment. However, the parties were not able to close on the Purchase Agreement and as a result the Purchase Agreement and Assignment never took effect.

Purchase by GT Novelty, LLC

GT Novelty, LLC recently purchased Units 1 and 2 and GT Novelty Condos, LLC purchased Unit 3. They are now requesting City approval of the attached Assignment of Development Agreement by Novelty Iron Landlord, LLC to GT Novelty, LLC and GT Novelty Condos, LLC. GT Novelty Condos, LLC intends to request a revised Development Agreement with the City to allow Unit 3 to be constructed as condominium units.

Requested Action

I respectfully request that the Assignment of Development Agreement be submitted to the City Council for consideration and approval.

BAL:JLM

Attachments

cc: Crenna Brumwell, City Attorney
Flint Drake, Esq.

RESOLUTION NO. ____ - 25

APPROVING AN ASSIGNMENT OF DEVELOPMENT AGREEMENT BY NOVELTY IRON LANDLORD, LLC TO GT NOVELTY, LLC AND GT NOVELTY CONDOS, LLC

WHEREAS, a Development Agreement was entered into in 2013 by and between the City of Dubuque and Warehouse Trust, LLC, now Novelty Iron Landlord, LLC, for the development of the Novelty Ironwork Building in the Millwork District (the Property); and

WHEREAS, GT Novelty, LLC and GT Novelty Condos, LLC recently purchased the Property and are now requesting City approval of the attached Assignment of Development Agreement; and

WHEREAS, the City Council finds that the Assignment of Development Agreement should be approved.

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

Section 1. The Assignment of Development Agreement is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such action as may be necessary to implement the Assignment of Development Agreement.

Passed, approved and adopted this ____ day of _____, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder

ASSIGNMENT OF DEVELOPMENT AGREEMENT

RE: Lot 2 of Lot 1 of CENTER CITY PLACE #2, in the City of Dubuque, Iowa, according to the recorded Plat thereof,

AND

Unit 1, Unit 2 and Unit 3 of NOVELTY IRON WORKS CONDOMINIUMS located on Lot 1 of Lot 1 of CENTER CITY PLACE #2, in the City of Dubuque, Iowa, according to Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934 and the recorded Plat thereof;

This Assignment of Development Agreement is made effective on the date executed by the City of Dubuque, Iowa, by and between NOVELTY IRON LANDLORD, LLC ("Assignor"), and GT NOVELTY, LLC and GT NOVELTY CONDOS, LLC ("Assignees").

RECITALS

- A. Assignor is the Developer under a Development Agreement with the City of Dubuque, Iowa ("City") reflected in a Memorandum of Development Agreement filed March 11, 2014 as Instrument No. 2014-2311, as amended (the "Development Agreement");
- B. The Development Agreement specifies various rights and obligations of the Assignor and the City of Dubuque related to the development of the former Novelty Iron building located on the land described above, known locally as 333 E. 10th St., Dubuque, Iowa, 52001;
- C. Assignor desires to assign all of its interest in and to the Development Agreement to Assignees (to Assignee GT Novelty, LLC as to Units 1 and 2 and to GT Novelty Condos, LLC as to Unit 3) and Assignees desires to accept such assignment and agrees to be bound by the terms thereof;

- D. The assignment by Assignor to Assignee hereunder is permanent and complete and Assignor retains no rights under the Development Agreement whatsoever as of the date hereof, with the exception of rights to Economic Development Grant (tax increment financing) payments due for real taxes to be paid in March, 2025 and September, 2025. The Grant payments due to Developer in May and November, 2025 (the "Retained TIF Payments") shall be paid directly from City to Assignor. All such Grant payments due thereafter shall be paid to GT Novelty, LLC;
- E. The City of Dubuque, Iowa has authorized this Assignment in the Development Agreement as amended; and,
- E The parties desire to reduce this Assignment to writing.

THEREFORE, Assignor hereby assigns to Assignees the Development Agreement pursuant to the following terms and conditions:

1. Assignment. Assignor hereby assigns to Assignee GT Novelty, LLC as to Units 1 and 2, and to Assignee GT Novelty Condos, LLC as to Unit 3, and Assignees hereby accept from Assignor, this assignment of the Development Agreement, which assignment includes all rights and obligations of any sort whatsoever of Assignor thereunder such that, upon acceptance hereof by Assignees, Assignor shall have no right or interest whatsoever in and to the Development Agreement as of the date hereof with the exception of the Retained TIF Payments and Assignees shall carry out all obligations of, and be entitled to all rights of, Assignor thereunder.
2. Law/Binding Effect. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa. This Assignment shall be binding upon the parties hereto and their respective successors in interest and assigns. In the event of a breach of this Assignment the non-breaching party shall be entitled to all rights and remedies at law or equity and shall be entitled to recover reasonable attorneys' fees incurred due to the breach.
3. Affirmation. The parties hereby affirm the Development Agreement in all respects, except that hereafter the Developer thereunder shall be the Assignees; in all other respects, the Development Agreement shall remain in full force and effect according to its terms.

Novelty Iron Landlord, LLC

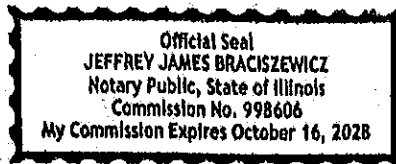
By: Sustainable Neighborhood Builders, Inc., Its Manager

By: _____

John Stoltz, Managing Member

STATE OF IL)
COUNTY OF Cook) ss:

This instrument was acknowledged before me on 1-29-25, by
John Stoltz, Managing Member of Sustainable Neighborhood Builders, Inc., manager of
Novelty Iron Landlord, LLC.



Jeffrey Braciszewicz
Notary Public in and for
State of IL

GT Novelty, LLC

By: Tom Kelzer
Tom Kelzer, President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This instrument was acknowledged before me on 2-3-2025, by
Tom Kelzer, as President of GT Novelty, LLC.



D. FLINT DRAKE
Commission No. N136711
My Commission Expires
9/20/2027

D. Drake
Notary Public in and for
State of Iowa

GT Novelty Condos, LLC

By: Tom Kelzer
Tom Kelzer, President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This instrument was acknowledged before me on 2-3-2025, by
Tom Kelzer, as President of GT Novelty Condos, LLC.

D. Drake
Notary Public in and for
State of Iowa

City of Dubuque, Iowa
Consenting to the Assignment Herein



D. FLINT DRAKE
Commission No. N136711
My Commission Expires
9/20/2027

By: _____
Its _____

This instrument was acknowledged before me on _____, by
_____, as _____ of the City of Dubuque, Iowa.

Notary Public in and for
State of Iowa



Drake Law Firm, P.C.
ATTORNEYS

D. Flint Drake*
fdrake@drakelawpc.com

300 Main Street, Suite 323
Dubuque, IA 52001

Samuel M. DeGree
sdegree@drakelawpc.com

Both admitted in Iowa
*Also admitted in Wisconsin

Telephone: (563) 582-2000
Facsimile: (563) 583-5225

January 29, 2025

City Council
City of Dubuque, Iowa
50 W. 13th St.
Dubuque, Iowa 52001

Re: Request for Council Approval of Assignment of Development Agreement

Dear Members of the City Council:

We represent GT Novelty, LLC and GT Novelty Condos, LLC in connection with, among other things, the acquisition of the Novelty Iron Works Building in Dubuque (the "Building"). GT Novelty, LLC has acquired Units 1 (apartments) and 2 (commercial space) in the Building and the parking lot. GT Novelty Condos, LLC has acquired Unit 3 (undeveloped and vacant space). As part of the acquisition the seller, Novelty Iron Landlord, LLC, agreed to assign its rights and obligations under the existing Development Agreement, as amended, to GT Novelty, LLC and GT Novelty Condos, LLC. The transaction has now closed. With this letter we request that the City Council consider and approve an assignment, in the form provided, of the existing Development Agreement, as amended, from Novelty Iron Landlord, LLC to GT Novelty, LLC and GT Novelty Condos, LLC. GT Novelty Condos, LLC plans to approach the city regarding a separate Development Agreement related to development of Unit 3.

If you have any questions, please do not hesitate to contact us. Thank you.

Best Regards,

DRAKE LAW FIRM, P.C.

By

Flint Drake

cc

Michael C. Van Milligen, City Manager
Crenna Brumwell, City Attorney
Barry Lindahl, Senior Counsel
Jill Connors, Economic Development Director

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE: First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C.

SUMMARY: City Manager recommending City Council approval of the First Amendment to the Development Agreement with Millwork Flats, L.L.C.
RESOLUTION Approving The First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Millwork Flats, L.L.C.

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

ATTACHMENTS:

1. MVM Memo
2. First Amendment _ Millwork Flats MVM Memo
3. 1st Amendment Resolution _ Millwork Flats
4. SIGNED 1st Amendment_ Millwork Flats 02042025

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

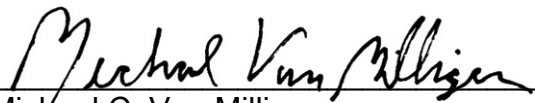
SUBJECT: First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C.

DATE: February 13, 2025

Senior Counsel Barry Lindahl is recommending City Council approval of the First Amendment to the Development Agreement with Millwork Flats, L.L.C.

The Development Agreement provided for a closing date not later than March 1, 2025, however the parties are not able to close on that date and therefore are requesting that the closing date be rescheduled to December, 2025 as set forth in the attached First Amendment.

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


Michael C. Van Milligen

MCVM:sv
Attachment

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

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: February 17, 2025

RE: First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C.

On June 17, 2024, the City of Dubuque, Iowa and Millwork Flats, L.L.C. entered into a Development Agreement for the development for the following property:

Lot 384, 385, 386, 384 and the South one-half of Lot 388, in the City of Dubuque, Iowa, according to the United States Commissioners' plat of the survey of the Town of Dubuque, Iowa,
and

Lot 2 of City Lot 386A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2017-4502, records of Dubuque County, Iowa

The Development Agreement provided for a closing date not later than March 1, 2025. The parties are not able to close on that date and therefore are requesting that the closing date be rescheduled as set forth in the attached First Amendment.

As a result of financing issues, the Developer has requested that the closing date be pushed back to December, 2025.

I recommend that the attached Resolution approving the First Amendment to Development Agreement by submitted to the City Council for consideration and adoption.

BAL:JLM

Cc: Jill Connors, Economic Development Director

RESOLUTION NO. ____-25

APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MILLWORK FLATS, L.L.C.

Whereas, the City of Dubuque (City) and Millwork Flats, L.L.C. (Developer) entered into a Development Agreement dated June 17, 2024; and

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

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C., copy of which is attached hereto, in hereby approved.

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

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

Passed, approved, and adopted this _____ of February, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
MILLWORK FLATS, L.L.C.**

This First Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 2025, is made and entered into by the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (the Urban Renewal Act), and Millwork Flats, L.L.C. (Developer).

WHEREAS, City and Developer entered into a Development Agreement dated June 17, 2024; and

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

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, CITY AND DEVELOPER AGREE AS FOLLOWS:

Section 1. Section 1.3 of the Development Agreement is hereby amended to read as follows:

1.3 Closing. The closing shall take place on the Closing Date which shall be the 1st day of December, 2025, or other such date as the parties shall agree in writing but in no event, shall the Closing Date be later than the 31st day of December, 2025, without written consent of City in its sole discretion. 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.

Section 2. Except as modified herein, the Development Agreement shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

MILLWORK FLATS, L.L.C.

By: _____
Brad M. Cavanagh, Mayor

By:  _____

Attest: _

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE:	Housing Commission Appointment of Liaison to the Long Range Planning Advisory Commission
SUMMARY:	Housing Commission recommending City Council approval to appoint Commissioner Julietta Scott as the Housing Commission Liaison to the Long Range Planning Advisory Commission.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 2025.01.30_Housing Commission Appointment to LRPC

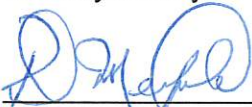
January 30, 2025

Dear City Council Members:

The Housing Commission voted on January 28, 2025, to appoint Commissioner Julietta Scott as the Housing Commission Liaison to the Long Range Planning Commission.

The Housing Commission hereby requests City Council to approve Commissioner Scott to the Long Range Planning Commission.

Thank you for your consideration.



Rick Merfeld
Chairperson, Housing Commission

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Calendar Year 2024 Urban Revitalization Program Applications
SUMMARY:	City Manager recommending City Council adopt a resolution related to the 2024 Calendar Year applications for residential property tax abatement. RESOLUTION Approving Property Tax Abatement Applications Submitted By Property Owners In Urban Revitalization Areas And Authorizing The Transmittal Of The Approved Applications To The City Tax Assessor
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. 2024 UR Staff Memo 3. 2024 UR Resolution 4. UR apps 2024

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Calendar Year 2024 Urban Revitalization Program Applications

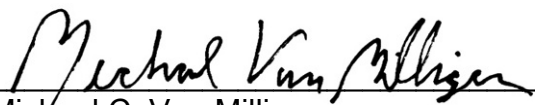
DATE: February 12, 2025

Housing & Community Development Director Alexis Steger is recommending City Council adopt a resolution related to the 2024 Calendar Year applications for residential property tax abatement. The resolution approves applications filed in accordance with the Urban Revitalization ordinance and directs that the approved applications be forwarded to the City Assessor.

Applications for tax exemption were accepted until February 3, 2025. The Housing and Community Development Department reviews applications to ensure properties are located in a designated area. Staff from the Housing & Community Development Department inspect structures to verify the work is completed in accordance with applicable codes.

Six (6) Urban Revitalization applications were received prior to February 3, 2025. Of these six, one is a late application for work that was completed in 2022.

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

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: Calendar Year 2024 Urban Revitalization Program Applications

DATE: February 10, 2025

INTRODUCTION

This memorandum presents for City Council consideration the attached resolution related to the 2024 Calendar Year applications for residential property tax abatement. The resolution approves applications filed in accordance with the Urban Revitalization ordinance and directs that the approved applications be forwarded to the City Assessor.

BACKGROUND

In 1980, the City Council established, under the guidelines set forth in Chapter 404 of the Code of Iowa, Dubuque's first two Urban Revitalization Areas - Jackson Park Urban Revitalization Area and West 11th Street Urban Revitalization Area. In 1981, the City designated the Washington Street Urban Revitalization Area and amended the district in 2007 and 2008. In 1995, the Upper Main Urban Revitalization Area was designated and in 2002 the Langworthy, Old Main and Cathedral Urban Revitalization areas were designated. In January 2015, the Kunkel and Associates Urban Revitalization Plan was adopted providing a partial 10-year partial abatement for improvements. The Lange Estate and Paragon Square Urban Revitalization Plans were adopted in April 2016. Additionally, a number of other small areas have been designated over the years, but these designations have primarily expired.

The Washington Neighborhood Urban Revitalization district was revised, the boundaries expanded in March 2007 and amended in 2008. In addition to the ten-year residential abatement on improvements, this district also allows three-year abatement for commercial property.

The City Council passed an ordinance that established a new Urban Revitalization Area starting December 20, 2019, called the Dubuque Urban Revitalization Area, which consolidated and expanded many of the existing Urban Revitalization Plans.

The purpose of the Urban Revitalization legislation is to attract development to specific areas, which might otherwise continue to deteriorate, thereby stabilizing and eventually increasing the tax base within those areas. The abatements are intended to stimulate

private investment by reducing the tax increases that would normally result from making improvements to residential property.

PROCESS

Applications for tax exemption were accepted until February 3, 2025. The Housing and Community Development Department reviews applications to ensure properties are located in a designated area. Staff from the Housing & Community Development Department inspect structures to verify the work is completed in accordance with applicable codes.

If the City Council finds the applications to be in compliance with the appropriate urban revitalization plan, they are forwarded to the City Assessor who inspects the properties, determines the assessable value of the new improvements and transmits this information to the County Auditor. The applications will be forwarded to the City Assessor by March 1st, 2025, to approve the assessment.

Six (6) Urban Revitalization applications were received prior to February 3, 2025. Of these six, one is a late application for work that was completed in 2022.

DISCUSSION

The following applications were reviewed and approved:

District	Address	Property Owner	Type of Property	Exemption Period
DBQ UR Area	156 Bluff	Steve & Robyn McAreavy	Residential	10-year
DBQ UR Area	346/348 W Locust	Weaver Castle, LLC	Residential	10-year
DBQ UR Area	629 Groveland Pl	Jeffrey Robbins	Residential	10-year
DBQ UR Area	1412 Washington	Kenny J Birch, Sr	Residential	10-year
DBQ UR Area	477 W. 3rd	Troy & Stacy Lynn Froistad	Residential	10-year
DBQ UR Area	2050 White St (late app)	Gonzalo Leon	Residential	10-year

RECOMMENDATION

I recommend that City Council approve the attached resolution.

RESOLUTION NO. - 2025

RESOLUTION APPROVING PROPERTY TAX ABATEMENT APPLICATIONS SUBMITTED BY PROPERTY OWNERS IN URBAN REVITALIZATION AREAS AND AUTHORIZING THE TRANSMITTAL OF THE APPROVED APPLICATIONS TO THE CITY TAX ASSESSOR

Whereas, Chapter 404 of the Code of Iowa, the Urban Revitalization Act, permits cities to abate property taxes for improvements made to properties in designated revitalization areas; and

Whereas the Urban Revitalization Act requires property owners to submit a written application for abatement by February 3, 2025, of the assessment year for which the abatement is first claimed and requires the City Council to approve all applications that meet the requirements of the adopted Urban Revitalization Plan. Copies of the Urban Revitalization applications are forwarded to the City Assessor for review by March 1, 2025; and

Whereas, pursuant to the requirements of said Urban Revitalization Act, the following Urban Revitalization Areas were established: Dubuque Urban Revitalization Area, Alta Vista, Radford Road, 210 Jones Street, Kunkel & Associates, Lange Estates; and

Whereas, the City of Dubuque, as of February 3, 2025, received tax abatement applications from the following property owners in the aforementioned urban revitalization districts eligible for tax exemption for the time period indicated:

District	Address	Property Owner	Type of Property	Exemption Period
DBQ UR Area	156 Bluff	Steve & Robyn McAreavy	Residential	10-year
DBQ UR Area	346/348 W Locust	Weaver Castle, LLC	Residential	10-year
DBQ UR Area	629 Groveland Pl	Jeffrey Robbins	Residential	10-year
DBQ UR Area	1412 Washington	Kenny J Birch, Sr	Residential	10-year
DBQ UR Area	477 W. 3rd	Troy & Stacy Lynn Froistad	Residential	10-year
DBQ UR Area	2050 White St (late app)	Gonzalo Leon	Residential	10-year

Whereas, the Housing and Community Development Department has reviewed the above-described applications, verified required permits were obtained and inspected for applicable improvements, verified inspections of the properties, and determined the applications and the improvements conform to the requirements of the City of Dubuque's Urban Revitalization Plans.

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

Section 1. That the above-described tax abatement applications meet the

requirements of the City of Dubuque’s Urban Revitalization Plans.

Section 2. That the above-described tax abatement applications are hereby approved by the City Council, subject to the review and approval of the City Assessor.

Section 3. That the City Clerk is hereby authorized and directed to forward the above-described tax abatement applications to the City Assessor.

Passed, approved, and adopted this _____ day of _____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

2024 URBAN REVITALIZATION PROGRAM
APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 3, 2025
for improvements made in calendar year 2024

Address of Property: 156 Bluff St. Dubuque, IA 52001
Name of Property Owner: Stere & Robyn McAreary
Mailing Address (if different): _____
Home/Work: _____ Cell: 704-608-0319 Email: rmcareary@hotmail.com

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

☒ Dubuque Urban Revitalization Area
est. 2019

Alta Vista est. 2019
Kunkel and Associates est. 2015
Lange Estates est. 2016
Radford Road est. 2019
210 Jones Street est. 2016

BUILDING DESCRIPTION:

Single Family

Duplex

Multi-family

Number of Units

Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Many years ago it was converted into a duplex (unsure of year, before the 1970's). We converted it back to a single use row house.

Did the use of the building change after the completion of the improvements?

Yes No If yes, what is the new use? from duplex to single home

10 Year Exemption:

Residential

3 Year Exemption:

Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2024:

Describe the improvements made to the property. Attach an additional page if needed.

Gutted 3 floors, refurbished 1st floor, 2nd floor, sheet rocked 3rd floor
New electric, mechanical and plumbing 1st & 2nd floor. 3rd floor new
electric, mechanical and roughed in plumbing. tuck pointed outside, floors refinished

Project Start Date: 5/2020

Date of Completion: _____

See pics Attached.

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

☒ Building ☒ Plumbing ☒ Mechanical ☒ Electrical

City of Dubuque Permit # 020-0933 Project Valuation on Permit \$ 55,000 (?)

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

Stere and Robyn Slattery McAreary

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) Tenant List Attached? Yes No

SIGNATURE

Robyn Slattery

DATE

8-28-24

Return completed application by February 3, 2025 to:

Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

Attn: Maddix

563-690-6102

For Internal Use Only

Date Received: 8/28/24

Received by: nh in office

2024 URBAN REVITALIZATION PROGRAM

APPLICATION FOR PROPERTY TAX EXEMPTION

Due before 5:00 p.m. February 3, 2025

for improvements made in calendar year 2024

Address of Property: 2050 white st

Name of Property Owner: Gonzalo Leon

Mailing Address (if different):

Home/Work: Weber

Cell: 563-213-3458

Email: marthaleon115@gmail.com

URBAN REVITALIZATION AREAS:

[Click here for a current map of districts](#)

☒ Dubuque Urban Revitalization Area
est. 2019 *one*

☐ Alta Vista est. 2019

☐ Kunkel and Associates est. 2015

☐ Lange Estates est. 2016

☐ Radford Road est. 2019

☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION:

☒ Single Family

☐ Duplex

☐ Multi-family

Number of Units

☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☒ If yes, what is the new use? _____

10 Year Exemption: ☒ Residential

3 Year Exemption: ☐ Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2024:

Describe the improvements made to the property. Attach an additional page if needed.

Improved the property with car port and driveway.

Project Start Date: 8/26/2022

Date of Completion: _____

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

☒ Building ☐ Plumbing ☐ Mechanical ☐ Electrical

City of Dubuque Permit # B22-1014

Project Valuation on Permit \$ 6,000

List other permits required by state law or City of Dubuque: Special Exemption from ZBA 2022

BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) Tenant List Attached? ☐ Yes ☒ No

SIGNATURE Martha Leon

DATE 02-03-25 *ok*

Return completed application by February 3, 2025 to:

Housing and Community Development

350 West 6th Street Suite 312

Dubuque, IA 52001

563.690.6102

*Chris Hagg Olson
Planning Services
helped complete
the form. Chris 2/3/25*

For Internal Use Only

Date Received: 2/3/25

Received by: mch-emari

2024 URBAN REVITALIZATION PROGRAM
APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 3, 2025
for improvements made in calendar year 2024

Address of Property: 477 W 3rd, Dubuque, IA 52001
Name of Property Owner: Froistad, Troy and Stacy Lynn
Mailing Address (if different): 6327 Arapaho Dr, Asbury, IA 52002
Home/Work: 402-690-3397 Cell: 402-616-1866 Email: tfroista@yahoo.com

URBAN REVITALIZATION AREAS:

Click here for a current map of districts

☒ Dubuque Urban Revitalization Area
est. 2019

- ☐ Alta Vista est. 2019
☐ Kunkel and Associates est. 2015
☐ Lange Estates est. 2016
☐ Radford Road est. 2019
☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION:

☒ Single Family ☐ Duplex ☐ Multi-family Number of Units ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

2nd home, vacation home, vacation rental property

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☒ If yes, what is the new use? _____

10 Year Exemption: ☒ Residential

3 Year Exemption: ☐ Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2024:

Describe the improvements made to the property. Attach an additional page if needed.

Tile front entry and both bathrooms, LVP flooring installed in primary bedroom and kitchen, Bathtub, shower surround, and fixtures replaced, Light fixture update and replaced, paint updated throughout, wains coating installed in kitchen, kitchen faucet, kitchen backsplash. Updated plumbing for washer, dryer. Landscaping, New window screens on all windows.

Project Start Date: 03 March 2024 Date of Completion: 16 Dec 2024

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

☐ Building ☒ Plumbing ☐ Mechanical ☐ Electrical

City of Dubuque Permit # P24-0848 Project Valuation on Permit \$ NA (plumbing)

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) Tenant List Attached? ☐ Yes ☒ No

SIGNATURE

DATE 30 Jan 2025

Return completed application by February 3, 2025 to:

Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only

Date Received: 1/31/25
Received by: mch - email

2024 URBAN REVITALIZATION PROGRAM
APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 3, 2025
for improvements made in calendar year 2024

Address of Property: 629 GROVELAND PLACE
Name of Property Owner: JEFFREY W. ROBBINS
Mailing Address (if different):
Home/Work: 563-557-7232 Cell: Email: JANDTROBBINS@MEDIACOMBB.NET

URBAN REVITALIZATION AREAS:

[Click here for a current map of districts](#)

☒ Dubuque Urban Revitalization Area
est. 2019

- ☐ Alta Vista est. 2019
☐ Kunkel and Associates est. 2015
☐ Lange Estates est. 2016
☐ Radford Road est. 2019
☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION: ☒ Single Family ☐ Duplex ☐ Multi-family Number of Units ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Residential 1 - 1/2 story home

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☒ If yes, what is the new use? _____

10 Year Exemption: ☒ Residential

3 Year Exemption: ☐ Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2024:

Describe the improvements made to the property. Attach an additional page if needed.

Sided home and garage with vinyl siding. Also, 2 years ago we had a steel roof installed that didn't qualify. We were told to mention this again after the home was sided and to take that into consideration.

Project Start Date: 05/04/24

Date of Completion: 06/16/24

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

☒ Building ☐ Plumbing ☐ Mechanical ☐ Electrical

City of Dubuque Permit # B24-0481

Project Valuation on Permit \$ 5,000

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) Tenant List Attached? ☐ Yes ☒ No

SIGNATURE

Jeffrey W. Robbins

DATE 06/25/24

Return completed application by February 3, 2025 to:

Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only

Date Received: 6/26/24

Received by: *mel-ewald*

2024 URBAN REVITALIZATION PROGRAM
APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 3, 2025
for improvements made in calendar year 2024

Address of Property:

Name of Property Owner:

Mailing Address (if different):

Home/Work:

Cell: 563-495-7990

Email: KennyJBirchsr4460@gmail.com

URBAN REVITALIZATION AREAS:

[Click here for a current map of districts](#)

☒ Dubuque Urban Revitalization Area
est. 2019

☐ Alta Vista est. 2019

☐ Kunkel and Associates est. 2015

☐ Lange Estates est. 2016

☐ Radford Road est. 2019

☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION:

☒ Single Family ☐ Duplex ☐ Multi-family Number of Units ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

Garage

Did the use of the building change after the completion of the improvements?

Yes ☒ No ☐ If yes, what is the new use? Garage

10 Year Exemption: ☒ Residential

3 Year Exemption: ☐ Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2024:

Describe the improvements made to the property. Attach an additional page if needed.

Project Start Date: 9-26-24

Date of Completion: 2025

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

☒ Building ☐ Plumbing ☒ Mechanical ☒ Electrical

City of Dubuque Permit # B24-141/10-1266/E240685 Project Valuation on Permit \$ 43,601/17,12/\$53

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) **Tenant List Attached?** ☐ Yes ☒ No

SIGNATURE

Kenny J Birch

DATE

1-24-25

Return completed application by February 3, 2025 to:

Housing and Community Development

350 West 6th Street Suite 312

Dubuque, IA 52001

563.690.6102

For Internal Use Only

Date Received: 1/24/25

Received by: meh-in Page 140 of 797

2024 URBAN REVITALIZATION PROGRAM
APPLICATION FOR PROPERTY TAX EXEMPTION
Due before 5:00 p.m. February 3, 2025
for improvements made in calendar year 2024

Address of Property: 346/348 W Locust
Name of Property Owner: Weaver Castle LLC
Mailing Address (if different): 7693 Pigeon River Rd Lancaster, WI 53813
Home/Work: Cell: 608-732-2993 Email: prrlawi@yahoo.com

URBAN REVITALIZATION AREAS:

[Click here for a current map of districts](#)

☒ Dubuque Urban Revitalization Area
est. 2019

- ☐ Alta Vista est. 2019
☐ Kunkel and Associates est. 2015
☐ Lange Estates est. 2016
☐ Radford Road est. 2019
☐ 210 Jones Street est. 2016

BUILDING DESCRIPTION:

☐ Single Family ☐ Duplex ☒ Multi-family Number of Units ☐ Commercial

Describe use of each unit (ex. Residential apartment, business/commercial space).

We are renovating this building entirely and constructing 5 arts. The building was abandoned for a number of years and originally was 4 apts.

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☒ If yes, what is the new use? _____

10 Year Exemption: ☒ Residential

3 Year Exemption: ☐ Commercial (3 or more dwelling units occupying at least 75 % of the space)

DESCRIPTION OF IMPROVEMENTS MADE IN CALENDAR YEAR 2024:

Describe the improvements made to the property. Attach an additional page if needed.

This is a historic tax credit project. It will have all new electrical, plumbing, HVAC kitchens and bathrooms while retaining all of the historic elements that were in the building as well as adding some extra antique elements to compliment the historic structure. Essentially it will functions as new but look historic.

Project Start Date: 12/1/22 Date of Completion: ongoing

PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

☒ Building ☒ Plumbing ☒ Mechanical ☒ Electrical

City of Dubuque Permit # B22-1467 Project Valuation on Permit \$ _____

List other permits required by state law or City of Dubuque: _____

BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district? (See above) Tenant List Attached? ☐ Yes ☒ No

SIGNATURE



DATE

1/23/25

Return completed application by February 3, 2025 to:
Housing and Community Development
350 West 6th Street Suite 312
Dubuque, IA 52001
563.690.6102

For Internal Use Only

Date Received: 1/27/25

Received by: mch-mail

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No.3
SUMMARY:	City Manager recommending City Council approval of the resolution for the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is in substantial compliance with the approved preliminary plat. RESOLUTION Authorizing Approval Of The Final Plat Of Lots 129 Thru 136 And Lot J Of Silver Oaks Estates No. 3 In The City Of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Vicinity Map 4. Application 5. Final Plat of Silver Oaks Estates No. 3 6. Resolution

TO: The Honorable Mayor and City Council Members

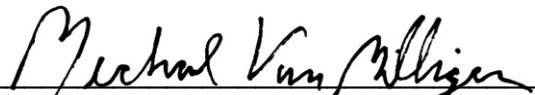
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3

DATE: February 11, 2025

Planning Services Director Wally Wernimont is recommending City Council approval of the resolution for the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is in substantial compliance with the approved preliminary plat.

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
Wally Wernimont, Planning Services Director
Gus Psihoyos, City Engineer
Chris Lester, Water Department Director
Marie Ware, Parks and Recreation Director

TO: Michael Van Milligen, City Manager
FROM: Wally Wernimont, Planning Services Director *WW*
SUBJECT: Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3
DATE: February 11, 2025

INTRODUCTION

This memorandum transmits the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3, a resolution, and related materials for City Council review and approval.

BACKGROUND

The Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 is the final phase of an approximately 96-acre subdivision located at the southeast corner of intersection of Hwy 61 and Hwy 151 off Elmwood Drive. When fully developed, the subdivision will contain a total of 144 residential lots. The property is bordered by residential development to the south, east and north, and Granger Creek, US Hwy 61/151 and agricultural land to the west. The Zoning Advisory Commission reviewed and approved a preliminary plat for this last phase of the subdivision at the June 2, 2021 meeting.

DISCUSSION

The Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 creates nine (9) residential lots and one (1) letter lot for street right-of-way.

Lot Name	Acres	Use	Ownership
Lot J	0.668	Cambria Drive ROW	Public

The submitted final plat provides for the construction of a private street to be named Cambria Drive. This street will be an extension of the already existing street which is part of the first phase of the subdivision.

As part of the subdivision, the developer plans to construct and provide, at their cost, subdivision improvements including streets with longitudinal subdrains and concrete curb and gutter, paved temporary cul-de-sacs, sanitary sewer mains, water mains, storm sewers and catch basins, boulevard street lighting, fiber optic conduit and vaults, accessible sidewalk ramps, concrete sidewalks, and appropriate erosion control devices, to the site and will need to construct and carry out any other activities associated with the project in accordance with City plans and specifications.

The proposed subdivision can be adequately served with City water and sanitary sewer mains and the City does have capacity to serve the development when fully built out.

Water and sanitary sewer connections already exist to the subdivision and were constructed during the first phase.

Conformance with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Comprehensive Plan identifies the subject property area as Single-Family Residential land use which includes low-density, single-family homes, and related recreational, religious, and educational facilities that typically service a neighborhood population. Single-family residential land use encourages a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home. The proposed development would help to meet the following recommendations of the City's Comprehensive Plan:

- Foster the development of new and additional housing products in suitable locations throughout the City.
- Encourage a mix of housing affordable for all segments of Dubuque's population throughout the community.

Pursuant to Article 11-10 (C) of the Unified Development Code (UDC), the subdivision must meet a minimum of 40 points for sustainability. As proposed, the Final Plat Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 will be the final phase in the Silver Oaks Subdivision development which complies with the UDC's requirement for 40 points of sustainability.

Solar Subdivision (70% of lots oriented for passive solar)	23 points
Preservation of Existing Trees (Covenant)	10 points
Recreational Open Space	15 points
Street Trees	5 points
Private Tree Planting (Covenant)	5 points
LED Street Lights	5 points
<u>Linear Park</u>	<u>20 points</u>
Total Points = 83 Points	

The submitted Final Plat does provide sufficient easements to provide for the future extensions of utilities to the individual building lots. This ensures that the City will not need to acquire individual easements from future property owners at such time as City utilities are extended to serve the subdivision.

RECOMMENDATION

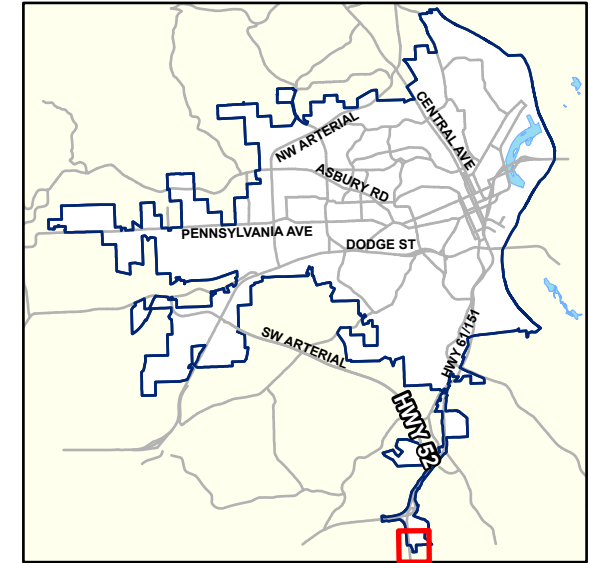
Planning staff recommends approval of the resolution for the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is in substantial compliance with the approved preliminary plat.

Thank you,

Enclosures

cc: Gus Psihoyos, City Engineer
Chris Lester, Water Department Director
Marie Ware, Parks and Recreation Director

Vicinity Map

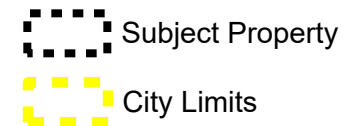


Applicant: Cody Austin, Origin Design

Location: Cambria Drive

Type: Major Subdivision

Description: Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3



APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

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

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: Cambria Drive in the NE1/4 of Section 26, T88N, R2E, City of Dubuque, Dubuque Co. IA

Legal Description/Parcel ID#/Subdivision: Lot H, Silver Oaks Estates No. 3 (Parcel ID No. 1526201011)

Existing Zoning: R1 Proposed Zoning: R1 Site Area (square feet/acres): 7.125 Acres

Historic District: N/A andmark: ☐ Yes ☒ No

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

Subdivide into eight (8) residential lots with new street and infrastructure.

C. Applicant/Agent Information

Name: John M. Tranmer, Origin Design Phone: 563-556-2464

Address: 137 Main Street, Suite 100 City: Dubuque

State: IA Zip: 52001 Email: john.tranmer@origindesign.com

D. Property Owner(s) Information

Name(s): Spiegel Family Realty Company Iowa, LLC Phone: 563-590-2470

Address: P.O. Box 50 - 50 MI-T-M Drive City: Peosta

State: IA Zip: 52068 Email: mmcclain@mitm.com

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

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

Applicant/Agent: John M. Tranmer, PLS Date: 3/22/23

Property Owner(s): Mary Jo McClain, Controller Date: 3/22/23

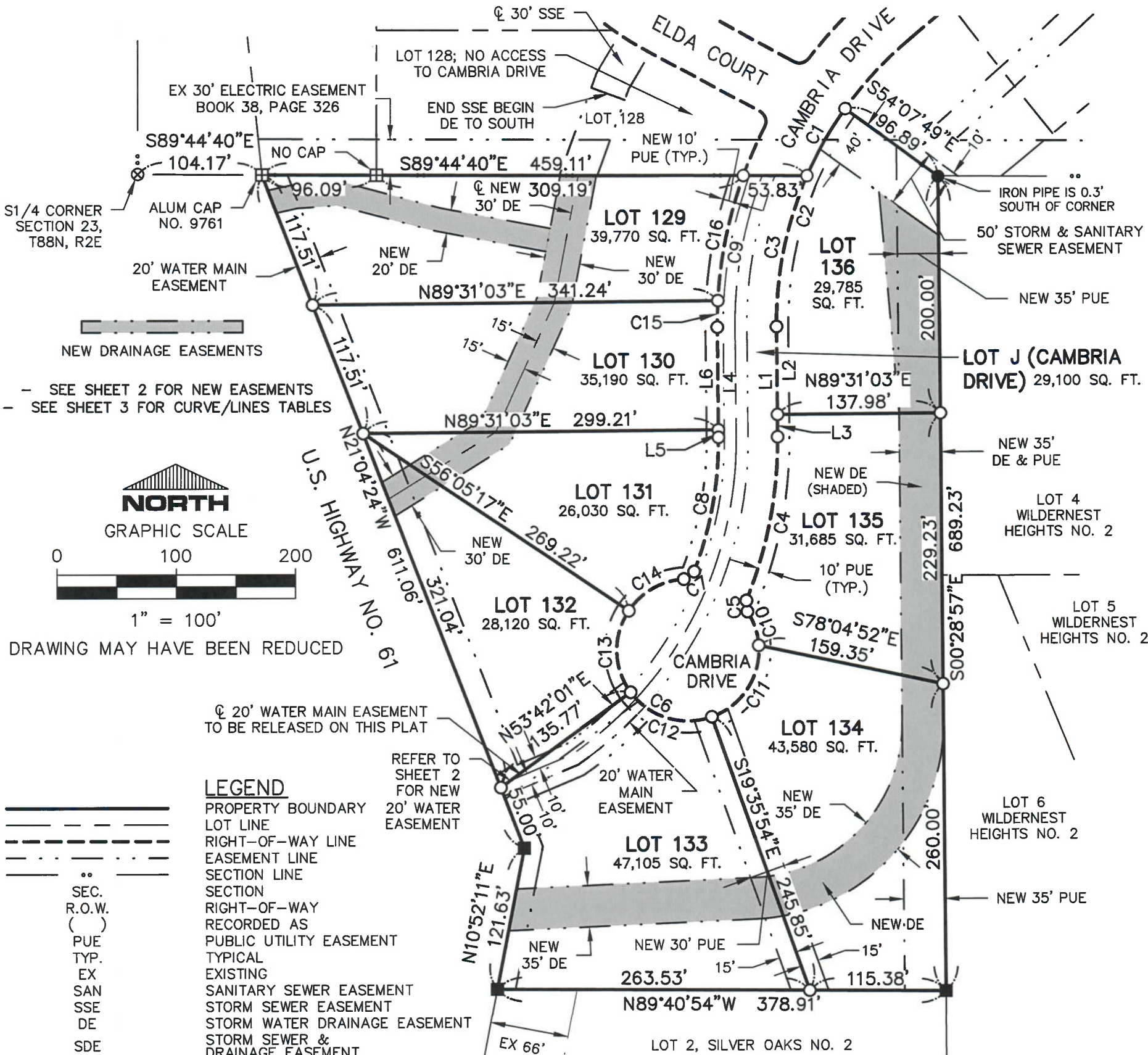
FOR OFFICE USE ONLY

Fee \$ _____ Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

Index Legend	
Location:	LOT H SILVER OAKS ESTATES NO. 3 CITY OF DUBUQUE DUBUQUE COUNTY IOWA
Proprietor:	ROYAL OAKS DEVELOPMENT CORPORATION
Requestor:	A.J. SPIEGEL
Surveyor:	CRAIG L. GEISER
Surveyor Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001-7677 PHONE: (563)556-2464

FOR RECORDER USE

FINAL PLAT
LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES NO. 3
IN THE CITY OF DUBUQUE, IOWA



LEGEND	
---	PROPERTY BOUNDARY
---	LOT LINE
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	SECTION LINE
---	SECTION
---	RIGHT-OF-WAY
---	RECORDED AS
---	PUBLIC UTILITY EASEMENT
---	TYPICAL
---	EXISTING
---	SANITARY SEWER EASEMENT
---	STORM SEWER EASEMENT
---	STORM WATER DRAINAGE EASEMENT
---	STORM SEWER & DRAINAGE EASEMENT
---	FOUND 1" IRON PIPE
---	FOUND CUT "X"
---	FOUND T-BAR AS NOTED
---	FOUND 5/8" IRON REBAR W/ ORANGE PLASTIC CAP NO. 15084 UNLESS OTHERWISE NOTED
---	SET 5/8" IRON REBAR WITH YELLOW PLASTIC CAP NO. 21408

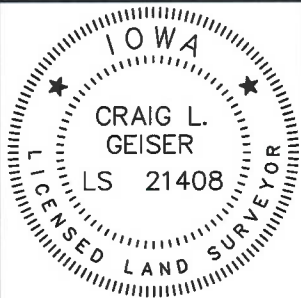
LOT NOTE:
- LOT J TO BE DEDICATED TO THE CITY OF DUBUQUE.
- LOT H AREA IS 7.125 ACRES, PREVIOUSLY RECORDED AS 7.051 ACRES.

NOTE ON EASEMENTS:
SEE THE OWNER'S CONSENT FOR DETAILS AND NOTES PERTAINING TO PROPOSED EASEMENTS DEDICATED TO THE PUBLIC AND THE CITY OF DUBUQUE.

RECORDED DOCUMENTS:
FINAL PLAT OF SILVER OAKS ESTATES NO. 3; FILE NO. 2022-11215
AFFIDAVITS FOR ABOVE; FILE NOS. 2022-12561 & 2022-12562
FINAL PLAT OF SILVER OAKS NO. 2; FILE NO. 2015-13819
FINAL PLAT OF WILDERNEST HEIGHTS NO. 2; FILE NO. 2007-15346

DATE OF SURVEY:
MAY 2, 2023 &
JANUARY 23, 2025
TOTAL AREA SURVEYED:
7.125 ACRES

NOTE:
THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.



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.

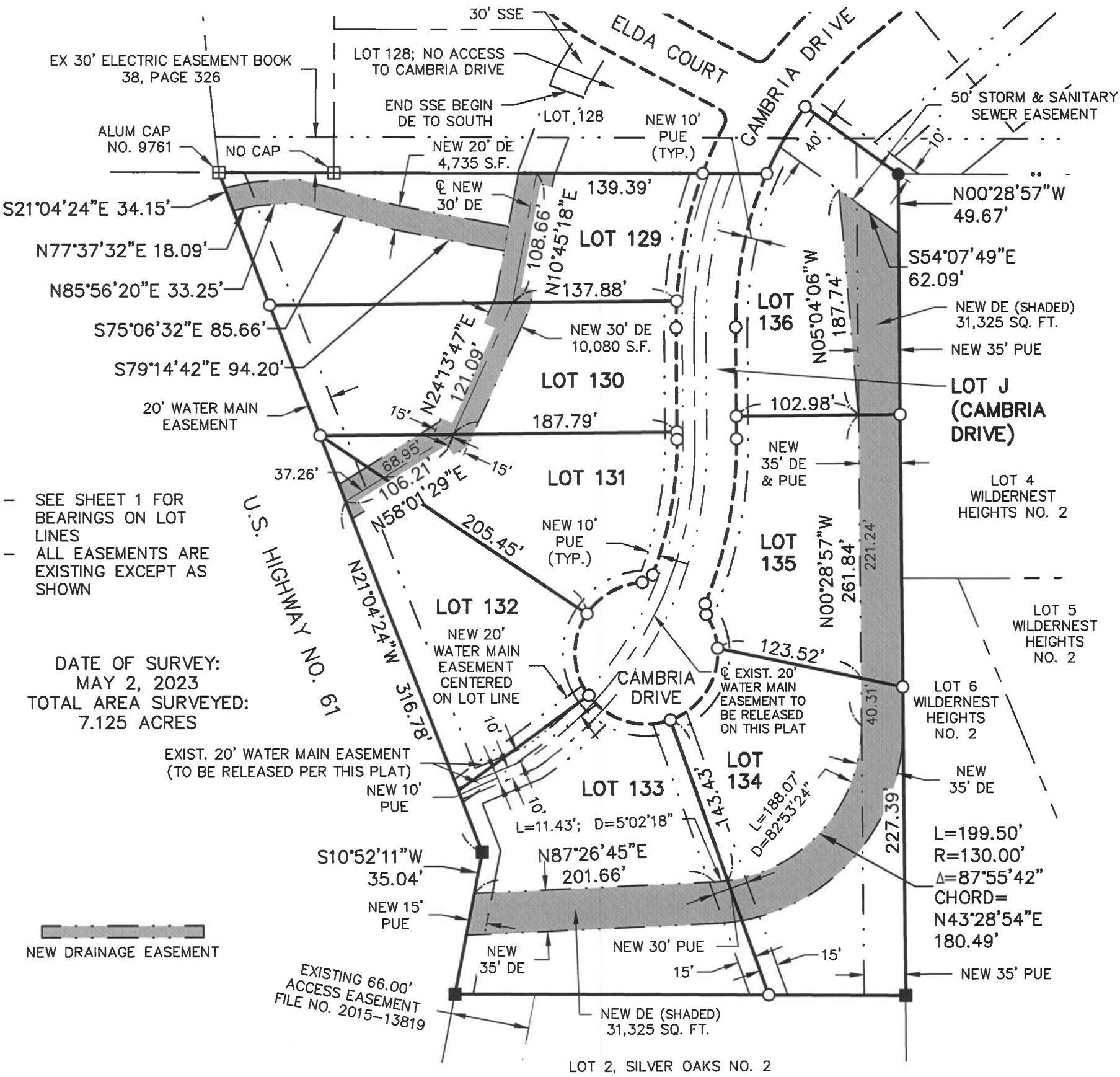
FOR ORIGIN DESIGN CO.
Craig L. Geiser
CRAIG L. GEISER
DATE 2.10.25
LICENSE NO. 21408 MY LICENSE RENEWAL DATE IS 12/31/2026
PAGES OR SHEETS COVERED BY THIS SEAL SHEETS 1 THRU 4

origin
design®
800 556-4491 origindesign.com

DRAWN	JMT	PLAT NO.	5-IA-23
CHECKED	CLG	PROJ. NO.	1707601
DATE	2-10-25	SHEET	1 of 4

P:\17\076\07601\DRAWINGS\SURVEY\1707601 FINAL PLAT-LOT H

FINAL PLAT
LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES NO. 3
IN THE CITY OF DUBUQUE, IOWA



NEW DRAINAGE EASEMENT

LEGEND

---	PROPERTY BOUNDARY
---	LOT LINE
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	SECTION LINE
---	SECTION
---	RIGHT-OF-WAY
---	RECORDED AS
---	PUBLIC UTILITY EASEMENT
---	TYPICAL
---	EXISTING
---	SANITARY SEWER EASEMENT
---	STORM SEWER EASEMENT
---	STORM WATER DRAINAGE EASEMENT
---	STORM SEWER & DRAINAGE EASEMENT
---	FOUND 1" IRON PIPE
---	FOUND CUT "X"
---	FOUND T-BAR AS NOTED
---	FOUND 5/8" IRON REBAR W/ ORANGE PLASTIC CAP NO. 15084 UNLESS OTHERWISE NOTED
---	SET 5/8" IRON REBAR WITH YELLOW PLASTIC CAP NO. 21408

RECORDED DOCUMENTS:

FINAL PLAT OF SILVER OAKS ESTATES NO. 3; FILE NO. 2022-11215
AFFIDAVITS FOR ABOVE; FILE NOS. 2022-12561 & 2022-12562
FINAL PLAT OF SILVER OAKS NO. 2; FILE NO. 2015-13819
FINAL PLAT OF WILDERNEST HEIGHTS NO. 2; FILE NO. 2007-15346

NOTE ON EASEMENTS:

SEE THE OWNER'S CONSENT FOR DETAILS AND NOTES
PERTAINING TO PROPOSED EASEMENTS DEDICATED TO
THE PUBLIC AND THE CITY OF DUBUQUE.

NOTE:
THIS SURVEY IS SUBJECT TO
EASEMENTS, RESERVATIONS,
RESTRICTIONS AND
RIGHTS-OF-WAY OF RECORD
AND NOT OF RECORD.



GRAPHIC SCALE



1" = 100'

DRAWING MAY HAVE BEEN REDUCED

LOT NOTE:

- LOT J TO BE DEDICATED TO THE CITY OF DUBUQUE.
- LOT H AREA IS 7.125 ACRES, PREVIOUSLY RECORDED AS 7.051 ACRES.

origin
design®

800 556-4491 origindesign.com

DRAWN	JMT	PLAT NO.	5-1A-23
CHECKED	CLG	PROJ. NO.	1707601
DATE	2-10-25	SHEET	2 of 4

P:\17\076\07601\DRAWINGS\SURVEY\1707601 FINAL PLAT-LOT H

FINAL PLAT
LOTS 129 THRU 136 AND LOT J
OF SILVER OAKS ESTATES NO. 3
IN THE CITY OF DUBUQUE, IOWA

CURVE TABLE					
CURVE	DISTANCE	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	64.99'	308.00'	12° 05' 26"	N29° 49' 28"E	64.87'
C2	195.40'	308.00'	36° 20' 59"	S17° 41' 42"W	192.14'
C3	130.41'	308.00'	24° 15' 33"	S11° 38' 59"W	129.44'
C4	141.77'	358.00'	22° 41' 20"	S10° 51' 52"W	140.84'
C5	9.63'	10.00'	55° 09' 25"	S5° 22' 10"E	9.26'
C6	313.87'	60.00'	299° 43' 24"	N63° 05' 10"W	60.25'
C7	11.46'	10.00'	65° 40' 30"	N53° 56' 17"E	10.85'
C8	116.01'	308.00'	21° 34' 49"	N10° 18' 37"E	115.32'
C9	130.08'	358.00'	20° 49' 07"	N9° 55' 46"E	129.37'
C10	30.37'	60.00'	29° 00' 04"	S18° 26' 50"E	30.05'
C11	77.86'	60.00'	74° 20' 54"	S33° 13' 39"W	72.51'
C12	76.76'	60.00'	73° 17' 55"	N72° 56' 57"W	71.63'
C13	73.53'	60.00'	70° 12' 41"	N1° 11' 38"W	69.01'
C14	55.36'	60.00'	52° 51' 49"	N60° 20' 37"E	53.42'
C15	22.47'	358.00'	3° 35' 47"	N1° 19' 06"E	22.47'
C16	107.61'	358.00'	17° 13' 21"	N11° 43' 39"E	107.21'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0° 28' 48"E	93.99'
L2	S0° 28' 48"E	74.88'
L3	S0° 28' 48"E	19.11'
L4	N0° 28' 48"W	93.99'
L5	N0° 28' 48"W	6.45'
L6	N0° 28' 48"W	87.54'

- RECORDED DOCUMENTS:
- FINAL PLAT OF SILVER OAKS ESTATES NO. 3; FILE NO. 2022-11215
 - AFFIDAVITS FOR ABOVE; FILE NOS. 2022-12561 & 2022-12562
 - FINAL PLAT OF SILVER OAKS NO. 2; FILE NO. 2015-13819
 - FINAL PLAT OF WILDERNEST HEIGHTS NO. 2; FILE NO. 2007-15346

DATE OF SURVEY: MAY 2, 2023
TOTAL AREA SURVEYED: 7.125 ACRES

NOTE ON EASEMENTS:
SEE THE OWNER'S CONSENT FOR DETAILS AND NOTES
PERTAINING TO PROPOSED EASEMENTS DEDICATED TO
THE PUBLIC AND THE CITY OF DUBUQUE.

NOTE:
THIS SURVEY IS SUBJECT TO
EASEMENTS, RESERVATIONS,
RESTRICTIONS AND
RIGHTS-OF-WAY OF RECORD
AND NOT OF RECORD.

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design®

800 556-4491 origindesign.com

DRAWN	JMT	PLAT NO.	5-IA-23
CHECKED	CLG	PROJ. NO.	1707601
DATE	2-10-25	SHEET	3 of 4
P:\17\076\07601\DRAWINGS\SURVEY\1707601 FINAL PLAT-LOT H			

SURVEYOR'S CERTIFICATE

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

Lot H of Silver Oaks Estates No. 3 in the City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as

LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES NO. 3 IN THE CITY OF DUBUQUE, IOWA.

Containing 7.125 acres, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments are placed or will be placed within one year from the date this plat is recorded.

OWNER'S CONSENT

_____, Iowa _____, 2025

The foregoing plat of **LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES 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 Lot J (Cambria Drive) to the Public for Street and Public Utility purposes.

All water main, sanitary sewer, and storm sewer utility easements as stated and as shown on this plat are hereby dedicated to the City of Dubuque, and its agents and contractors, for the purpose of constructing and maintaining said utilities, along with the right, privilege, and authority to construct, reconstruct, maintain, operate, repair, patrol, and remove said improvements. Said easement shall also include the right to cut, trim, or remove trees, bushes, and roots as may be required. City shall restore the disturbed surface areas due to the construction maintenance, or repair of said utilities and appurtenances to equal conditions. Lot owners shall not erect or install any trees, landscaping, paving, or structure over or within the easement areas without obtaining the prior written approval of the City Engineer. Lot owners shall not change the grade, elevation, and contour, or perform any construction or any excavation that will diminish the lateral support or integrity of said utility improvements without obtaining the prior written consent of the City Engineer.

All public utility easements and storm drainage easements as stated and as shown on this plat are hereby dedicated to the Public. Lot owners shall not erect any structure, fence, planting or other obstructions over or within the public utility or storm drainage easement areas without obtaining the prior written approval of the City Engineer. Lot owners shall not change the grade, elevation, and contour or perform any construction or any excavation that would hinder the orderly flow of storm water runoff or diminish the lateral support or integrity of said utilities and improvements without obtaining the prior written consent of the City Engineer.

ROYAL OAKS DEVELOPMENT CORPORATION

By _____
Bradley K. Huekels, Vice President

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared A.J. Spiegel to me personally known, who being by me duly sworn, did say that he is the President and Treasurer respectively, of said corporation executing the within and foregoing instrument; that the instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said _____ and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

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

PLANNING SERVICES

Dubuque, Iowa _____, 2025

The foregoing plat of **LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES NO. 3 IN THE CITY OF DUBUQUE, IOWA**, 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 Article 11: Land Subdivision of the City of Dubuque Unified Development Code, and said approval has been endorsed herein on the date first written above.

Wally Wernimont – City Planner
Planning Services Department
City of Dubuque, Iowa

CITY COUNCIL

Dubuque, Iowa _____, 2025

The undersigned, Mayor and Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing plat in the City of Dubuque, Iowa, has been filed in the office of the Clerk of the City of Dubuque, and that by Resolution No. _____ the Dubuque City Council approved said plat.

Brad M. Cavanagh
Mayor of the City of Dubuque

Adrienne Breitfelder
Clerk of the City of Dubuque

ATTORNEY'S OPINION

Dubuque, Iowa _____, 2025

TO WHOM IT MAY CONCERN

This will certify that I have examined the abstract of title covering *Lot H of Silver Oaks Estates No. 3 in the City of Dubuque, Iowa*, according to the plats thereof covering the period from government entry to

certified on that date by

and find that said abstract shows good and merchantable title to said real estate in

free and clear of all liens and encumbrances and shows taxes paid including taxes for the year

Attorney At Law

CONSENT TO PLAT

_____, mortgager under a certain mortgage dated
_____ and filed for record _____ as Instrument
#_____, hereby consents to the foregoing plat.

By _____

By _____

State of Iowa)
) ss:
County of)

On this _____ day of _____, A.D. 2025, before me, the undersigned a Notary Public in and for the state of Iowa, personally appeared _____ and to me personally known, who being by me duly sworn, did say that they are the _____ and _____ respectively of the corporation executing the within and foregoing instrument that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledge the execution of the foregoing instrument to be voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in the State of Iowa

My Commission Expires _____

COUNTY TREASURER

Dubuque, Iowa _____, 2025

I, the undersigned, Michael Clasen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against *Lot H of Silver Oaks Estates No. 3 in the City of Dubuque, Iowa*, have been paid and said real estate is free and clear of all taxes as of this date.

Michael Clasen
Dubuque County Treasurer

COUNTY AUDITOR

Dubuque, Iowa _____, 2025

The foregoing plat was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2025.

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

Kevin Dragotto
County Auditor of Dubuque, Iowa

CITY ASSESSOR

Dubuque, Iowa _____, 2025

The foregoing plat was entered of record in the office of the Dubuque City Assessor this _____ day of _____, 2025.

Troy Patzner
Dubuque City Assessor

RECORDER'S CERTIFICATE

Dubuque, Iowa _____, 2025

The foregoing plat of **LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES NO. 3 IN THE CITY OF DUBUQUE, IOWA**, has been reviewed by the Dubuque County Recorder.

Karol Kennedy
Dubuque County Recorder

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

RESOLUTION NO. - 25

**A RESOLUTION AUTHORIZING APPROVAL OF THE FINAL PLAT OF
LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES NO. 3 IN
THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3, in the City of Dubuque, Iowa; and

Whereas, upon said final plat appears a public street to be known as Cambria Drive, (Lot J), which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appear certain public utility and storm drainage easements, which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appears certain water main, sanitary sewer, and storm sewer easement, which the owner by said final plat has dedicated to the City of Dubuque forever; and

Whereas, said final plat has been reviewed by the City Planner and his approval has been endorsed thereon, subject to the owner's agreeing to the conditions specified herein; and

Whereas, said final plat has been examined by the City Council and the City Council find the final plat conforms to the applicable statutes and ordinances, except that streets and public utilities have not yet been completely constructed or installed.

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

Section 1. That the dedication of Cambria Drive (Lot J) together with certain water main, sanitary sewer, and storm sewer easements, as they appear on said final plat, to the City of Dubuque be and the same are hereby accepted; and

Section 2. That the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3, in the City of Dubuque, Iowa is hereby approved and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa, upon said final plat, provided the owners of said property herein named, execute their written acceptance of the attached conditions and further agree:

- (a) To reduce Cambria Drive (Lot J) to grade and to construct longitudinal sub-drain, concrete curb and gutter with asphaltic concrete pavement or with Portland Cement concrete pavement with integral curb, all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.
- (b) To install sanitary sewer mains and sewer service laterals into each individual lot, water mains and water service laterals into each individual lot, storm sewers and catch basins, boulevard street lighting, fiber optic conduit and vaults, and erosion control devices all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, and in accordance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.
- (c) To construct accessible sidewalk ramps at each intersection and street crossings in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.
- (d) To construct the improvements outlined in (a), (b), and (c) above within two years from the date of acceptance of this resolution, at the sole expense of the owners, or future owner.
- (e) To maintain the improvements outlined in (a), (b), and (c) above for a period of two (2) years from the date of the acceptance of those improvements by the City Council of the City of Dubuque, Iowa, at the sole final expense of the owners, or future owner.
- (h) To provide securities for the performance of the foregoing conditions specified in this Section in such form and with such sureties as may be acceptable to the City Manager of the City of Dubuque, Iowa.

Section 3. Per Section 16-11-16-D of the City of Dubuque Unified Development Code, sidewalk installation shall be the responsibility of the owner of property abutting the public right-of-way. This responsibility shall extend to all successors, heirs and assignees. Sidewalk installation shall be required when the development of a lot has been completed. All vacant lots shall have sidewalks installed upon development of eighty percent (80%) of the lots shown on the approved final plat.

Section 4. That the owner must construct and maintain erosion control devices in Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3, in the City of Dubuque, Iowa which control erosion and prevent sediment from leaving the site.

Section 5. That the planting of street trees shall be coordinated with the City's Urban Forester. Any tree(s) planted within the street right-of-way must be approved by the Urban Forester. The location and species of tree(s) will be approved by the Urban Forester and planted and cared for through establishment by the developer at the developer's expense.

Section 6. That the final acceptance of the public improvements shall only occur upon certification of the City Engineer to the City Council that the public improvements have been completed in accordance with the approved improvement plans and City standards and specifications and accepted by City Council Resolution.

Section 7. That in the event Royal Oaks Development Corporation fails to execute the acceptance and furnish the guarantees provided hereof within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the acceptance of the dedication and approval the plat shall not be effective.

Passed, approved and adopted this day of 2025.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitsfelder, City Clerk

-25

Dated in Dubuque, Iowa this day of 2025.

[illegible]

Notary Public in the State of Iowa

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**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE: Accepting Public Water Distribution System Improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in Dubuque County, Iowa

SUMMARY: City Manager recommending City Council adopt the attached resolution accepting the public water distribution system improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in the City of Dubuque, Iowa.

RESOLUTION Accepting Public Water Distribution System Improvements In Kerrigan Heights Subdivision, In Dubuque County, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. 1 kerrigan hts water main imp accept memo
3. 2 kerrigan hts water main imp accept resolution
4. 3 Kerrigan Heights wm imp accept area map
5. 4 IADU - MOU Recorded

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Accepting Public Water Distribution System Improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in Dubuque County, Iowa

DATE: February 11, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting the public water distribution system improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in the City of Dubuque, Iowa.

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.

The owners have requested the City's acceptance of the water distribution system improvements in Kerrigan Heights Subdivision in Dubuque County, Iowa. Upon inspection by the City, it has been determined that the public improvements required by said agreement have been completed in accordance with plans approved by the City Staff and in conformance with City specifications.

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/PE
Chris Lester, Water Department Director
Carl Plumley, Water Distribution Maintenance Supervisor
Darrin Homb, Water Distribution Maintenance

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Accepting Public Water Distribution System Improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in Dubuque County, Iowa

DATE: February 10, 2025

INTRODUCTION

The enclosed material provides for City Council acceptance of public water distribution system improvements that the owner, IADU Table Mound MHP, LLC, has recently completed in Kerrigan Heights Subdivision, in Dubuque County, Iowa.

BACKGROUND

Per the Memorandum of Understanding between the City of Dubuque and IADU Table Mound MHP, LLC, approved by the City Council via Resolution 201-18 and amended by Resolution 106-19, the parties wished to set forth terms for repairs and improvements to the private IADU water distribution system which serves multiple areas including Kerrigan Heights Subdivision in Dubuque County, Iowa. The MOU states that when the repairs and improvements to the Kerrigan Heights water distribution system have been completed by IADU Table Mound MHP, LLC they will dedicate said improvements to the City of Dubuque for ownership and maintenance.

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.

The owners have requested the City's acceptance of the water distribution system improvements in Kerrigan Heights Subdivision in Dubuque County, Iowa. Upon inspection by the City, it has been determined that the public improvements required by said agreement have been completed in accordance with plans approved by the City Staff and in conformance with City specifications.

RECOMMENDATION

I would, therefore, recommend that the City Council accept the public improvements as described above.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting the public water distribution system improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in the City of Dubuque, Iowa.

Prepared by Nate Kieffer, PLS, PE

cc. Chris Lester, Water Department Director
Carl Plumley, Water Distribution Maintenance Supervisor
Darrin Homb, Water Distribution Maintenance

RESOLUTION NO. -25

ACCEPTING PUBLIC WATER DISTRIBUTION SYSTEM IMPROVEMENTS IN KERRIGAN HEIGHTS SUBDIVISION, IN DUBUQUE COUNTY, IOWA

Whereas, per the Memorandum of Understanding between the City of Dubuque and IADU Table Mound MHP, LLC, approved by the City Council via Resolution 201-18 and amended by Resolution 106-19, the parties wished to set forth terms for repairs and improvements to the private IADU water distribution system which serves multiple areas including Kerrigan Heights Subdivision in the Dubuque County, Iowa; and

Whereas, pursuant to said Memorandum of Understanding, repairs and improvements to the Kerrigan Heights water distribution system have been completed by IADU Table Mound MHP, LLC and IADU Table Mound MHP, LLC now wishes to dedicate said improvements to the City of Dubuque for ownership and maintenance; and

Whereas, the Kerrigan Heights water distribution system improvements have been 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 water distribution system improvements in Kerrigan Heights Subdivision, in Dubuque County, Iowa, as shown on the attached Exhibit A, be and the same are hereby accepted.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

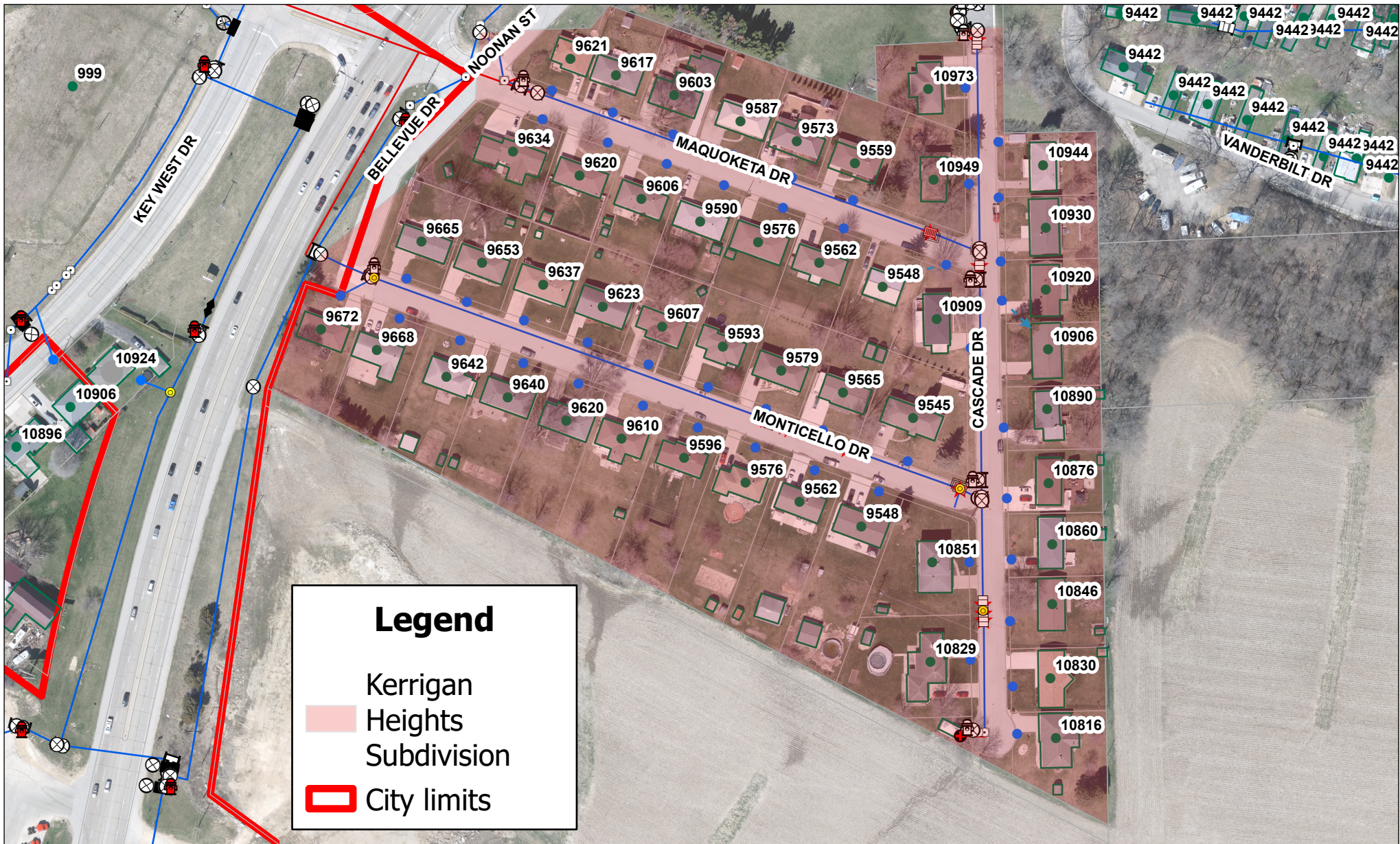
Attest:

Adrienne N. Breitfelder, City Clerk

Kerrigan Heights Subdivision

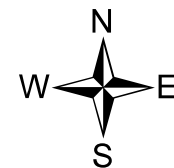
Dedicated Water Utility to City of Dubuque

EXHIBIT A



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.

0 140 280 420 Feet



Map Prepared by:
City of Dubuque
Water Department
1902 Hawthorne St
563-589-4291
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Doc ID: 010269550037 Type: GEN
Kind: AGREEMENT
Recorded: 04/17/2019 at 01:54:51 PM
Fee Amt: \$187.00 Page 1 of 37
Dubuque County Iowa
John Murphy Recorder

File **2019-00003730**

**RECORDER'S COVER SHEET
FOR**

**MEMORANDUM OF UNDERSTANDING AND RESOLUTION
IADU TABLE MOUND MHP, LLC
(RV Horizons, Inc.)**

Preparer Information:

Maureen Quann
300 Main St., Ste. 330
Dubuque IA 52001-6944

563-589-4113

Taxpayer Information: N/A

Return Document To:

Kevin S. Firnstahl, City Clerk
50 W. 13th Street
Dubuque, IA 52001

Legal Description: N/A

Grantors:	Grantees:
City of Dubuque 50 W. 13 th Street Dubuque, IA 52001	RV Horizons, Inc. 9442 Noonan St. Dubuque, IA 52003

Previously Recorded Document(s): N/A

City of DBQ 187.00
Clerk ~~XX~~
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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
IADU TABLE MOUND MHP, LLC**

This Memorandum of Understanding (MOU) is made between the City of Dubuque, Iowa (City), and IADU Table Mound MHP, LLC (Table Mound) as follows:

WHEREAS, Table Mound is the owner of a private water distribution system that serves three areas outside the City: Table Mound 1 Mobile Home Park, the Kerrigan Heights subdivision, and seven commercial businesses located on Rockdale Road; and

WHEREAS, Table Mound is the owner of a private sanitary sewer collection system that serves two areas outside the City: Table Mound 1 Mobile Home Park and the Kerrigan Heights subdivision; and

WHEREAS, the City owns, operates, and maintains the City water distribution system that serves over 23,000 customers located both in and outside the corporate limits of the City; and

WHEREAS, the City owns, operates, and maintains the public sanitary sewer collection system which serves over 23,000 customers located both in and outside the corporate limits of the City; and

WHEREAS, Table Mound wishes to make necessary repairs and improvements to its water distribution system and sanitary sewer collection system (Table Mound System) to make the systems compliant with Iowa Department of Natural Resources (IDNR) requirements and City standards; and

WHEREAS, after completion of improvements to the Table Mound System, when its water and sanitary sewer components are deemed compliant with both IDNR requirements and City standards, Table Mound wishes to dedicate portions of the Table Mound System to the City for operation as part of the City's water distribution and sanitary sewer collection systems; and

WHEREAS, after improvements have been made and the Table Mound System is deemed compliant with IDNR requirements and City standards, the Table Mound System will be connected to the City's water distribution and sanitary sewer collection system. Customers served by the existing Table Mound System will be served by the City's water distribution and sanitary sewer collection systems after connection; and

WHEREAS, the City desires to accept portions of the Table Mound System after the system meets IDNR requirements and City standards and will serve customers located within the Table Mound System.

THEREFORE, in consideration of the promises, covenants, and agreements of the parties in this MOU, the parties agree as follows:

SECTION 1. PURPOSES AND OBJECTIVES. The purpose and objectives of this MOU are to establish and outline Table Mound's desire to improve and dedicate to the City the Table Mound System and the City's desire to accept portions of the Table Mound System after improvements render it compliant with IDNR requirements and City standards.

SECTION 2. COMPLIANCE WITH LAWS AND REGULATIONS. Table Mound and the City will comply with all applicable local, state, and federal regulations, including but not limited to the City of Dubuque Code of Ordinances, Iowa Code, rules and regulations imposed by the Iowa Department of Natural Resources (IDNR), SUDAS standards, Iowa Department of Transportation regulations, and the Consent Decree during the performance of each parties' respective obligations under this MOU and in any agreements arising out of this MOU.

SECTION 3. SYSTEM ENGINEERING, DESIGN, CONSTRUCTION, AND INSTALLATION.

3.1 Table Mound will engage and enter into a contract with a professionally licensed engineering and design firm to design all improvements, repairs or construction necessary to bring the Table Mound system into compliance with IDNR rules and City standards. Table Mound will engage any licensed plumbers and contractors necessary to complete all improvements, repairs, construction, installation and connection necessary to bring the Table Mound System into compliance with IDNR rules and City standards. Detailed reproducible plans must be certified by a professional engineer licensed in the state of Iowa.

3.2 City will consult with Table Mound and any engineering firms and contractors Table Mound engages for the construction, improvement, and installation of the Table Mound System to ensure compliance with IDNR regulations and City standards. City's role will be limited strictly to consultation. All contractors, plumbers, engineers, and other professionals will work for, contract with, and be paid by Table Mound.

3.3 City will approve final design necessary for the improvement, repairs, construction, and installation of the Table Mound System and any modifications that may be made to that design during its implementation.

3.4 Table Mound will obtain any permits and easements necessary for the improvements, repairs, construction, and installation of the Table Mound System.

3.5 Table Mound will engage any licensed plumbers and contractors necessary to complete all improvements, repairs, construction, installation, and connection necessary to bring the Table Mound System into compliance with IDNR rules and City standards.

3.6 Table Mound and/or its contractors will comply with all applicable City insurance schedules during the performance of its duties under this MOU and any agreements arising out of it.

3.7 Table Mound is financially responsible for the costs associated with the repair, construction, improvement, and installation of the Table Mound System until certain portions are dedicated to and accepted by the City as provided elsewhere in this MOU.

SECTION 4. IDNR COMPLIANCE AND TIME EXTENSION. City understands that Table Mound must comply with IDNR rules and regulations for the Table Mound System within a certain time frame given by IDNR. City will assist Table Mound in efforts it makes to obtain an extension from IDNR of such time frame, if necessary. These efforts may include but would not be limited to presentation of a copy the executed MOU to the IDNR and communication with the IDNR regarding the City's intent to accept portions of the Table Mound System upon completion of all repairs, improvements, construction, and installation of the system to bring it into compliance with IDNR rules and City standards, and connection of that same Table Mound System, including its sanitary sewer collection system component, to the City's water distribution system and sanitary sewer collection systems.

SECTION 5. OWNERSHIP OF THE TABLE MOUND SYSTEM.

5.1 Table Mound will maintain ownership of the Table Mound System until acceptance of the Table Mound System by the City Council. Once all repairs, improvements, construction, installation, and connections are complete, including all final inspections, Table Mound will dedicate portions of the Table Mound System to the City, and the City Council will accept such portions.

5.2 The three areas served by the Table Mound System: Table Mound Mobile Home Park 1 (Mobile Home Park), Kerrigan Heights subdivision (Kerrigan Heights), and the seven businesses on Rockdale Road (Rockdale Road) are shown in Exhibit A. Table Mound will retain ownership of the portion of the Table Mound System that runs through the private property of the Mobile Home Park as shown in Exhibit B. The portion of the Table Mound System running through and within the Mobile Home Park will not be dedicated to or accepted by the City but will remain a private water distribution system and private sanitary sewer collection system through the Mobile Home Park and will be owned, operated, and maintained by Table Mound. The portions of the Table Mound Water System serving and running through and within Kerrigan Heights will be dedicated to and accepted by the City at the conclusion of the repairs, improvements, construction, installation and connection and will be owned, operated, and maintained by the City thereafter. Rockdale Road water system will be disconnected from the Kerrigan Heights water system and capped (abandoned per IDOT standards) under the highway right of way.

SECTION 6. PRE-ANNEXATION OF THE LAND COMPRISING THE TABLE MOUND

MOBILE HOME PARK. As property owners of the land comprising the Table Mound Mobile Home Park shown on Exhibit B, Table Mound will sign pre-annexation documents committing the land comprising the Table Mound Mobile Home Park to future annexation to the City at some unknown future date, as determined by the City.

SECTION 7. WATER DISTRIBUTION WITHIN IN THE TABLE MOUND SYSTEM.

7.1 The water distribution portion of the Table Mound System will be addressed separately in three component parts: Mobile Home Park, Kerrigan Heights, and Rockdale Road.

Mobile Home Park Phase One

Upon execution of this MOU, the City will provide water to Table Mound as follows:

- A. Table Mound will install a master meter pit and City water meter at the property line between Mobile Home Park and Kerrigan Heights along Cascade Drive.
- B. Table Mound will be the City's water customer and will be billed for the actual amount of water consumed as determined by the master meter pit.
- C. If Table Mound wishes to further meter and bill the individual water customers within the Mobile Home Park, such metering and billing will be a private matter between Table Mound and the individual water users in the Mobile Home Park. The City's only customer in this Phase One will be Table Mound.
- D. Table Mound will own, maintain, repair and replace all infrastructure within the Mobile Home Park. This water distribution portion of the Table Mound System will not be dedicated to or accepted by the City.
- E. There will be no water connection fee for connection of the Mobile Home Park to the City's water distribution system because the Mobile Home Park is served with water via Kerrigan Heights.

Mobile Home Park Phase Two

At some future, presently unknown date, if Table Mound requests that the City bill individual water users within the Mobile Home Park, instead of billing only Table Mound as described in Phase One, such individualized billing and water provision will occur as follows:

- A. Table Mound will install City water meters inside each individual mobile home in the Mobile Home Park at Table Mound's expense. City will provide one City water meter per service line to Table Mound at no expense (one per service line, 1" diameter and under). The water meters must be installed in a manner that

protects the water meters from freezing. Table Mound will be responsible for replacement or maintenance of frozen water meters. If not already in place for each water service line, Table Mound will install a control valve (stop box) for each individual water meter installation in the Mobile Home Park. It will not be considered a violation of this MOU if Table Mound is unable to install a City water meter in a privately-owned home due to the homeowner's refusal to permit access or such work to be performed.

B. City will install a water meter interface unit (MIU) and wiring at each mobile home located within the Mobile Home Park at Table Mound's expense.

C. Table Mound will install, own, operate, and maintain, including repair and/or replacement of, pressure reducing valves (PVRs) or devices to meet the design parameters of the Table Mound infrastructure.

D. Table Mound will maintain the master meter pit and the City water meter from Phase One at the property line between Mobile Home Park and Kerrigan Heights.

E. Table Mound will own, maintain, repair and replace all infrastructure within the Mobile Home Park. This water distribution portion of the Table Mound System will not be dedicated to or accepted by the City.

F. City will bill each mobile home in the Mobile Home Park individually and also monitor actual water usage on the master meter pit. For any discrepancies that exist between total water usage on the master meter pit and cumulative individual mobile home bills, Table Mound will pay the amount shown on the master meter pit bill in instances when the master meter pit bill is greater than the cumulative individual mobile home bills (master meter pit bill versus cumulative bill for individual mobile homes).

G. When a tenant does not register for water service with the City but receives City water through the distribution system, the water account will be under Table Mound, and Table Mound will be responsible for any water usage until the tenant establishes service with the City. This provision applies to existing tenants at the time of connection to the City's water distribution system and any new tenants that enter the Mobile Home Park after connection to the City's water distribution system.

H. Table Mound will provide City with customer registration information for all customers within the Mobile Home Park and update that list with the City as tenancy changes within the Mobile Home Park.

I. After thirty days, any unpaid balance held by a tenant in the Mobile Home Park will transfer into Table Mound's name, and Table Mound will be financially responsible for that account until it is current again.

J. When tenants leave the Mobile Home Park, any unpaid balance of a departed tenant will transfer into Table Mound's name and Table Mound will be financially responsible for that account if it remains past due thirty days after the tenant moves out of the Mobile Home Park.

K. For all tenants within the Mobile Home Park who have past due balances in their names at other prior addresses within the City, they will be unable to obtain new service in their own names until the prior past due balances are paid. Until those prior past due balances are paid, the water accounts will be in Table Mound's name.

L. The City will own the pipes and mains up to the master meter pit at the Mobile Home Park. All pipes, mains, and infrastructure within the Mobile Home Park will continue to be a private water distribution system owned and maintained by Table Mound.

M. City will send informational materials to all tenants of the Mobile Home Park and hold an informational meeting for tenants of the Mobile Home Park before the connection to the City water and sewer distribution systems occur.

N. Table Mound will identify, verify, or install all necessary curb boxes to mobile homes within the Mobile Home Park portion of the Table Mound System. Table Mound may hire licensed professionals to perform such work if it chooses, but the work will be performed at Table Mound's expense.

O. Table Mound will verify that all valves located in the Mobile Home Park portion of the Table Mound System are operable and accessible.

P. Table Mound will verify that all fire hydrants located in the Mobile Home Park portion of the Table Mound System are accessible and operable.

Kerrigan Heights

A. Table Mound or a licensed plumber hired by Table Mound will install a City meter and pressure reducing valve at each home located within Kerrigan Heights. At Table Mound's expense, City will install a meter interface unit (MIU) and wiring at each home located within Kerrigan Heights. It will not be considered a violation of this MOU if Table Mound is unable to install a City water meter on a privately-owned home due to the homeowner's refusal to permit access or such work to be performed.

B. City will install a meter interface unit (MIU) and wiring at each home located within Kerrigan Heights at Table Mound's expense.

C. Table Mound will provide the City customer names and customer contact

information for all account holders located within Kerrigan Heights.

D. Table Mound will communicate with customers regarding conversion and procedures to establish City Utility Billing accounts.

E. After connection to the City's water distribution system, Table Mound will dedicate the Kerrigan Heights water distribution portion of the Table Mound System to the City. City will begin billing customers upon connection to the City's water distribution system.

F. Prior to dedication to and acceptance by the City, Table Mound will identify, verify, or install all necessary curb boxes to homes within the Kerrigan Heights portion of the Table Mound System. Table Mound may hire licensed professionals to perform such work if it chooses, but the work will be performed at Table Mound's expense.

G. Table Mound will transfer and assign to the City all easements necessary to own, operate, and maintain any of the Kerrigan Heights portion of the Table Mound System that will be public after dedication to and acceptance by the City.

H. Prior to dedication to and acceptance by the City, Table Mound will verify that all valves located in the Kerrigan Heights portion of the Table Mound System are operable and accessible.

I. Prior to dedication to and acceptance by the City, Table Mound will verify that all fire hydrants located in the Kerrigan Heights portion of the Table Mound System are accessible and operable.

J. Table Mound will connect and convert to the City's water distribution system. After connection, the City's water distribution system will supply residents within Kerrigan Heights, and the City Council will accept dedication of the Kerrigan Heights water distribution portion of the Table Mound System.

K. Prior to connection to the City's water distribution system, all wells within the Table Mound System must be disconnected. All wells within the Table Mound System must be properly abandoned prior to City Council acceptance. Once City Council acceptance occurs, the City will own and be responsible for all water distribution maintenance of the now public mains within Kerrigan Heights.

L. Connection to the City's water distribution system must be in accordance with drawings and "as built" designs of the City Water Distribution System to Table Mound provided by the City on 2/28/2017 and attached as Exhibit C of this MOU.

M. Table Mound will pay a water connection fee of \$15,808.80 to the City upon connection of Kerrigan Heights to the City's water distribution system.

N. City will accept the public mains running through Kerrigan Heights. Individual homeowners in Kerrigan Heights will own and be responsible for lateral service lines from the public mains to meters and homes.

O. City will send informational materials to all Kerrigan Heights residents and hold an informational meeting for Kerrigan Heights residents before the connection to the City water and sewer distribution systems occur.

Rockdale Road

A. Table Mound must cap and abandon the private six-inch water main serving the seven (7) properties along Rockdale Road.

B. Table Mound must perform all Rockdale Road work before Kerrigan Heights work begins.

C. Table Mound must provide to the City Rockdale Road customer names and contact information.

D. Table Mound will communicate with Rockdale Road customers regarding conversion and procedures to establish City utility accounts.

E. Table Mound will transfer and assign to City all easements necessary to own, operate, and maintain any of the Rockdale Road portion of the Table Mound System that will be public after dedication to and acceptance by the City.

F. Table Mound must verify that all service valves are operable and accessible within the Rockdale Road portion of the Table Mound System.

G. Table Mound must abandon, cap, and mark the existing water main under the public highway 151/61 and the Rockdale Road right-of-way in accordance with any applicable laws and standards under state, federal and local laws, including but not limited to any Iowa Department of Transportation (DOT) standards.

H. City will send informational materials to all Rockdale Road customers and hold an informational meeting for Rockdale Road customers before the connection to the City water distribution systems occur.

I. The City will offer water service from the City's water distribution system located on Rockdale Road to the seven (7) Rockdale Road customers at the customer's expense. Because these Rockdale Road customers are not located within City limits, these customers may pursue well water as long as any wells comply with all county, state, IDNR and other applicable requirements. Future water service for the seven (7) Rockdale Road customers must be determined before work begins to ensure the customers are not left without water supply and to coordinate work so that water connections are made in the most cost-efficient

manner.

SECTION 8. SANITARY SEWER COLLECTION IN THE TABLE MOUND SYSTEM.

8.1 The sanitary sewer collection portion of the Table Mound System consists of and will be addressed separately in two component parts: Mobile Home Park and Kerrigan Heights.

8.2 Table Mound must televise and clean both components of the sanitary sewer collection portion of the Table Mound System, the Mobile Home Park and Kerrigan Heights, to identify repairs, modifications, and replacement needed to meet City standards and IDNR requirements. All repairs, modifications, and replacements will be completed at Table Mound's expense.

8.3 At Table Mound's expense, the City will construct a new public sanitary sewer from the Granger Creek Interceptor sanitary sewer to the existing sanitary sewer serving Kerrigan Heights.

8.4 Table Mound will connect the Mobile Home Park collection system to the new public sanitary sewer system at a single discharge point near the existing treatment facility.

8.5 After dedication to and acceptance by the City, the City will own, operate, and maintain the sanitary sewer collection system within Kerrigan Heights and the new public sanitary sewer main extended from the Granger Creek Interceptor sewer.

8.6 The sewer connection fees for the Mobile Home Park and Kerrigan Heights total \$24,207.21. The City will waive these sewer connection fees in acknowledgment of the IDNR directive to update and repair the existing sewage treatment system.

Mobile Home Park

A. Table Mound will own, maintain, repair, and replace all sanitary sewer collection system components within the Mobile Home Park. The portion of the sanitary sewer collection system located on the private property of the Mobile Home Park will not be dedicated to or accepted by the City.

B. All sanitary sewer collection system components within the Mobile Home Park must be improved to eliminate exfiltration and infiltration concerns. The sanitary sewer collection system within the Mobile Home Park must be sealed and repaired before the Mobile Home Park collection system can be connected to the new public sanitary sewer extension. Table Mound must install a flow meter on the sanitary sewer system.

C. Table Mound must install a new public sanitary sewer main from the Granger Creek Interceptor, running along the southside of the property, to connect

to Kerrigan Heights. The public main must be a minimum of 8 inches in diameter and be designed and constructed to meet all city, state, and federal specifications and requirements.

D. The City must approve all design plans and materials prior to work beginning.

Kerrigan Heights

A. Table Mound must inspect, repair the sanitary sewer collection system within the Kerrigan Heights area to ensure compliance with IDNR requirements and City standards. All sanitary sewer upstream of Extension 2 (shown on Exhibit D) must be 8-inch diameter and rehabilitated/repared to City standards before dedication to and acceptance by the City.

B. The City must approve all design plans and materials prior to work beginning.

8.7 Table Mound will perform the sanitary sewer collection system work, repairs, construction and improvements as set forth in this MOU and the work plans and specifications prepared by J.C. Dillon, Inc. and reviewed and signed by the City and J.C. Dillon, Inc. These plans and specifications are referred to as the J.C. Dillon Plans.

SECTION 9. REASONABLE EFFORTS. Table Mound acknowledges and agrees that unless and until the Table Mound System, or any of its component parts, have been constructed, installed, dedicated to, and accepted by the City, the City's obligations under this MOU are to use reasonable efforts to assist Table Mound with facilitating the construction, installation, repairs, and improvement of the Table Mound System.

SECTION 10. AMENDMENTS. This MOU may not be amended or modified without the consent of the City and Table Mound. Such consent must be evidenced by a written instrument executed by both parties.

SECTION 11. ASSIGNMENTS. This MOU may not be assigned without the written consent of the non-assigning party.

SECTION 12. CAPTIONS. The captions in this MOU are included for convenience of reference and do not define, delimit, or otherwise effect the construction or effect of the provisions contained herein.

SECTION 13. FORCE MAJEURE. If either party is delayed, hindered, or prevented from the performance of any obligation required under this MOU by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, civil disturbances, picketing demonstrations, war, other similar reasons, or an act of God not the fault of the delayed party, then performance of such act will be extended for a period equivalent to the period of such delay.

SECTION 14. SEVERABILITY. If any provision of this MOU is held invalid, such invalidity will not affect any other provision of this MOU that can be given effect without the invalid provision. The provisions contained in this MOU are severable.

SECTION 15. BINDING EFFECT. This MOU binds and inures to the benefit of the City and Table Mound and their respective heirs, successors, and permitted assigns.

SECTION 16. NOTICES. Notices or consents of any kind under this MOU must be in writing and will be deemed received if delivered in person or if mailed by certified mail to the appropriate party as follows:

If to the City: Michael C. Van Milligen
City Manager
50 West 13th Street
Dubuque, Iowa 52001

If to Table Mound: David Reynolds
Attn: Legal Dept.
P.O. Box 457
Cedaredge, CO 81413

SECTION 17. APPLICABLE LAW. This MOU is governed by the laws of the state of Iowa.

SECTION 18. COUNTERPARTS. This MOU may be executed in any number of counterparts. All counterparts taken together will constitute one and the same MOU.

SECTION 19. EFFECTIVE DATE AND SIGNATURE.

19.1 Execution of this MOU formally evidences that the parties have reviewed and accept this MOU.

19.2 This MOU is approved and is effective upon the date of the last signature below.

[signature page follows]

TABLE MOUND

By: Its General Manager,
RV Horizons, Inc.

By: _____

David H. Reynolds,
President, RV Horizons, Inc.

CITY OF DUBUQUE, IOWA

By: _____

Roy D. Buol, Mayor

Attest:

By: _____

Kevin S. Firnstahl, City Clerk

Notary page follows:

State of Iowa)
) ss:
County of Dubuque)

On this 19th day of March, 2019, before me, a Notary public in and for said state, personally appeared Roy D. Buol, and Kevin S. Firnstahl known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

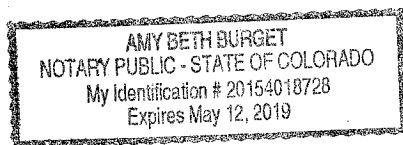


Trish L. Gleason
Notary Public in the State of Iowa

My Commission expires: 12.13.20

State of Colorado)
) ss:
County of Delta)

On this 11 day of April, 2019, before me, a Notary public in and for said state, personally appeared David H. Reynolds known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



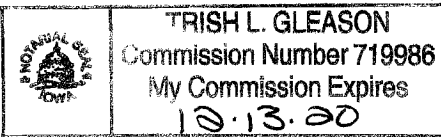
Amy Beth Burget
Notary Public in the State of ~~Iowa~~ Colorado

My Commission expires: May 12, 2019

Notary page for IADU Table Mount MHP, LLC Memorandum of Agreement with the City of Dubuque, Iowa.

State of Iowa)
) ss:
County of Dubuque)

On this 19th day of March, 2019, before me, a Notary public in and for said state, personally appeared Roy D. Buol, and Kevin S. Firnstahl known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Trish L. Gleason
Notary Public in the State of Iowa

My Commission expires: 12.13.20

State of _____)
) ss:
County of _____)

On this _____ day of _____, 20____, before me, a Notary public in and for said state, personally appeared David H. Reynolds known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires: _____

Notary page for IADU Table Mount MHP, LLC Memorandum of Agreement with the City of Dubuque, Iowa.

EXHIBIT A
TABLE MOUND SYSTEM

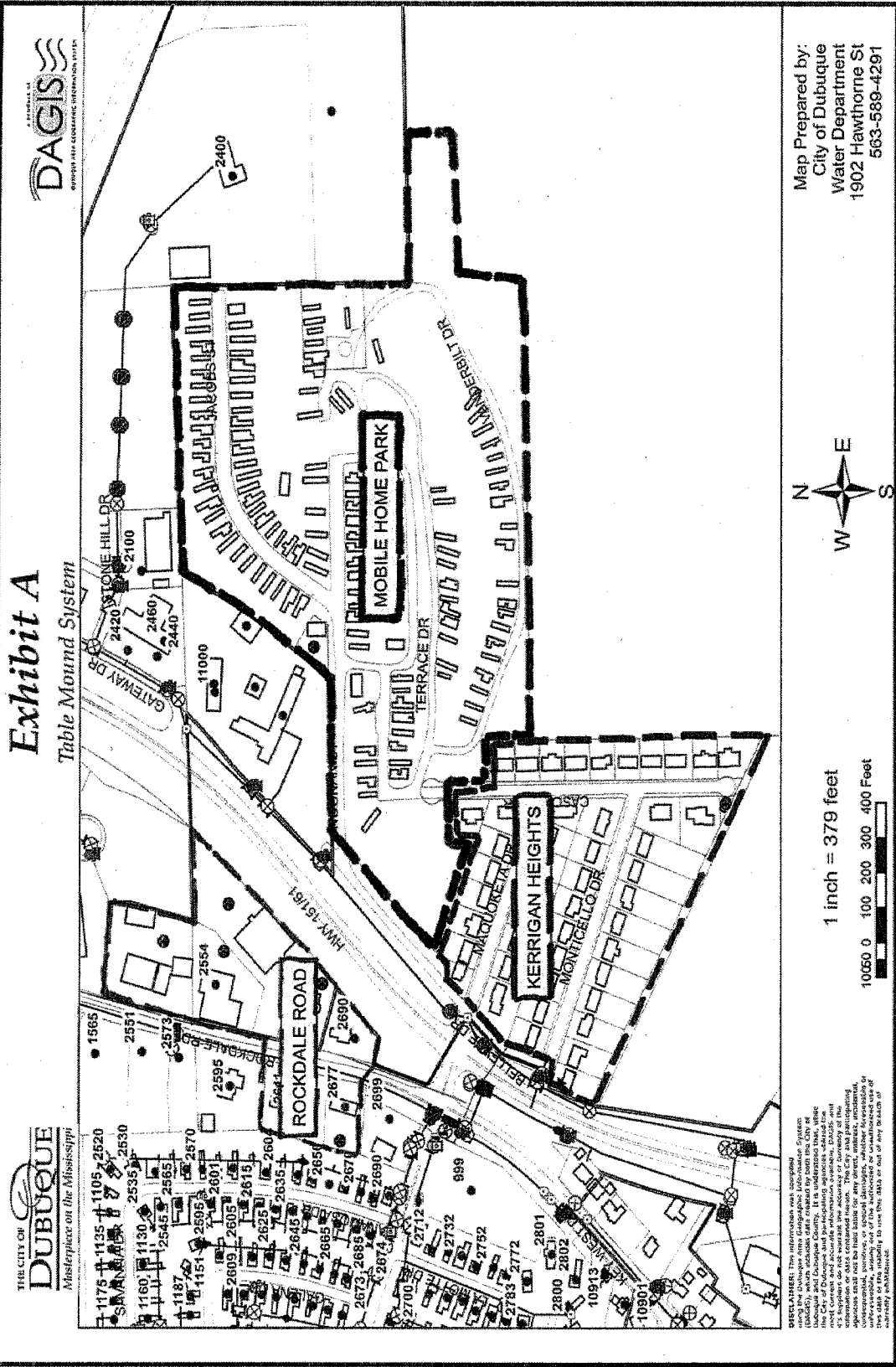


EXHIBIT B
MOBILE HOME PARK

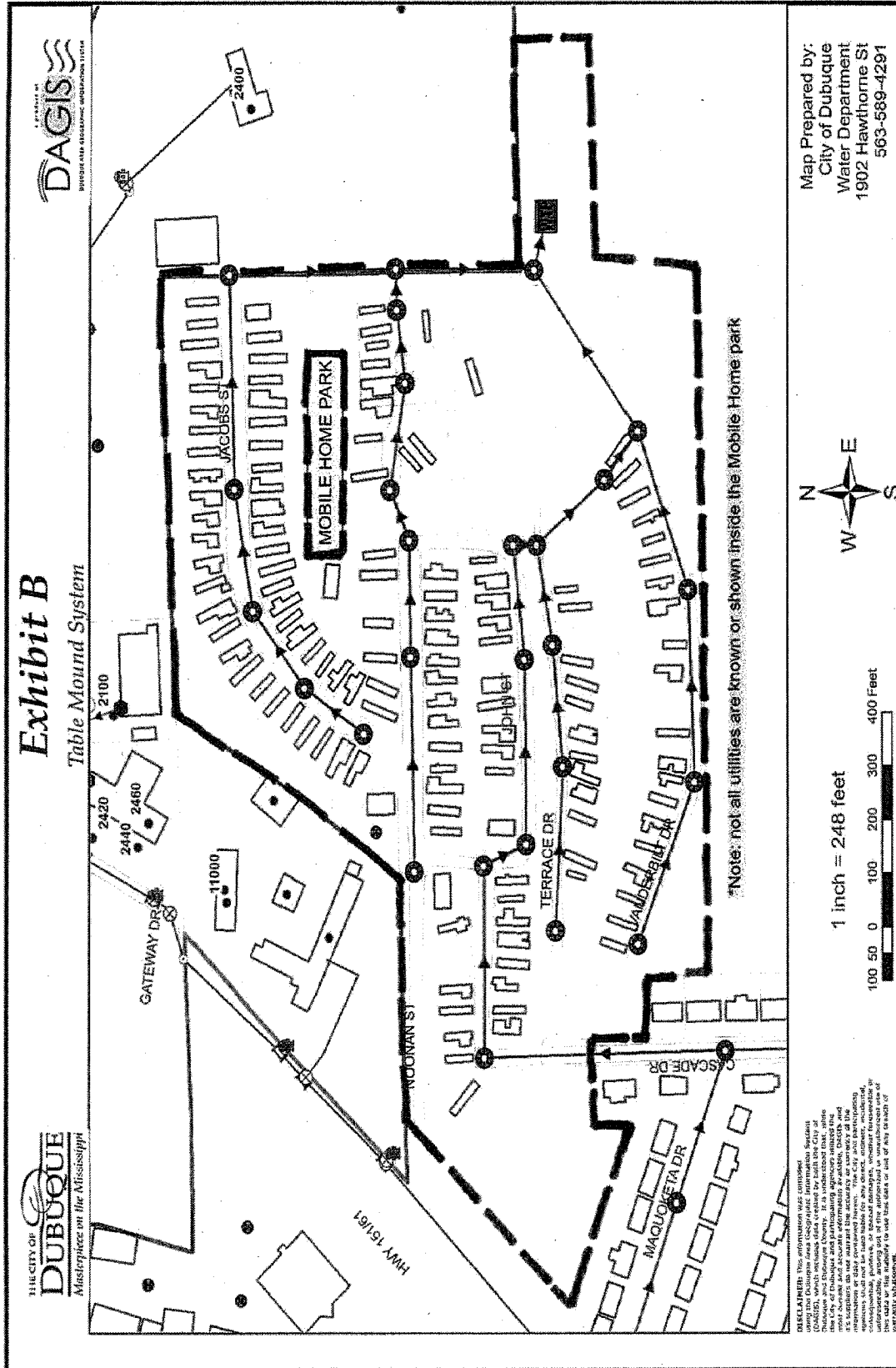
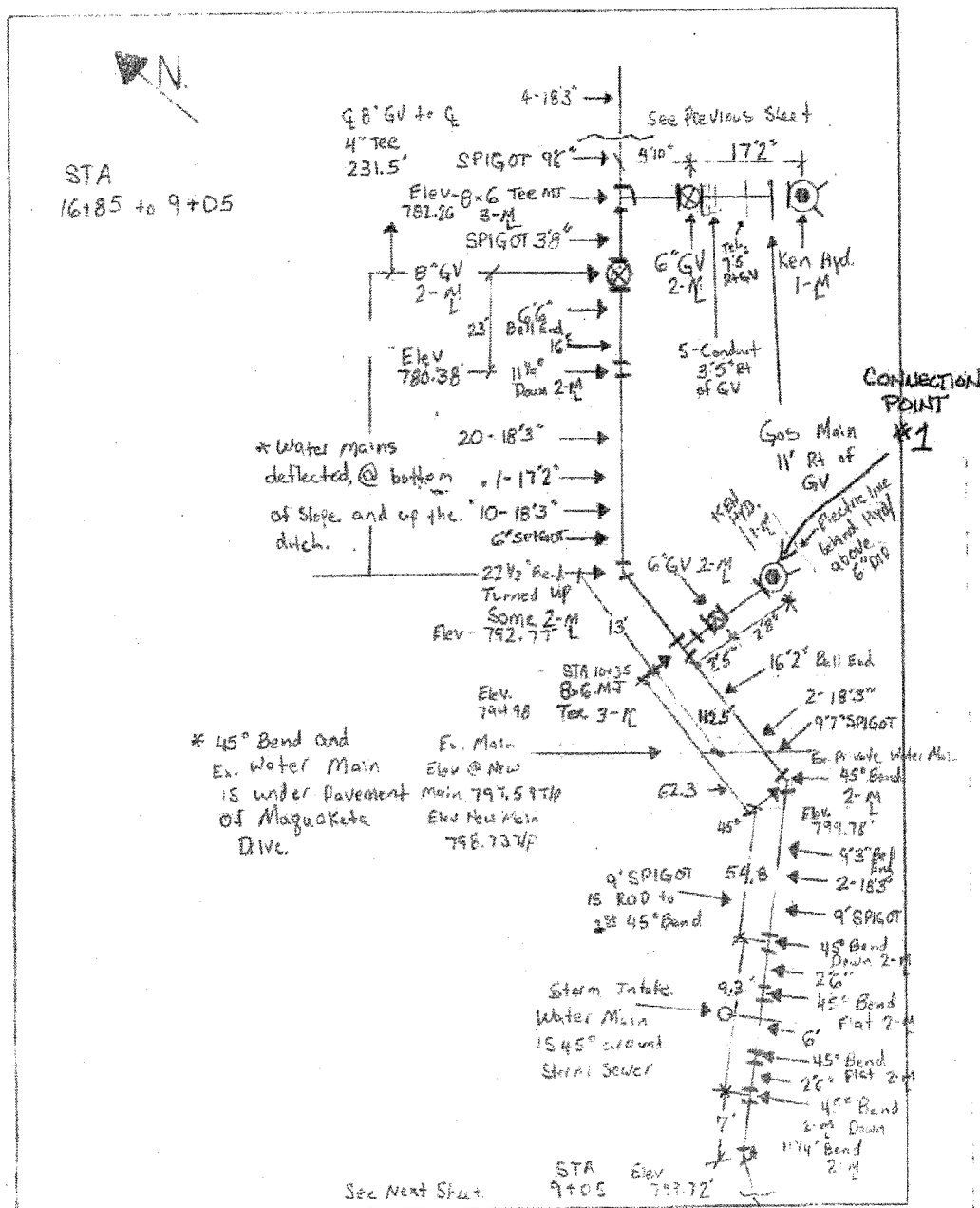


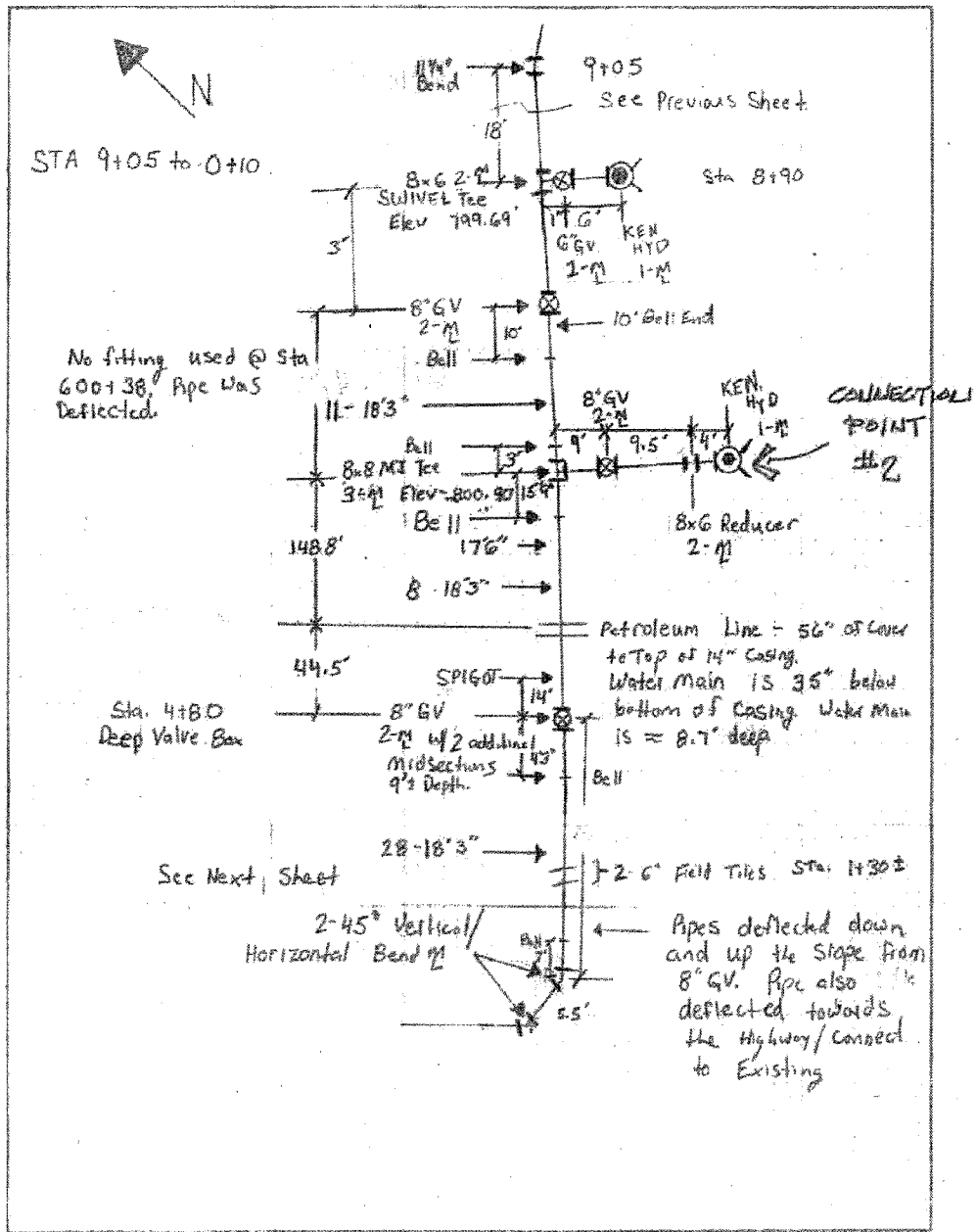
EXHIBIT C
DRAWINGS AND “AS BUILT” DESIGNS OF CITY WATER DISTRIBUTION SYSTEM

[illegible]

2/27/18
CITY OF DUBLIN
HUMAN RESOURCES DEPARTMENT

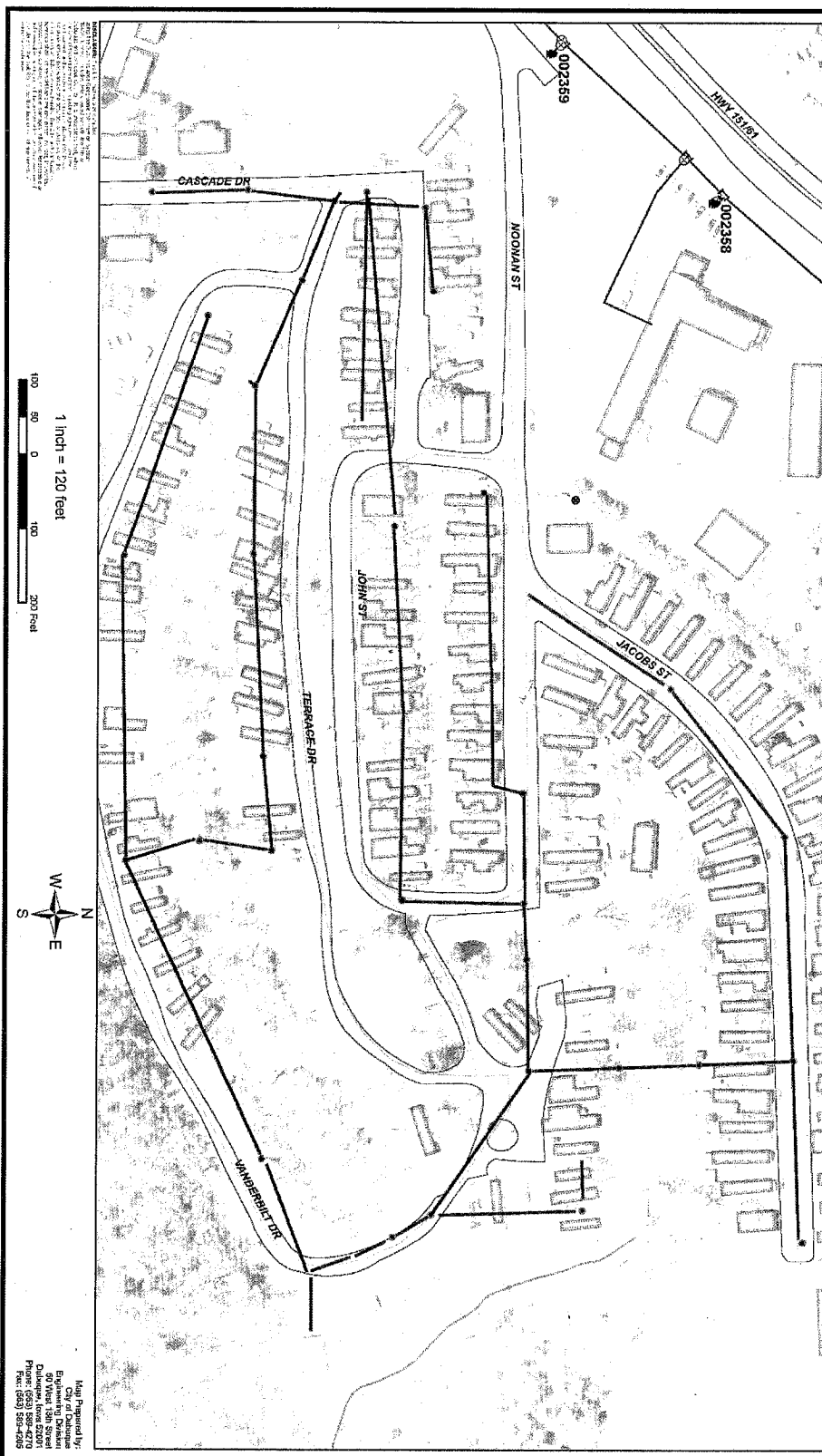


IIV Engineers & Surveyors, P.C.			
	M. Busch	12-11-09	Urban Main Extension 2009
	City of Dub.		08-11-09
	Project: 01151-South		
			PAGE 3

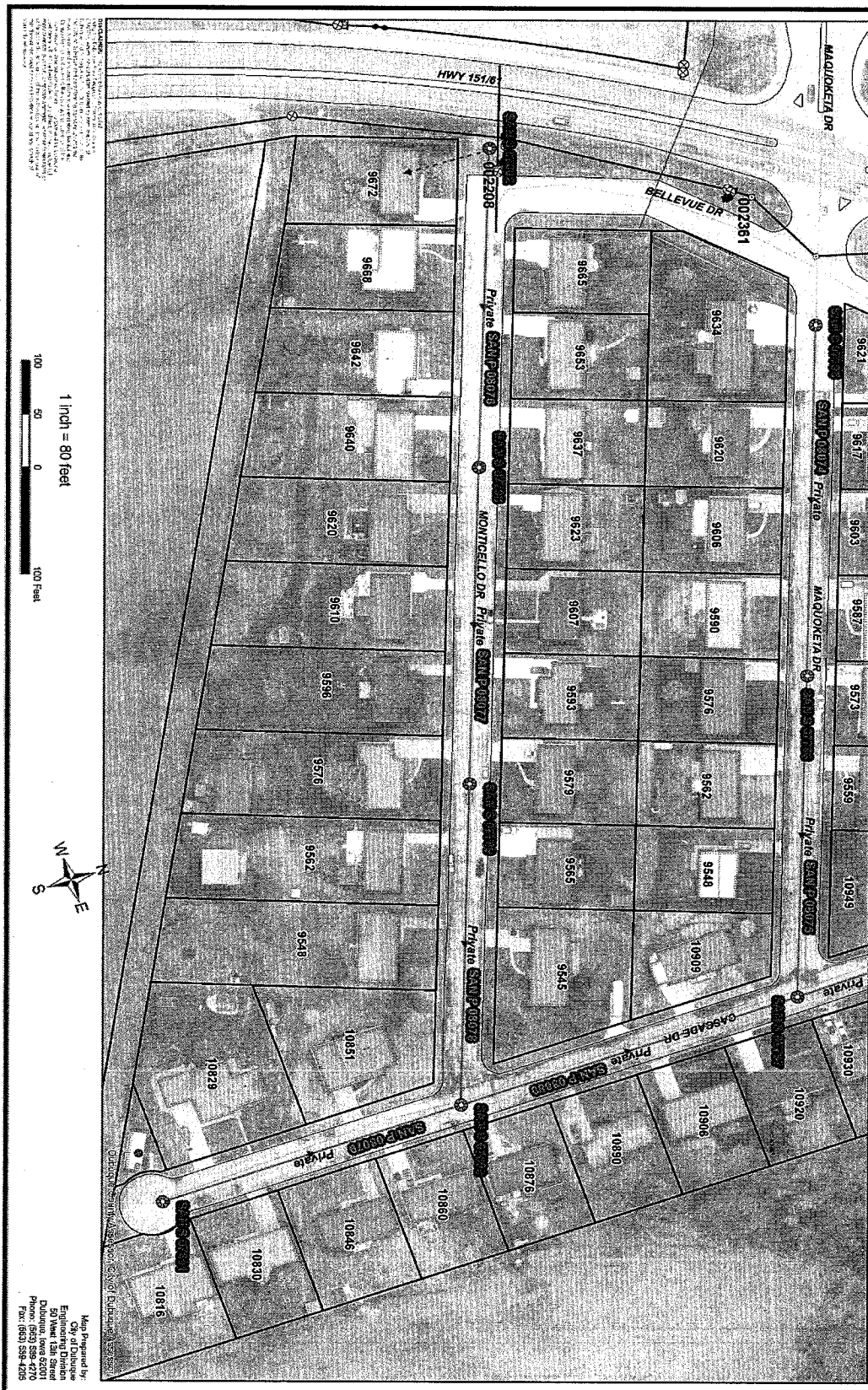


IHW Engineers & Surveyors P.C.			
	DESIGNED BY	CHECKED BY	DATE
	M. Busch		11/4/2010
	City of Dubuque		
Highway 61/151 South		PROJECT NO.	08273-01
			PAGE 2 of 4

**EXHIBIT D
SANITARY SEWER**



Kerrigan Heights Subd. Sanitary Sewer Inspection



Map Prepared by:
City of Duboué
Engineering Division
50 West 12th Street
Duboué, MS 39230
Phone: (662) 588-4270
Fax: (662) 588-4205

1 inch = 80 feet
100 50 0 100 Feet

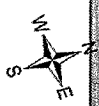


EXHIBIT E
J.C. DILLON PLANS



Plumbing . Heating . Utilities . Trenchless Technologies . Hydro excavation

To: RV Horizons
9442 Noonan St.
Dubuque, IA. 52003

Date: 04/19/2018

Attention: Robert Thomas
E-mail: rthomas@rvmanagement.com

Est. #: 02359-18

Project Name: Table Mound 1 Mobile Home Park & Kerrington Height Subdivision Sanitary Sewer Imp

Client #	Description	Quan	Unit	Unit Price	Ext Price
Sanitary Sewer Repairs-Mobile Home Park					
01	Mobilization	1.000	LS		
02	Traffic Control	1.000	LS		
03	UV, GRP-8" X 3 mm	7,852.000	LF		
04	Remove & Replace Ext Manhole Frame & Lid w/ COD	27.000	EA		
05	Remove & Replace Manhole 08321	1.000	EA		
06	Remove & Replace Manhole 08320	1.000	EA		
07	Access Manhole under trailer/Raise to grade 08309	1.000	EA		
08	Point Repair-Pipe 08579	1.000	EA		
09	Point Repair-Pipe 08613	1.000	EA		
10	Remove & Replace Manhole under trailer 08285	1.000	EA		
11	Raise Buried Manhole 08387	1.000	EA		
12	Locate & Raise Buried Manhole 08317	1.000	EA		
13	Remove & Replace Manhole 08316	1.000	EA		
14	Raise Buried Manhole 08314	1.000	EA		
15	Remove Structure, Install New Manhole 08311	1.000	EA		
16	Point Repair-Pipe 08597	1.000	EA		
17	Raise Buried Manhole 08307	1.000	EA		
18	Point Repair Pipe 08613	1.000	EA		
19	Point Repair Pipe 08584	1.000	EA		
20	Rehab Manhole 08283	1.000	EA		
21	Remove & Replace Manhole 08306	1.000	EA		
22	Rehab Manhole 08318	1.000	EA		
23	Remove & Replace Bench & Trough Manhole 08319	1.000	EA		
Sanitary Sewer Repairs-Mobile Home Park Total					
Sanitary Sewer Repairs-Kerrington Sub					
24	UV, GRP-8" X 3 mm	2,184.000	LF		
25	Adj San Sew M.H./ Circular Cut, New Frame & Lid	8.000	EA		
Sanitary Sewer Repairs-Kerrington Sub Total					
Sanitary Sewer Extension					
26	Connection to Ext Manhole	1.000	EA		
27	Manhole Type, PC, 48" SW 301	9.000	EA		
28	Sanitary Sewer Gravity Main, Trenched, 12" PVC	3,000.000	LF		

1515 W Luthy Drive . PO Box 3590 . Peoria, IL. 61612 . Main 309-689-1596 . Fax 309-689-1596

Visit our website @ www.jcdilloninc.com

29	Sanitary Sewer Gravity Main, Trenched, 8" PVC (R&R)	167.000	LF		
30	Filter Socks	500.000	LF		
31	Clearing & Grubbing	1.000	LS		
32	Seeding, Fert., and Mulching - Yard	2.000	AC		
33	Trench Backfill - 1" Clean Stone	3,167.000	LF		
34	Fill ext Pipe run 08371 with CLSM	100.000	LF		
35	Fill Depth Patches - HMA	418.000	SY		
Sanitary Sewer Extension Total					
Water Main Improvements					
36	Install Master Water Meter Vault	1.000	EA		
37	6" & 4" Water Main Tie-In @ Bellevue Dr.	2.000	EA		
38	Fire Hydrant Assembly	2.000	EA		
39	Cut & Cap Well	1.000	EA		
Water Main Improvements Total					
Grand Total:					

J.C. Dillon, Inc. will provide:

- Labor, Equipment, and Materials
- (1) Mobilization
- New Manhole Frame & Lids for all structures

Owner will Provide:

- Permits or Permit Fees
- Construction Staking, Inspection, and Engineering
- Materials Testing
- Access to the site
- Erosion Control other than Inlet Filters

Notes:

- None

General Terms and Conditions:

- J.C. Dillon, Inc. standard Pay Terms are (30) thirty days, unless agreed upon in writing prior to the start of the project
- All past due accounts will be charged a rate of 2% per month
- Reasonable attorney fees for unpaid accounts will be the responsibility of the Owner.
- Permit, Connection, or any other fees are not included, unless they are listed above
- Inspection and Materials Testing Fees are the responsibility of the Owner
- Local & State Sales Tax is the responsibility of the Owner unless stated above
- Performance and Payment Bond Fees are not included
- J.C. Dillon, Inc. will not be held responsible for private utilities un-marked prior to the start of the project. All repair to those utilities will be at the Owner responsibility.
- J.C. Dillon, Inc. guarantees its work, subject to the exception stated or implied herein, for a period of (1) one year from the completion of the work. The owner will allow access to J.C. Dillon, Inc. to make the necessary repairs.

- J.C. Dillon, Inc. will not accept any back-charges from the Owner, unless J.C. Dillon, Inc. has been given proper written notice of the Owner intent to back-charge, and J.C. Dillon, Inc. is given (72) seventy-two hours to accept responsibility for the cause of the notice and commence corrective action to remedy same.
- J.C. Dillon, Inc. does not assume any liability for or indemnify the Owner or Owner Representative from damages, losses, personal injuries or death attributed to their passive, active or partial negligence.
- J.C. Dillon, Inc. normal working hours are 7:00 am thru 3:30 pm Monday thru Friday, except Holidays.

Visa, Master Card, American Express, and Discover is accepted

This estimate is based upon acceptance within (45) forty-five days of the date of same. The estimate is an offer to enter into an agreement for the work described hereinbefore, and is deemed an enforceable contract upon acceptance. The Owner accepts this estimate either by signature, oral assent, scheduling or commencing the work described in this estimate. Any of these modes of acceptance shall be deemed to incorporate all of the terms of this estimate into the contract between the Owner and J.C. Dillon, Inc.

If you have any questions, feel free to contact us @ 309-689-1596, and thank you for the opportunity to submit an estimate on your project.

Owner:

David Reynolds  6-25, 2018

Print

Signature

Date

J.C. Dillon, Inc.:

_____, 2018

Print

Signature

Date

RESOLUTION NO. 106-19

RESOLUTION AMENDING RESOLUTION NO. 201-18 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DUBUQUE AND IADU TABLE MOUND MHP, LLC FOR REPAIRS AND IMPROVEMENTS TO ITS WATER DISTRIBUTION AND SANITARY SEWER COLLECTION SYSTEM

WHEREAS, IADU Table Mound MHP, LLC owns a private water distribution system that serves three areas outside the City of Dubuque: Table Mound 1 Mobile Home Park, the Kerrigan Heights subdivision, and seven commercial businesses located on Rockdale Road; and

WHEREAS, IADU Table Mound MHP, LLC owns a private sanitary sewer collection system that serves two areas outside the City of Dubuque: Table Mound 1 Mobile Home Park and the Kerrigan Heights subdivision; and

WHEREAS, the City of Dubuque owns, operates, and maintains the City of Dubuque water distribution system that serves over 23,000 customers located both in and outside the corporate limits of the City; and

WHEREAS, the City of Dubuque owns, operates, and maintains the public sanitary sewer collection system which serves over 23,000 customers located both in and outside the corporate limits of the City; and

WHEREAS, IADU Table Mound MHP, LLC wished to make necessary repairs and improvements to its water distribution system and sanitary sewer collection system to make the systems compliant with Iowa Department of Natural Resources requirements and City of Dubuque standards; and

WHEREAS, after completion of improvements to the Table Mound water distribution and sanitary sewer collection system, when its water and sanitary sewer components are deemed compliant with both Iowa Department of Natural Resources requirements and City of Dubuque standards, IADU Table Mound MHP, LLC wishes to dedicate portions of the water distribution and sanitary sewer collection system to the City of Dubuque for operation as part of the City of Dubuque's water distribution and sanitary sewer collection systems; and

WHEREAS, after improvements have been made and the IADU Table Mound MHP, LLC's water distribution and sanitary sewer collection system is deemed compliant with Iowa Department of Natural Resources requirements and City of Dubuque standards, the IADU Table Mound MHP, LLC's water distribution and sanitary sewer collection system will be connected to the City of Dubuque's water distribution and sanitary sewer collection system. Customers served by the existing IADU Table Mound MHP, LLC system will be served by the City of Dubuque's water distribution and sanitary sewer collection systems after connection; and

WHEREAS, the City desires to accept portions of the IADU Table Mound MHP, LLC system after the system meets Iowa Department of Natural Resources requirements and City of Dubuque standards and will serve customers located within the system; and

WHEREAS, the City of Dubuque and IADU Table Mound MHP, LLC wish to enter into a Memorandum of Understanding for the improvements to the water distribution and sanitary sewer collection system, for the dedication of portions of that system to the City of Dubuque, and for the transfer of water service from IADU Table Mound MHP, LLC to the City of Dubuque; and

WHEREAS, the City Council of the City of Dubuque, Iowa finds that it is in the best interests of the City to approve this Memorandum of Understanding.

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

Section 1. The seventh WHEREAS clause of Resolution 201-18 is amended to read as follows:

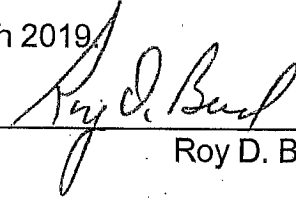
WHEREAS, after improvements have been made and the IADU Table Mound MHP, LLC's water distribution and sanitary sewer collection system is deemed compliant with Iowa Department of Natural Resources requirements and City of Dubuque standards, the IADU Table Mound MHP, LLC's water distribution and sanitary sewer collection system will be connected to the City of Dubuque's water distribution and sanitary sewer collection system. Customers served by the existing IADU Table Mound MHP, LLC system will be served by the City of Dubuque's water distribution and sanitary sewer collection systems after connection and upon execution of pre-annexation documents if customers are located outside the City limits; and

Section 2. The Memorandum of Understanding attached is approved on behalf of the City of Dubuque. The Mayor and City Clerk are authorized to execute the Memorandum of Understanding.

Section 3. The City Manager, City Attorney, and the City's legal counsel are hereby authorized to take all necessary actions to execute this Memorandum of Understanding.

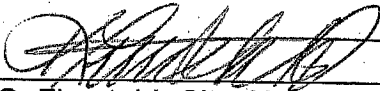
Section 4. The City Clerk is hereby authorized and directed to record this Resolution and all supporting materials with the Dubuque County Recorder.

Passed, approved and adopted this 18th day of March 2019.



Roy D. Buol, Mayor

Attest:



Kevin S. Firnstahl, City Clerk

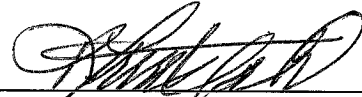
CERTIFICATE *of the* CITY CLERK

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

I, Kevin S. Firnstahl, do hereby certify that I am the duly appointed, qualified, City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached Resolution No. 106-19 is a true and correct copy of the original.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa, on this 16th day of April, 2019.



Kevin S. Firnstahl, CMC, City Clerk



RESOLUTION NO. 201-18

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DUBUQUE AND IADU TABLE MOUND MHP, LLC FOR REPAIRS AND IMPROVEMENTS TO ITS WATER DISTRIBUTION AND SANITARY SEWER COLLECTION SYSTEM

WHEREAS, IADU Table Mound MHP, LLC owns a private water distribution system that serves three areas outside the City of Dubuque: Table Mound 1 Mobile Home Park, the Kerrigan Heights subdivision, and seven commercial businesses located on Rockdale Road; and

WHEREAS, IADU Table Mound MHP, LLC owns a private sanitary sewer collection system that serves two areas outside the City of Dubuque: Table Mound 1 Mobile Home Park and the Kerrigan Heights subdivision; and

WHEREAS, the City of Dubuque owns and operates, and maintains the City of Dubuque water distribution system that serves over 23,000 customers located both in and outside the corporate limits of the City; and

WHEREAS, the City of Dubuque owns, operates, and maintains the public sanitary sewer collection system which serves over 23,000 customers located both in and outside the corporate limits of the City; and

WHEREAS, IADU Table Mound MHP, LLC wishes to make necessary repairs and improvements to its water distribution system and sanitary sewer collection system to make the systems compliant with Iowa Department of Natural Resources requirements and City of Dubuque standards; and

WHEREAS, after completion of improvements to the Table Mound water distribution and sanitary sewer collection system, when its water and sanitary sewer components are deemed compliant with both Iowa Department of Natural Resource requirements and City of Dubuque standards, IADU Table Mound MHP, LLC wishes to dedicate portions of the water distribution and sanitary sewer collection system to the City of Dubuque for operation as part of the City of Dubuque's water distribution and sanitary sewer collection systems; and

WHEREAS, after improvements have been made and the IADU Table Mound MHP, LLC's water distribution and sanitary sewer collection system is deemed compliant with Iowa Department of Natural Resources requirements and City of Dubuque standards, the IADU Table Mound MHP, LLC's water distribution and sanitary sewer collection system will be connected to the City of Dubuque's water distribution and sanitary sewer collection system. Customers served by the existing IADU Table Mound MHP, LLC system will be served by the City of Dubuque's water distribution and sanitary sewer collection systems after connection; and

WHEREAS, the City desires to accept portions of the IADU Table Mound MHP, LLC system after the system meets Iowa Department of Natural Resources requirements and City of Dubuque standards and will serve customers located within the system; and

WHEREAS, the City of Dubuque and IADU Table Mound MHP, LLC wish to enter into a Memorandum of Understanding for the improvements to the water distribution and sanitary sewer collection system, for the dedication of portions of that system to the City of Dubuque, and for the transfer of water service from IADU Table Mound MHP, LLC to the City of Dubuque; and

WHEREAS, the City Council of the City of Dubuque, Iowa finds that it is in the best interests of the City to approve this Memorandum of Understanding.

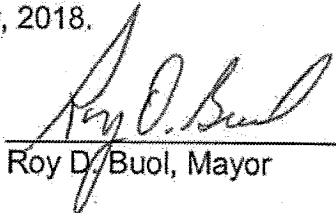
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. The Memorandum of Understanding attached is approved on behalf of the City of Dubuque. The Mayor and City Clerk are authorized to execute the Memorandum of Understanding.

Section 2. The City Manager, City Attorney, and the City's legal counsel are hereby authorized to take all necessary actions to execute this Memorandum of Understanding.

Section 3. The City Clerk is hereby authorized and directed to record this Resolution with the Dubuque County Recorder.

Passed, approved and adopted this this 2nd day of July, 2018.



Roy D. Buol, Mayor

Attest:



Kevin S. Firnstahl, City Clerk

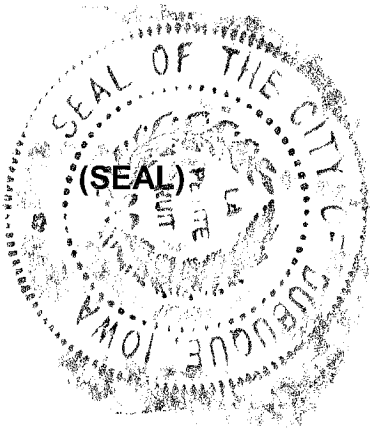
CERTIFICATE *of the* CITY CLERK

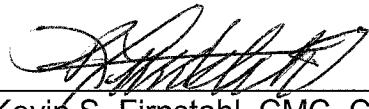
STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

I, Kevin S. Firnstahl, do hereby certify that I am the duly appointed, qualified, City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 201-18** is a true and correct copy of the original.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa, on this 16th day of April, 2019.





Kevin S. Firnstahl, CMC, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE: Acceptance of Grant of Easement for Storm Sewer Utility across Interstate Power and Light Company Property off Julien Dubuque Drive in Dubuque

SUMMARY: City Manager recommending City Council acceptance of the Grant of Easement for storm sewer utility from Interstate Power and Light Company (Alliant) for a proposed storm sewer extension project across part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa, common address 80 Julien Dubuque Drive.
RESOLUTION Accepting A Grant Of Easement For Storm Sewer Utility Through, Under And Across Part Of Lot 2 Of Lot 1 Of Lot 1 Of Mineral Lot 13, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. 1 memo accept grant storm ease alliant jul dub dr
3. 2 res accept storm ease alliant jul dub dr
4. 3 alliant jul dub dr storm sewer ease signed
5. 4 alliant jul dub dr storm ease loc map

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Acceptance of Grant of Easement for Storm Sewer Utility across Interstate Power and Light Company Property off Julien Dubuque Drive in Dubuque

DATE: February 11, 2025

City Engineer Gus Psihoyos is recommending City Council acceptance of the Grant of Easement for storm sewer utility from Interstate Power and Light Company (Alliant) for a proposed storm sewer extension project across part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa, common address 80 Julien Dubuque Drive.

The Engineering Department is planning a storm sewer extension project off Julien Dubuque Drive to address some erosion issues that are occurring on the Interstate Power and Light Company's South Grandview Substation property. The project will include an extension of an existing storm sewer that drains the Julien Dubuque Drive pavement, installation of an energy dissipating outlet structure, and installation of a rip rap outlet area. The storm sewer extension project will be coordinated with the property owner.

The City of Dubuque will own and maintain the newly constructed storm sewer extension and appurtenances over the private property. A grant of easement from the property owner is being sought to allow for the construction and ongoing maintenance of the utility extension. The attached Grant of Easement shows the location of the storm sewer easement across the Interstate Power and Light Company property. The property owner has executed the grant of easement.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Acceptance of Grant of Easement for Storm Sewer Utility across Interstate Power and Light Company Property off Julien Dubuque Drive in Dubuque

DATE: January 29, 2025

INTRODUCTION

The purpose of this memorandum is to seek acceptance of a grant of easement for storm sewer utility from Interstate Power and Light Company (Alliant) for a proposed storm sewer extension project across part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa, common address 80 Julien Dubuque Drive.

DISCUSSION

The Engineering Department is planning a storm sewer extension project off Julien Dubuque Drive to address some erosion issues that are occurring on the Interstate Power and Light Company's South Grandview Substation property. The project will include an extension of an existing storm sewer that drains the Julien Dubuque Drive pavement, installation of an energy dissipating outlet structure, and installation of a rip rap outlet area. The storm sewer extension project will be coordinated with the property owner.

The City of Dubuque will own and maintain the newly constructed storm sewer extension and appurtenances over the private property. A grant of easement from the property owner is being sought to allow for the construction and ongoing maintenance of the utility extension. The attached Grant of Easement shows the location of the storm sewer easement across the Interstate Power and Light Company property. The property owner has executed the grant of easement.

RECOMMENDATION

I recommend accepting the Grant of Easement for Storm Sewer Utility through, under and across Part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa, as shown on Exhibit A on the attached Grant of Easement.

ACTION TO BE TAKEN

I respectfully request acceptance of the Grant of Easement for Storm Sewer Utility from Interstate Power and Light Company through the adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/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. -25

ACCEPTING A GRANT OF EASEMENT FOR STORM SEWER UTILITY THROUGH, UNDER AND ACROSS PART OF LOT 2 OF LOT 1 OF LOT 1 OF MINERAL LOT 13, IN THE CITY OF DUBUQUE, IOWA

Whereas, Interstate Power and Light Company has executed a Grant Easement for Storm Sewer Utility through, under and across Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Storm Sewer Utility through, under and across Part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa from Interstate Power and Light Company, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Passed, approved and adopted this 17th of February 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa 52001 (563)589-4270

GRANT OF STORM SEWER UTILITY EASEMENT

For and in consideration of One and 00/100's Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, INTERSTATE POWER AND LIGHT COMPANY, ("Grantor"), of Dubuque County, State of Iowa, for themselves, their heirs and assigns, do hereby grant, sell and convey to the CITY OF DUBUQUE, IOWA, ("Grantee"), a municipal corporation, its agents and contractors, from the date hereof, rights of ways and easements through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

Part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement, as shown on the attached Exhibit A, is for the purpose of constructing and maintaining a storm sewer utility and other appurtenances, along with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove said improvements within the area specified or identified on Exhibit A. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

Grantor retains the right to approve any changes or modifications to the easement terms or the use of the easement area. Any proposed changes must be submitted in writing to Grantor for approval, which shall not be unreasonably withheld.

It is understood and agreed that the Grantee herein shall restore the disturbed area to like conditions due to the construction, maintenance or repair of said storm sewer and appurtenances. Grantee shall provide Grantor with a minimum of seven days' notice prior to accessing the easement area.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will diminish the lateral support or integrity of said improvements without obtaining the prior written consent of the City Engineer.

Grantee agrees to indemnify, defend, and hold harmless Grantor and its affiliates and its and their officers, agents, and employees from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees, arising out of or in connection with Grantee's use of the easement area, including but not limited to claims for personal injury, property damage, and environmental liabilities, except to the extent caused by Grantor's negligence or willful misconduct.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said storm sewer utility thereon or therein.

Grantor shall have the right to access the easement area at any reasonable time for the purpose of inspection and maintenance. Grantor shall provide Grantee with reasonable notice prior to accessing the easement area.

Dated at Dubuque, Iowa this 29th day of January, 2025.

INTERSTATE POWER AND LIGHT
COMPANY

By:



Heather Dee, Manager
REROW/Joint
Facilities/Permitting

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this 29th day of January, A.D., 2025 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Heather Dee to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

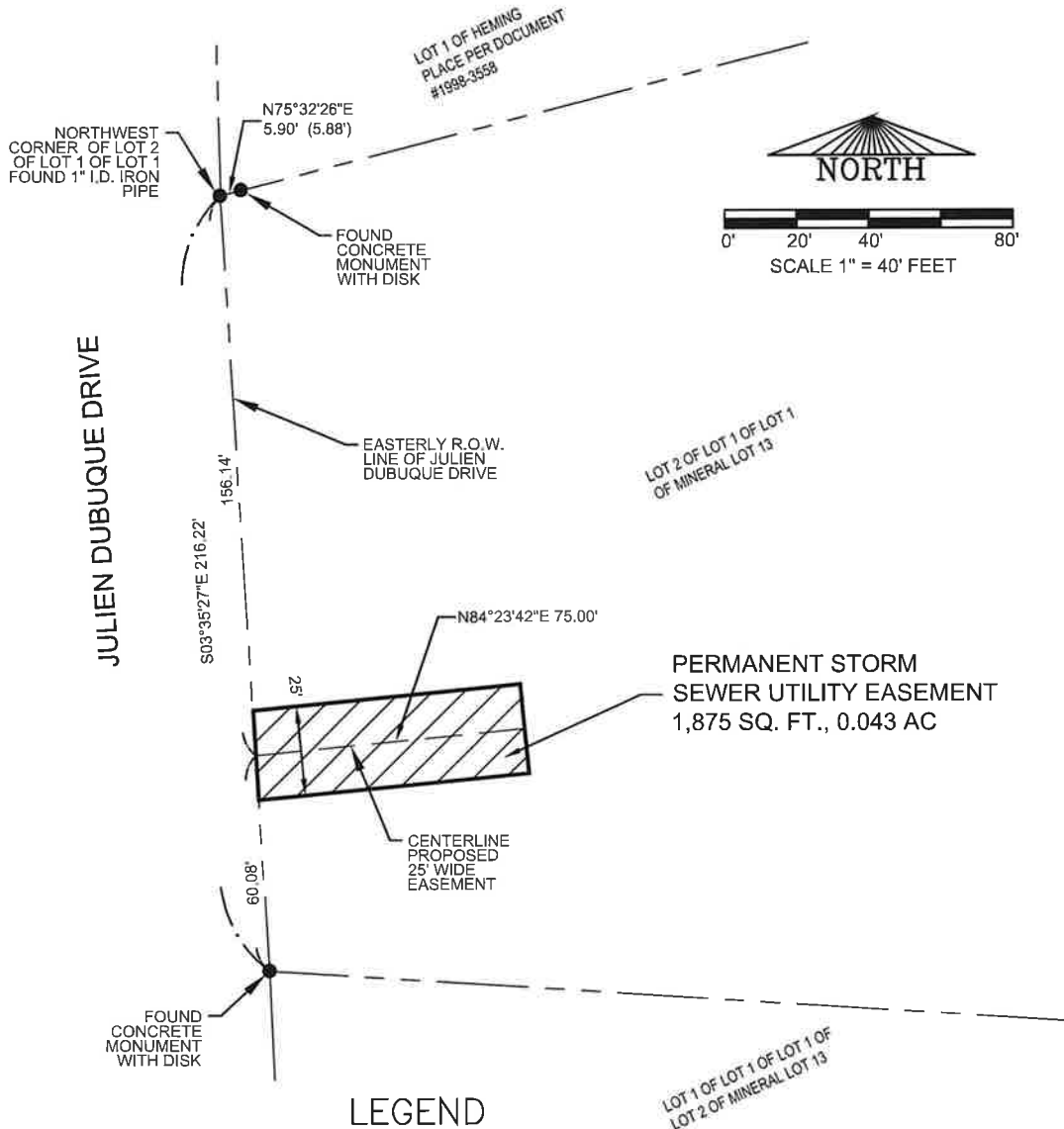


Mary J. Montgomery
Notary Public In and For Said State

CITY OF DUBUQUE

EXHIBIT A - PERMANENT STORM SEWER UTILITY EASEMENT

COUNTY DUBUQUE PARCEL NO. 1036426017 JOB NO. _____
PROJECT _____ SECTION 36 TWP 89N RANGE 2E
ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW
LEGAL DESCRIPTION LOT 2 OF LOT 1 OF LOT 1 OF MINERAL LOT 13
OWNER INTERSTATE POWER COMPANY



LEGEND



PROPOSED PERMANENT STORM SEWER EASEMENT AREA



FOUND MONUMENT AS NOTED

R.O.W.
(100.00')

RIGHT OF WAY

(100.00')

RECORD DIMENSION



PROPERTY
LINE / R.O.W. LINE



CENTERLINE PROPOSED
EASEMENT LINE

NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED LOT: INTERSTATE POWER COMPANY
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. TOTAL AREA OF PERIMETER SURVEYED IS 1,875 SQUARE FEET (0.043 ACRES)
5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
6. DATE OF SURVEY: 12-30-2024

CITY OF DUBUQUE

ENGINEERING DEPARTMENT

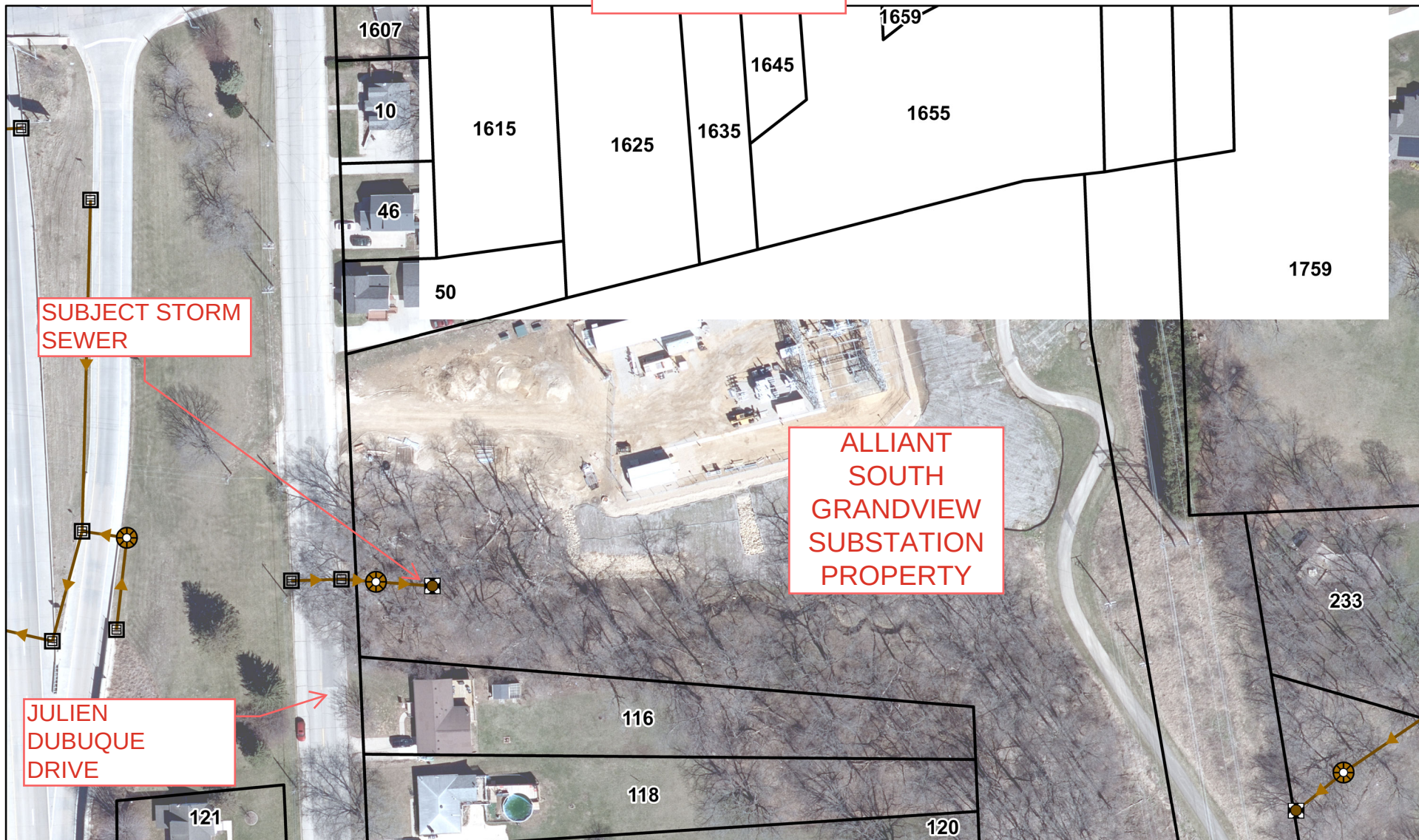
CITY HALL, 50 WEST 13th STREET
DUBUQUE, IA 52001-4864

PHONE (563) 589-4270 FAX (563) 589-4205

Drawn By: JJB Approved By: RNK Date: 1-2-25

LOT 2 OF LOT 1 OF LOT 1 OF MINERAL LOT 13,
IN THE CITY OF DUBUQUE, IOWA

**LOCATION MAP-
STORM SEWER
EASEMENT**



DISCLAIMER: This information was compiled using various data sources from third parties or maintained by the City of Dubuque (the City). By use of this information, the user acknowledges that, while the City utilizes the most current and accurate information available, the City does not warrant the accuracy or currency of the information or data contained therein. By use of this information, the user agrees the City is not responsible for the misuse or misinterpretation of any information displayed in this map and that the user will not hold the City liable for any loss, damage, or inconvenience caused as a result of reliance on the information.

11" x 8.5" Sheet
1 inch equals 100 feet
0 50 100
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 # 15.

ITEM TITLE: 2024 Pavement Marking Project - Acceptance of Public Improvement Construction Contract - Project Code: 5521000013

SUMMARY: City Manager recommending City Council adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of \$225,922.02 to Ostrom Painting and Sandblasting, Inc for the 2024 Pavement Marking Project.
RESOLUTION Accepting The 2024 Pavement Marking Project And Authorizing The Payment To The Contractor

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

ATTACHMENTS:

1. MVM Memo
2. 2024 Pavement Marking Project - Staff Acceptance MEMO
3. 2024 Pavement Marking Project - Council Acceptance RESOLUTION

TO: The Honorable Mayor and City Council Members

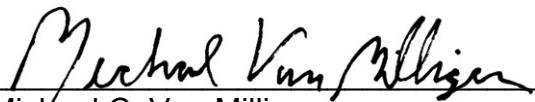
FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 Pavement Marking Project
Acceptance of Public Improvement Construction Contract
Project Code: 5521000013

DATE: February 13, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of \$225,922.02 to Ostrom Painting and Sandblasting, Inc for the 2024 Pavement Marking 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
Justine Hull, Traffic Engineer
Jenny Larson, Chief Financial Officer
Robert Schiesl, Assistant City Engineer
Troy Kress, Engineering Tech.

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: February 12, 2025
RE: 2024 Pavement Marking Project
Acceptance of Public Improvement Construction Contract
Project Code: 5521000013

INTRODUCTION

The enclosed resolution provides for the acceptance of the public improvement construction contract for the 2024 Pavement Marking Project.

BACKGROUND

The City contracts for a city-wide pavement marking project to furnish, install, maintain, and remove permanent pavement markings to include Lines and Symbols and Legends on City streets as directed by the Engineering Department.

DISCUSSION

The Pavement Marking Project is completed annually due to a more rapid deterioration on higher volume, high vehicular movement roadways. Pavement markings are applied using waterborne paint with a service life of approximately one (1) to two (2) years.

As part of a cooperative Maintenance Agreement with the Iowa Department of Transportation (Iowa DOT), the City includes portions of Iowa DOT jurisdictional pavement markings with the City's annual pavement marking program. The Maintenance Agreement includes all Symbols and Legends and a portion of center Lines on Iowa DOT routes within the City. The Iowa DOT will reimburse the City for their share of project costs after the project is completed and accepted.

This project included an alternate bid for the installation of pavement markings for a downtown Bike Lane Pilot Project. The Bike Lane Pilot project provided for the establishment of a westbound bike lane route on 10th Street along with an eastbound bike lane route on 9th Street. Both streets now utilize a combination of shared bike lanes (bicyclists ride in mixed traffic) and conventional painted bike lanes (bicyclists ride in a dedicated/exclusive space).

The 2024 Pavement Marking Project was completed by Ostrom Painting and Sandblasting, Inc. of Rock Island, Illinois in the final contract amount of \$225,922.02 which is a 0.8% increase from the original contract amount of \$224,025.29.

RECOMMENDATION

I recommend that the City Council accept the improvements and authorize the payment of the contract amount of \$225,922.02 to Ostrom Painting and Sandblasting, Inc for the 2024 Pavement Marking Project.

BUDGET IMPACT

The project cost summary for the 2024 Pavement Marking Project is summarized below:

Description	Cost Estimate	Award	Final
Construction - City Pavement Markings	\$ 222,500.00	\$ 184,158.21	\$ 185,543.79
Construction - Iowa DOT Pavement Markings	25,000.00	22,095.19	21,411.88
Alternate Bid (Bike Lane Pilot)	9,100.00	17,771.89	18,966.34
	\$ 247,500.00	\$ 224,025.29	\$ 225,922.02
Engineering Design and Administration	2,500.00	2,500.00	9,100.94
Total Construction Cost	\$ 250,000.00	\$ 226,525.29	\$ 235,022.94

The proposed project funding is summarized as follows:

Project Code	Fund Description	Fund Amount
5521000013-301-67990	Pavement Markings (FY25)	\$ 213,611.07
	Iowa DOT Funding	21,411.88
Total Project Funding		\$ 235,022.94

REQUESTED ACTION

The City Council is requested to adopt the attached resolution to accept the improvements and to authorize the payment of the final contract amount of \$225,922.02 to Ostrom Painting and Sandblasting, Inc for the 2024 Pavement Marking Project.

Prepared by: Justine Hull, Traffic Engineer
cc: Jenny Larson, Chief Financial Officer
Robert Schiesl, Assistant City Engineer
Troy Kress, Engineering Tech.
Mitchell Wood, Janet Worrell, Iowa DOT

RESOLUTION NO. -25

ACCEPTING THE 2024 PAVEMENT MARKING PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

WHEREAS, the public improvement contract for the 2024 Pavement Marking Project, (the Project) has been completed by the Contractor, Ostrom Painting and Sandblasting, Inc. (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$225,922.02;

WHEREAS, the Contractor has previously been paid \$214,625.92, leaving a balance of \$11,296.10; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

SECTION 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$11,296.10 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk

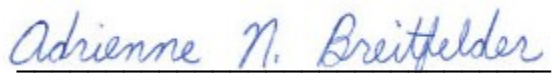
CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF 2024 PAVEMENT MARKING PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 Pavement Marking Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$235,022.94.

Dated this 17th day of February 2025.


Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 17th day of February 2025.


Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Bloomberg's Youth Climate Action Grant Award Acceptance
SUMMARY:	City Manager recommending City Council approval to accept the Bloomberg Youth Climate Action grant.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo_Bloomberg Youth Climate Action Fund R2 Grant Award Acceptance for Council approval_02052025
3. YCAF R2 Mayor's Pledge Form_City of Dubuque Iowa
4. YCAF R2 Program Budget

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

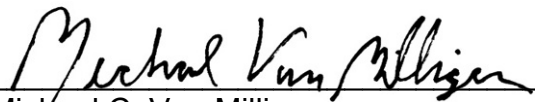
SUBJECT: Bloomberg's Youth Climate Action Grant Award Acceptance

DATE: February 13, 2025

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

The grant award is \$100,000.00. No match is required and there is no additional budget impact; however, the project will require staff time, which has been reflected in the budget.

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



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gina Bell, Director of Sustainability

TO: Michael Van Milligen, City Manager
FROM: Gina Bell, Director of Sustainability
DATE: January 24, 2025
RE: Bloomberg's Youth Climate Action Grant Award Acceptance

INTRODUCTION

The purpose of this memo is to request City Council approval of accepting the Bloomberg Youth Climate Action Fund Round 2 grant award.

BACKGROUND

In December 2023, at COP 28 in Dubai, during the Local Climate Action Summit (LCAS), Michael Bloomberg announced a grant opportunity to Mayors participating in the LCAS to help fund global youth climate action. In March 2024, we were awarded \$50,000 for Youth Climate Action. Dubuque was one of 100 cities selected from around the world, and one of 29 U.S. cities participating. The grant period ran April 1, 2024 – December 31, 2024. The program disbursed mini-grants for youth-led climate action outlined in the 50% by 2030 Climate Action Plan to move forward climate action in our city.

DISCUSSION

In December 2024, we were selected for Round 2. There was no formal application process. The selection was based on the successful completion of Round 1. We submitted a proposed budget and a pledge from Mayor Cavanagh. In January, we were awarded \$100,000. This funding will be used for the disbursement of more mini-grants for youth-led climate action outlined in the 50% by 2030 Climate Action Plan to move forward climate action in our city.

BUDGET IMPACT

The grant award is \$100,000.00. No match is required and there is no additional budget impact; however, the project will require staff time, which has been reflected in the budget.

REQUESTED ACTION

Due to the swiftness with which Bloomberg Philanthropies operates, the Round 2 funding was accepted by the deadline, and I respectfully request the City Council approval to accept the Bloomberg Youth Climate Action grant.

Youth Climate Action Fund Mayor's Pledge

For the Youth Climate Action Fund to succeed, it's important that the city leads the way. To complete your Round 2 application, the mayor (or equivalent city leader) must sign to confirm their commitment to the values and principles outlined below by November 29, 2024. Applications without this signature cannot be considered. If you need more time to obtain the signature, please let us know at youthclimatefund@uclg.org.

I feel the urgency of this moment and I am excited to be part of a cohort of global cities deploying microgrants to innovative youth engagement projects across my community.

I am committed to administering the program in a way consistent with my city's climate plan.

I am committed to utilizing the funds according to the guidelines and requirements.

I commit to encourage initiatives and accompany them to ensure that the program leads our city and our youth co-produce, co-design and co-govern successfully.

I resolve to dedicate staff to:

- Launch, manage, and monitor the Youth Climate Action Fund in my city;
- Promote an Open Call for microgrant projects and communicate widely on the program;
- Support the implementation of youth-led, climate-focused microgrant projects;
- Ensure my city's active participation in the program's technical support sessions;
- Share updates, impacts, and stories from the ground with the Youth Climate Action Fund team and the greater community.

In the case of a third party organization receiving the grant on my city's behalf, I will ensure that my city staff will take effective part in grant management and will lead program implementation with the support of the third party organization.

Date: 11/13/2024

Name: Brad Cavanagh

Title/Position: Mayor

Youth Climate Action Fund is a sponsored project of Rockefeller Philanthropy Advisors supported by Bloomberg Philanthropies in partnership with United Cities and Local Governments and the Bloomberg Center for Public Innovation at Johns Hopkins University. In Round 2 of the Program, the cities will receive US\$100,000 to support a minimum of 17 local youth-led projects in 2025 with \$1,000–\$5,000 grants.

City: Dubuque, Iowa

Signature:

A handwritten signature in black ink, consisting of stylized, cursive letters that appear to read 'J. Smith'.

Youth Climate Action Fund is a sponsored project of Rockefeller Philanthropy Advisors supported by Bloomberg Philanthropies in partnership with United Cities and Local Governments and the Bloomberg Center for Public Innovation at Johns Hopkins University. In Round 2 of the Program, the cities will receive US\$100,000 to support a minimum of 17 local youth-led projects in 2025 with \$1,000–\$5,000 grants.

Youth Climate Action Fund Program Budget

City/Organization Legal Name:

City of Dubuque

Program:

Microgrant program that engages youth aged 15 to 24 in designing, producing, and overseeing urgent climate solutions.

PROGRAM GRANT PERIOD:

January 1, 2025 – October 31, 2025

PROGRAM BUDGET:

Item	Instructions	Value (USD)
MICROGRANTS* (\$85K–\$100K)	The grant sum must be no smaller than \$85,000 and no larger than \$100,000.	\$85,000
ADMINISTRATION (\$0–\$15K) Cities can use the entire budget of \$100,000 for grants or up to \$15,000 for program administration. For program administration costs, please specify how you expect to allocate funds to the categories below. You will need to report back on the actuals in these categories. Your allocation <i>within</i> administration costs can change from this initial budget but the total amount for administration cannot exceed \$15,000.		
Staff (salaries and other compensation)	These allocated funds will be used to support grant management staff	\$12,000
Fees (consulting and service fees)		
Events and communication	Food, transportation, outreach, translation services for outreach events	\$3,000
Other (please describe)		
Total administration	Calculate the sum of staff, fees, events and	\$15,000

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	communication, and other. Make sure this total sum does not exceed \$15,000.	
TOTAL	Calculate the sum of microgrants and total administration. Make sure this total sum equals \$100,000.	\$100,000

**Each microgrant for a local project should be no less than US\$1,000 and no more than US\$5,000.*

Youth Climate Action Fund is a sponsored project of Rockefeller Philanthropy Advisors supported by Bloomberg Philanthropies in partnership with United Cities and Local Governments and the Bloomberg Center for Public Innovation at Johns Hopkins University. In Round 2 of the Program, the cities will receive US\$100,000 to support a minimum of 17 local youth-led projects in 2025 with \$1,000–\$5,000 grants.

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE:	Approval of Retail Alcohol Licenses
SUMMARY:	City Manager recommending City Council approval of retail alcohol licenses as submitted. RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Feb 17, 25 Agenda 3. Staff Memo 4. Resolution 5. Class E Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

- 7 Hills Brewing Co., 1085 Washington St
- Convivium Urban Farmstead, 2811 Jackson St
- Dollar General Store #10074, 2400 Gateway Dr
- Dollar General Store #6896, 605 West Locust St
- Dollar General Store #7289, 3250 Kennedy Circle Ste 9
- Dubuque Mining Co, 555 JFK Rd
- Dungeon, 302 Locust St
- Grand River Center, 500 Bell St
- Hammerheads, 2095 Kerper Blvd
- Hy-Vee Market Cafe #3, 400 S. Locust St
- Northside Bar, 2776 Jackson St
- The Richard's House B&B, 1492 Locust St
- Voice Studios, 1585 Central Ave

New Applications:

- Key City Tavern, 1121 University Ave.
- Casey's, 4900 Old Highway Rd.
- Fure Express Food Mart, 250 West 1st St.

Special Events:

- Stone Cliff Winery - Dubuque on Ice Brew Fest - 2-20-25 to 2-24-25, 405 Main St.

Premises Update

- Five Flags Center, Temp Premise Update to accommodate Iowa Brew Fest 2025

Ownership Changes/Amendments:

- Stone Cliff Winery, 600 Star Brewery Dr. Suite 100
- Swagat Indian Cuisine, 1108 Locust St.
- Convivium Urban Farmstead, 2811 Jackson Street

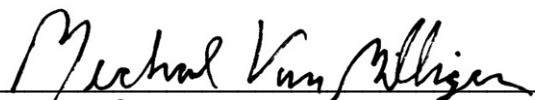
Provisional Issuances:

- Swagat Indian Cuisine, 1108 Locust St.

DATE: February 11, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: 7 Hills Brewing Co., 1085 Washington St, Convivium Urban Farmstead, 2811 Jackson St, Dollar General Store #10074, 2400 Gateway Dr, Dollar General Store #6896, 605 West Locust St, Dollar General Store #7289, 3250 Kennedy Circle Ste 9, Dubuque Mining Co, 555 JFK Rd, Dungeon, 302 Locust St, Grand River Center, 500 Bell St, Hammerheads, 2095 Kerper Blvd, Hy-Vee Market Cafe #3, 400 S. Locust St, Northside Bar, 2776 Jackson St, The Richard's House B&B, 1492 Locust St., Voice Studios, 1585 Central Ave.; and City Clerk Adrienne Breitfelder is recommending City Council approval for New Applications: Key City Tavern, 1121 University Ave.; Casey's, 4900 Old Highway Rd.; Fure Express Food Mart, 250 West 1st St.; Special Events: Stone Cliff Winery - Dubuque on Ice Brew Fest - 2-20-25 to 2-24-25, 405 Main St.; Premises Update: Five Flags Center, Temp Premise Update to accommodate Iowa Brew Fest 2025; Ownership Changes/Amendments: Stone Cliff Winery, 600 Star Brewery Dr. Suite 100; Swagat Indian Cuisine, 1108 Locust St.; Convivium Urban Farmstead, 2811 Jackson Street; and Provisional Issuances: Swagat Indian Cuisine, 1108 Locust St.

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: February 03, 2025

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- 7 Hills Brewing Co., 1085 Washington St
- Convivium Urban Farmstead, 2811 Jackson St
- Dollar General Store #10074, 2400 Gateway Dr
- Dollar General Store #6896, 605 West Locust St
- Dollar General Store #7289, 3250 Kennedy Circle Ste 9
- Dubuque Mining Co, 555 JFK Rd
- Dungeon, 302 Locust St
- Grand River Center, 500 Bell St
- Hammerheads, 2095 Kerper Blvd
- Hy-Vee Market Cafe #3, 400 S. Locust St
- Northside Bar, 2776 Jackson St
- The Richard's House B&B, 1492 Locust St
- Voice Studios, 1585 Central Ave

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

7 Hills Brewing Co., 1085 Washington St

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbance, 1 crime against persons, 0 crime against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violation against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-004700	Assault, Public Intox	Arrest

Convivium Urban Farmstead, 2811 Jackson St

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.

Dollar General Store #10074, 2400 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.

Dollar General Store #6896, 605 West Locust St

Since the last renewal date there have been 3 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 3 crimes against property, and 0 public morals call. Additionally, there were 2 individual violations and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-001533	Theft	Arrest
2024-006884	Theft	Arrest
2024-006897	Theft	Warrant

Dollar General Store #7289, 3250 Kennedy Circle Ste 9

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 violations against the business.

Dubuque Mining Co,555 JFK Rd

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Dungeon, 302 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.

Grand River Center,500 Bell 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.

Hammerheads, 2095 Kerper Blvd

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 1 crime against persons, 0 crime 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>
2024-004220	Assault	Arrest

Hy-Vee Market Cafe #3,400 S. Locust St

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Northside Bar, 2776 Jackson St

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbance, 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>
2024-006774	Public Intox	Arrest

The Richard's House B&B, 1492 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.

Voices Studios, 1585 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.

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: 7 Hills Brewing Co., 1085 Washington St, Convivium Urban Farmstead, 2811 Jackson St, Dollar General Store #10074, 2400 Gateway Dr, Dollar General Store #6896, 605 West Locust St, Dollar General Store #7289, 3250 Kennedy Circle Ste 9, Dubuque Mining Co, 555 JFK Rd, Dungeon, 302 Locust St, Grand River Center, 500 Bell St, Hammerheads, 2095 Kerper Blvd, Hy-Vee Market Cafe #3, 400 S. Locust St, Northside Bar, 2776 Jackson St, The Richard's House B&B, 1492 Locust St, Voice Studios, 1585 Central Ave.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license renewals for: 7 Hills Brewing Co., 1085 Washington St, Convivium Urban Farmstead, 2811 Jackson St, Dollar General Store #10074, 2400 Gateway Dr, Dollar General Store #6896, 605 West Locust St, Dollar General Store #7289, 3250 Kennedy Circle Ste 9, Dubuque Mining Co, 555 JFK Rd, Dungeon, 302 Locust St, Grand River Center, 500 Bell St, Hammerheads, 2095 Kerper Blvd, Hy-Vee Market Cafe #3, 400 S. Locust St, Northside Bar, 2776 Jackson St, The Richard's House B&B, 1492 Locust St., Voice Studios, 1585 Central Ave.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

TO: Michael C. Van Milligen, City Manager
FROM: Adrienne N. Breitfelder, City Clerk
DATE: February 10, 2025
SUBJECT: Retail Alcohol License Approvals for the following:

New Applications:

Key City Tavern, 1121 University Ave.
Casey's, 4900 Old Highway Rd.
Fure Express Food Mart, 250 West 1st St.

Special Events:

Stone Cliff Winery - Dubuque on Ice Brew Fest - 2-20-25 to 2-24-25, 405 Main St.

Premises Update

Five Flags Center, Temp Premise Update to accommodate Iowa Brew Fest 2025

Ownership Changes/Amendments:

Stone Cliff Winery, 600 Star Brewery Dr. Suite 100
Swagat Indian Cuisine, 1108 Locust St.
Convivium Urban Farmstead, 2811 Jackson Street

Provisional Issuances:

Swagat Indian Cuisine, 1108 Locust St.

INTRODUCTION

The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must

receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION

The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval for new and renewal applications before a regularly scheduled City Council meeting, provided the applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION

I respectfully request approval of the above noted retail alcohol license applications as submitted.

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

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

Whereas ,the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
Key City Tavern	1121 University Ave.
Casey's	4900 Old Highway Rd.
Fuel Express Food Mart	250 West 1st St.
Renewals	
7 Hills Brewing Co.	333 East 10th St., Ballroom Only
Convivium Urban Farmstead	2811 Jackson St.
Dollar Geneal 6896	605 West Locust St.
Dollar General 10074	2400 Gateway Dr.
Dollar General 7289	3250 Kennedy Circle, Ste 8
Dubuque Mining Co.	555 John F. Kennedy Rd., Suite 600
Dungeon Ltd	302 Locust St.
Grand River Center	500 Bell St.
Hammerheads Bar & Billiards	2095 Kerper Blvd., Ste. 2
Hy-Vee Market Cafe 3	400 Locust St. Cafe Area
Northside Bar, Inc.	2776 Jackson St.
The Richards House B&B	1492 Locust St.
Voices Studios	1585 Central Ave.

Special Event(s) per Special Event Application Submittal	
Stone Cliff Winery - Dubuque on Ice Brew Fest - 2-20-25 to 2-24-25	405 Main St.
Premises Update	
Five Flags Center	Temp Premise Update to accommodate Iowa Brew Fest 2025
Ownership Changes/Amendments	
Stone Cliff Winery	600 Star Brewery Dr. Suite 100
Swagat Indian Cuisine	1108 Locust St.
Convivium Urban Farmstead	2811 Jackson Street
New Applications Provisional Issuances	
Swagat Indian Cuisine	1108 Locust St.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

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

FROM: Adrienne N. Breittfelder, City Clerk

SUBJECT: Class "E" Retail Alcohol Licenses Automatically Renewed

DATE: February 10, 2025

§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.

Per §123.35, the following Class “E” Retail Alcohol permit holders are scheduled for permit renewal from the Iowa Department of Revenue Alcohol and Tax Compliance Division on or before the date specified below without the endorsement of the City of Dubuque as 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
Big 10 Mart 13	2100 JFK Rd.	1/24/2025
Casey's General Store 3473	1072 Cedar Cross Rd	2/11/2025
Hartig Drug Company 4	2225 Central Ave.	2/20/2025
EZ Stop 1	1101 Rhomberg Ave.	2/25/2025
Dubuque Wine & Spirit LLC	3305 Asbury Rd	3/15/2025
Hartig Drug Company 8	1600 University Ave.	3/19/2025
Downtown Gas and Grocery	1401 Central Ave.	3/21/2025
Hy-Vee Fast and Fresh Express 2	2435 NW Arterial	3/30/2025

Prepared by: Trish Gleason, Assistant 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 by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc.

SUMMARY: City Manager recommending City Council adopt the attached resolution setting a public hearing for March 3, 2025, on a proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc. providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Among The City Of Dubuque, Iowa, FEH Realty, L.L.C., And FEH Associates, Inc., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. FEH 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 by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc.

DATE: February 13, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for March 3, 2025, on a proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc. providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

To accommodate the need for larger office space as well as a need for increased staff, FEH Realty, L.L.C., a subsidiary of FEH Associates, purchased 902 Main Street with the intent to rehabilitate the existing structure into a unique office space. In addition to addressing necessary roof repairs and other structural issues, FEH will transform the façade of the structure to revitalize this important downtown building. FEH is proposing a \$2.5 million dollar restoration project that will positively impact this highly visible corner of Main Street.

The key elements of the Development Agreement include the following:

1. FEH Realty, L.L.C. will make a capital investment of approximately \$2.5 Million dollars to rehabilitate the property.
2. FEH Associates, Inc. must maintain its existing 11 full time equivalent positions and create at least 10 new full time equivalent positions by October 1, 2028. The 21 full time equivalent positions must be maintained through the term of the Agreement.
3. FEH Realty, L.L.C. will receive 10 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$115,000.
4. City to award a Downtown Rehabilitation Grant not to exceed \$35,000, pending final design approval.
5. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



Economic Development
Department
50 West 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: Resolution Setting a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc.

DATE: February 11, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for March 3, 2025 on a proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc. providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

FEH Associates, sometimes referred to as FEH Design, is a collaborative firm specializing in architecture, structural engineering, and interior design. FEH Associates has over 125 years of experience in shaping vibrant, sustainable environments through thoughtful and innovative design solutions. Since opening a Dubuque location in 2011, the FEH office has grown from one individual to a staff of eleven. The company currently leases its space at 951 Main Street.

DISCUSSION

To accommodate the need for larger office space as well as a need for increased staff, FEH Realty, L.L.C., a subsidiary of FEH Associates, purchased 902 Main Street with the intent to rehabilitate the existing structure into a unique office space. In addition to addressing necessary roof repairs and other structural issues, FEH will transform the façade of the structure to revitalize this important downtown building. FEH is proposing a \$2.5 million dollar restoration project that will positively impact this highly visible corner of Main Street.

The key elements of the Development Agreement include the following:

1. FEH Realty, L.L.C. will make a capital investment of approximately \$2.5 Million dollars to rehabilitate the property.
2. FEH Associates, Inc. must maintain its existing 11 full time equivalent positions and create at least 10 new full time equivalent positions by October 1, 2028. The 21 full time equivalent positions must be maintained through the term of the Agreement.
3. FEH Realty, L.L.C. will receive 10 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$115,000.
4. City to award a Downtown Rehabilitation Grant not to exceed \$35,000, pending final design approval.
5. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution setting a March 3, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF DUBUQUE, IOWA,
FEH REALTY, L.L.C. AND
FEH ASSOCIATES, INC.**

This Agreement, dated for reference purposes the _____ day of _____, 2025, by and among the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act), FEH Realty, L.L.C., an Iowa limited liability company with its principal place of business in Sioux City, Iowa (Developer), and FEH Associates, Inc., an Iowa corporation with its principal place of business in Sioux City, Iowa (Employer).

WITNESSETH:

WHEREAS, Developer is the owner of the following described real estate (the Property):

The North Half (N ½) of the South Forty Feet of Lot Thirty-three (33), and the South Twenty (20) feet of Lot Thirty-three (33), both in the City of Dubuque, Iowa, according to the United States Commissioner's Map thereof.

locally known as 902 Main Street; and

WHEREAS, Developer has determined to restore and remodel the commercial building/facility (the Facility) located on the Property to accommodate Employer to add new employment in the City of Dubuque; and

WHEREAS, Developer or Employer will make a capital investment in building improvements, equipment, furniture and fixtures in the Facility, all of the foregoing referred to herein as the Project; and

WHEREAS, Developer and Employer have entered into an agreement for the lease of space within the Facility (the Lease) with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may develop the Property, located in the Project Area, for the construction, use, and occupancy of the Facility in accordance with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement; and

WHEREAS, Employer joins in this Agreement and assumes the rights and responsibilities provided herein; and

WHEREAS, the Project is located within the Greater Downtown Urban Renewal District (the District), approved by City Council Resolution 278-24 to be designated as a slum and blighted area (the Project Area), as defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, as of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal District, approved by the City Council of City on May 18, 1967, and as subsequently amended through and including the date hereof (the Urban Renewal Plan) attached hereto as Exhibit A; and

WHEREAS, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, is on file with the County Auditor and the City of Dubuque City Clerk; and

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

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer and Employer to enter into this Agreement, City hereby represents and warrants to Developer and Employer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery, and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer and Employer. Developer and Employer each make the following individual representations and warranties with respect to their own company (without making any warranties with respect to the other):

(1) Developer and Employer are duly organized and validly existing or

authorized under the laws of the State of Iowa and have all requisite power and authority to own and operate their properties, to carry on their respective business as now conducted and as presently proposed to be conducted, and to enter into and perform their obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and Employer, and assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer and Employer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel and Employer's counsel shall issue legal opinions to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit C and Exhibit D.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or Employer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer or Employer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer or Employer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or Employer or which affects the validity of the Agreement or Developer's or Employer's ability to perform its obligations under this Agreement.

(5) Developer and Employer will perform their obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

(6) Developer will use good faith efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has commitments for permanent financing for the Development Project and all of their respective obligations under this Agreement in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Conditions to Closing. The closing of the transaction (the Closing) contemplated by this Agreement and all the obligations of Developer and Employer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the Closing, City shall deliver a certificate in the form of Exhibit E.

(2) Developer having obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the development of the Development Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith. In connection therewith, City agrees (a) to review all of Developer's plans and specifications for the Project and to either reject or approve the same in a prompt and timely fashion; (b) to issue a written notification to Developer, following City's approval of same, indicating that City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders shall have the right to rely upon the same in proceeding with the project; (c) to identify in writing within ten (10) working days of submission of said plans and specifications, any and all permits, approvals and consents that are legally required for the acquisition of the Property by Developer, and the construction, use and occupancy of the project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the project and issuing legal opinions in connection therewith; and (d) to cooperate fully with Developer to streamline and facilitate the obtaining of such permits, approvals and consents.

(3) Developer, Employer, and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of such party's financial ability as in the reasonable judgment of City is required.

(5) Employer shall have furnished City with evidence in a form as required by Section 5.2 and satisfactory to City of Employer's fulltime equivalent employees (FTE) at 902 Main Street in the City of Dubuque, Iowa, as of January 1, 2025.

(6) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit C.

(7) Receipt of an opinion of counsel to Employer in the form attached hereto as Exhibit D.

(8) Developer and Employer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer or Employer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void.

(9) Developer and Employer shall have provided City with a copy of the executed Lease.

1.4 Closing. The closing shall take place on the Closing Date which shall be the 3rd day of April, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30th day of April, 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. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. City acknowledges that the Facility Developer is remodeling on the Property is a commercial building/facility. Developer agrees to remodel the building and to add certain internal systems thereto, including all interior improvements to the building (the Minimum Improvements); at an estimated cost of approximately Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

2.2 Plans for Construction of Minimum Improvements. Developer agrees the construction of the Minimum Improvements shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before May 1, 2025 and shall be substantially completed by December 31, 2026. The time frame for the performance of these obligations shall be suspended due to unavoidable delays, meaning delays outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, shut down due to COVID-19, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, the City Manager shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer to construct the Minimum Improvements.

SECTION 3. CITY PARTICIPATION.

3.1 Economic Development Grants.

(1) Employer Economic Development Grants

(a) For and in consideration of Developer's and Employer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer and Employer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer, as follows:

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). City and Developer agree that for purposes of this Section 3.1(1), the assessed value of the Property as of January 1, 2025 is \$212,300. 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, 2027, 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, 2027, the Developer Economic Development Grants in respect thereof would be paid to Developer on November 1, 2028, and May 1, 2029.)

(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 FEH 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 FEH TIF Account to pay the Developer Economic Development Grants, as and to the extent set forth in Section 3.1(1) hereof. The Developer Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Developer Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the FEH TIF Account (regardless of the amounts thereof) to the payment of the Developer Economic Development Grants to Developer as and to the extent described in this Section.

(2) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under this Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

(3) All of City's obligations under this Agreement, including but not limited to City's obligation to pay the Economic Development Grants to Developer, shall be subject to City having completed all hearings and other procedures required to amend the Urban Renewal Plan to describe the Urban Renewal Project being undertaken in accordance with this Agreement by no later than December 31, 2025.

3.2 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000.00) to reimburse Developer for documented costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in a Design Letter to be executed at a later date.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G, and on the terms and conditions set forth in the Design Letter attached as Exhibit H.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit G.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan for the façade is not approved, this grant will not be applied to the project.

3.3 Other than the Economic Development Grants required by Section 3.1, City shall have no obligation to provide any other funds to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF EMPLOYER.

5.1 Job Creation and Maintenance. During the term of this Agreement, Employer shall comply with the following employment-related covenants for the Property:

(1) Employer represents that the number of fulltime equivalent (FTE) employees employed by Employer as of January 1, 2025 is Eleven (11). Employer shall create and maintain 10 additional FTE employees employed by Employer whose primary place of employment is 902 Main Street by October 1, 2028 and during the remaining Term of this Agreement for a total of Twenty-One (21) FTE employees whose primary place of employment is at 902 Main Street and the Facility. FTE employees shall be calculated by adding fulltime and part-time employees together using 2080 hours per year as a FTE employee.

(2) For the FTE positions that Employer fails to create and maintain for any year during the term of this Agreement, the semi-annual Developer Economic Development Grants for such year under Section 3.1(1) shall be reduced by the percentage that the number of positions Employer fails to create or maintain as required by this Section 5.1 bears to the total number of positions required to be created and maintained (10 FTEs) by this Section 5.1. (For example, if Employer has 16 FTE employees employed by Employer, the semi-annual Developer Economic Development Grants to be paid for that year would be reduced by 25% (16/21 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Developer Economic Development Grants shall be City's sole remedy for the failure of Employer to meet the job creation requirements of this subsection 5.1(2).

(3) Employer's job creation and maintenance obligation under Section 5.1(1) terminates after October 1, 2037.

5.2 Certification. To assist City in monitoring the performance of Employer hereunder, as of October 1, 2028, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Employer shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Employer at 902 Main Street and the Facility, and (b) to the effect that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Employer is not or was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such certificate shall be provided not later than October 15, 2028, and by October 15 of each

year thereafter. Employer's certification obligations under this Section 5.2 terminate following the final certification on October 1, 2037 (due by October 15, 2037).

5.3 Books and Records. During the term of this Agreement, Developer and Employer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer and Employer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer and Employer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. From and after the Closing Date, Developer shall pay or cause to be paid, when due and before delinquency, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

All risk builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the replacement value when construction is completed Minimum Improvements, naming City as an additional insured and lender loss payable. Coverage shall include the "special perils" form.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) all risk property insurance against loss and/or damage to the Minimum Improvements under an insurance

policy written in an amount not less than the full insurable replacement value of Minimum Improvements naming City as lender loss payable. Coverage shall include the "special perils" form.

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

(3) Developer agrees to notify City immediately in the case of damage exceeding One Hundred Thousand Dollars (\$100,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. The net proceeds of any such insurance (the Net Proceeds) shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

5.8 Non-Discrimination. In carrying out the project, Developer and Employer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer and Employer agree that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer and Employer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer or Employer nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City, which consent shall not be unreasonably withheld.

5.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property consistent with its current zoning is in full compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan,) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Release and Indemnification Covenants. Developer agrees to the following conditions of release and indemnification.

(1) Developer releases City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(2) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City based on an alleged breach of any representation, warranty or covenant of City under this Agreement and/or to enforce its rights under this Agreement); or (2) the acquisition, construction, installation, ownership, and operation of the Minimum Improvements or (3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused and occurring after Developer takes possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer or Employer for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be on, in or about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City, and not of any governing body member, officer, agent, servant or employee of City in their individual capacity thereof.

(5) The provisions of this Section shall survive the termination of this Agreement.

5.13 Compliance with Laws. Developer and Employer shall comply with all federal, state, and local laws, rules and regulations relating to its businesses, other than laws, rules and regulations for which the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer or Employer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES.

6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer in any portion of the Property or the Minimum Improvements in violation of the provisions of this Agreement.
- (4) Failure by Developer or Employer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;

- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) City may withhold the Certificate of Completion; or
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

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

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

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer or Employer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer or Employer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer or Employer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer or Employer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS.

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

- (1) If to Developer: FEH Realty, L.L.C.
925 Main Street
Dubuque, IA 52001
Phone:
- With Copy to: Heideman Law Firm PLLC
Attn: Daniel Dykstra
505 5th Street Suite 200
Sioux City, IA 51101
Phone: (712) 277-3931
- (2) If to Employer: FEH Associates, Inc.
925 Main Street
Dubuque, IA 52002
Phone: (563) 583-4900
- With copy to: Heideman Law Firm PLLC
Attn: Daniel Dykstra
505 5th Street Suite 200
Sioux City, IA 51101
Phone: (712) 277-3931
- (3) If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149
- With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque, Iowa 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and Employer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2038 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted among them by email or facsimile machine. The parties intend that the emailed or faxed signatures constitute original signatures and that an emailed or faxed Agreement containing the signatures (original, emailed or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit G in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer and Employer has caused this Agreement to be duly executed.

CITY OF DUBUQUE, IOWA

**FEH REALTY, L.L.C.
(DEVELOPER)**

By: _____
Brad M. Cavanagh, Mayor

By:  _____

Attest:

**FEH ASSOCIATES, INC.
(EMPLOYER)**

By: _____
Adrienne N. Breitfelder, City Clerk

By:  _____

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Opinion of Counsel to City
Exhibit C	Opinion of Counsel to Developer
Exhibit D	Opinion of Counsel to Employer
Exhibit E	City Certificate
Exhibit F	Certificate of Completion
Exhibit G	Memorandum of Development Agreement
Exhibit H	Downtown Rehabilitation Grant Program
Exhibit I	Design Letter (See § 3.6(4))

EXHIBIT A

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B

OPINION OF COUNSEL TO CITY

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement by and among FEH Realty, L.L.C. (Developer), FEH Associates, Inc. (Employer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:JLM

EXHIBIT C

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement By and Among the City of Dubuque, Iowa, FEH Realty, L.L.C. and FEH Associates, Inc.

Dear Mayor and City Councilmembers:

We have acted as counsel for FEH Realty, L.L.C., (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 _____, 2022.

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 limited liability company with its principal place of business at Dubuque, Iowa and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To the best of our knowledge, there are no actions, suits or proceedings

pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

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

OPINION OF EMPLOYER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement By and Among the City of Dubuque, Iowa, FEH Realty, L.L.C. (Developer), and FEH Associates, Inc. (Employer)

Dear Mayor and City Councilmembers:

We have acted as counsel for FEH Associates, Inc., (Employer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) among FEH Realty, L.L.C. (Developer), and FEH Associates, Inc. (Employer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

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. Employer is a corporation organized and existing under the laws of the State of 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 Employer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Employer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Employer 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 Employer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Employer is a party or by which Employer'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 Employer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Employer or which in any manner raises any questions affecting the validity of the Agreement or the Employer's ability to perform Employer's obligations thereunder.

We have examined such documents and certificates of public officials and officers of the Employer 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 Board of Directors of the Employer. 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 Employer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Employer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Employer, (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 Employer 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 Employer, or whom we reasonably believe have knowledge of the affairs of the Employer. 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 Board of Directors of Employer, the Development Agreement, and such company proceedings of the Employer 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

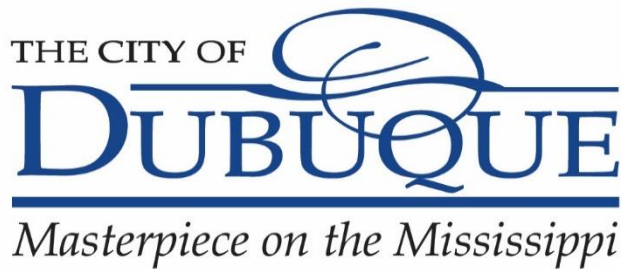
(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

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 E

CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Re: Development Agreement By and Among the City of Dubuque, Iowa, FEH Realty, L.L.C. and FEH Associates, Inc.

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 by and among FEH Realty, L.L.C., (Developer), and FEH Associates, Inc. (Employer), and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2022.

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 C.

(13) City shall exercise its best efforts to assist with Developer in the development process.

(14) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(17) 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 F

CERTIFICATE OF COMPLETION

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

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (City) has entered into a Development Agreement with FEH Realty, L.L.C. (Developer) dated as of [Date], related to certain real property located within the Dubuque Industrial Center Economic Development District of the Grantor and as more particularly described as follows:

Parcel 1025201010:

Lot 4, Lot 2 of Lot 5, Lot 1 of Lot 1 of Lot 5, all in Lorimer's Subdivision, and Lot A of Vacated West Ninth Street, in the City of Dubuque, Iowa, according to the recorded plats thereof

Parcel 1025201012:

Lot 2 of Lot 1 of Lot 5, Lot 6, Lot 7, Lot 8 and the East 50 feet of Lot 9, all in Lorimer's Subdivision; Lot 1 of the Subdivision of Lots 654 and 688, in the City of Dubuque, Iowa, according to the recorded plats thereof

(the "Property"); and

WHEREAS, the Development Agreement contained certain covenants and conditions with respect to the development of the Property, and obligated Developer to construct certain Minimum Improvements in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by City 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 Development Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Property have been completed and performed by Developer to the satisfaction of City 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 the Development Agreement and the Development Agreement shall otherwise remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared 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 G

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 FEH REALTY, L.L.C., and FEH ASSOCIATES, INC. was made regarding the following described premises:

Parcel 1025201010:

Lot 4, Lot 2 of Lot 5, Lot 1 of Lot 1 of Lot 5, all in Lorimer's Subdivision, and Lot A of Vacated West Ninth Street, in the City of Dubuque, Iowa, according to the recorded plats thereof

Parcel 1025201012:

Lot 2 of Lot 1 of Lot 5, Lot 6, Lot 7, Lot 8 and the East 50 feet of Lot 9, all in Lorimer's Subdivision; Lot 1 of the Subdivision of Lots 654 and 688, in the City of Dubuque, Iowa, according to the recorded plats thereof

The Development Agreement is dated for reference purposes the ____ day of _____, 2025, 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 _____, 2025.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 2025, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, , to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

DESIGN LETTER

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 3rd day of March, 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 and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc., a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area, consisting of the funding of economic development grants for FEH Realty, L.L.C., under the terms and conditions of the Urban Renewal Plan for the Greater Downtown 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 \$115,000.

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 17th day of February 2025.

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. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FEH REALTY, L.L.C., AND FEH ASSOCIATES, INC., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City, FEH Realty, L.L.C., and FEH Associates, Inc. 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 at 902 Main Street; 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 FEH Realty, L.L.C., and FEH Associates, Inc.; and

WHEREAS, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue 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 obligations, to be held on the 3rd day of March, 2025, at 6:30 p.m. 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.

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 obligations and the execution of the Development Agreement relating thereto with FEH Realty, L.L.C., and FEH Associates, Inc. , the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to FEH Realty, L.L.C., and FEH Associates, Inc. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$115,000.

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 17th day of February, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE: Setting Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd.

SUMMARY: City Manager recommending City Council adopt the attached resolution setting a public hearing for March 3, 2025, on a proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. (DRA) including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On 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

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Development 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 Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd.

DATE: February 13, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for March 3, 2025, on a proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. (DRA) including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

Due to the emergent and ongoing need for additional hotel rooms in the community to accommodate not only the proposed improvements on Chaplain Schmitt Island but also in response to the substantial development at the Field of Dreams, the City Council has authorized the use of tax increment financing to incentivize the development of hotels.

The DRA has brought a formal proposal to City staff to facilitate an investment of approximately \$49 million for the development of the Key Hotel, to be located on Chaplain Schmitt Island. The Key Hotel will be a part of the Tapestry Collection by Hilton portfolio. The boutique property will feature seven floors with 90 total rooms and suites, as well as a much-anticipated rooftop restaurant and bar, complete with additional event space. The addition of a new hotel represents Phase 4 of a multi-year, \$83 million-plus renovation and expansion effort being undertaken by Q Casino + Resort. The transition to a full-service resort is also a key part of the overall master plan for Chaplain Schmitt Island, and these investments in Q Casino + Resort – including the addition of a new boutique hotel – will help Dubuque attract even more people to the community. Construction of the hotel is underway and is scheduled to be substantially completed by September 30, 2026.

When the DRA began construction of this hotel the city was not offering Tax Increment Financing rebates for hotel construction, but because the city has seen the demand for hotel rooms that currently exists in the community and the demand that is being created with the new Fields of Dreams projects (61,000 hotel rooms a year) and with other prominent projects like the new Dubuque Museum of Art Campus and the John and Alice Butler School of Osteopathic Medicine being built in downtown Dubuque by the University of Dubuque the City Council I has approved the use of Tax Increment Financing for hotel projects. When a similar situation occurred with the need to create

financial incentives to create new housing units the City Council also offered the incentives to housing projects that were already underway to not disadvantaged them when they came on line. In addition, because the Key Hotel is being built on a former landfill site they have extraordinary costs not experienced by other developers and cost for materials have come in higher than expected.

The proposed Development Agreement provides for City incentives, including Urban Renewal Tax Increment Revenue Grant Obligations, for 10 years of Tax Increment Finance (TIF) rebates to encourage the development of a hotel on Chaplain Schmitt Island.

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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Setting Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd.

DATE: February 12, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for March 3, 2025 on a proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. (DRA) including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

In 2014, a Master Plan for Chaplain Schmitt 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, updated in 2022 to include an amphitheater and improved trails, resulting in the City being awarded a number of grants to accomplish this work.

More recently, a Development Plan for Chaplain Schmitt Island was adopted December 16, 2024 via Resolution 412-24 by the City Council. This 2024 Development Plan sets forth a plan for implementing the recommendations of the accumulated planning work for Chaplain Schmitt Island. One of the recommendations of the Development Plan is to provide a variety of entertainment and recreational opportunities on Chaplain Schmitt Island with a unique mix of uses that are different from existing developments in Dubuque.

DISCUSSION

Due to the emergent and ongoing need for additional hotel rooms in the community to accommodate not only the proposed improvements on Chaplain Schmitt Island but also

in response to the substantial development at the Field of Dreams, the City Council has authorized the use of tax increment financing to incentivize the development of hotels.

The DRA has brought a formal proposal to City staff to facilitate an investment of approximately \$49 million for the development of the Key Hotel, to be located on Chaplain Schmitt Island. The Key Hotel will be a part of the Tapestry Collection by Hilton portfolio. The boutique property will feature seven floors with 90 total rooms and suites, as well as a much-anticipated rooftop restaurant and bar, complete with additional event space. The addition of a new hotel represents Phase 4 of a multi-year, \$83 million-plus renovation and expansion effort being undertaken by Q Casino + Resort. The transition to a full-service resort is also a key part of the overall master plan for Chaplain Schmitt Island, and these investments in Q Casino + Resort – including the addition of a new boutique hotel – will help Dubuque attract even more people to the community. Construction of the hotel is underway and is scheduled to be substantially completed by September 30, 2026.

The proposed Development Agreement provides for City incentives, including Urban Renewal Tax Increment Revenue Grant Obligations, for 10 years of Tax Increment Finance (TIF) rebates to encourage the development of a hotel on Chaplain Schmitt Island.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution setting a March 3, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for the development of a hotel Chaplain Schmitt Island.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE RACING ASSOCIATION, LTD.**

This Development Agreement (Agreement), dated for reference purposes the 3rd day of March, 2025, is made and entered into 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 Dubuque Racing Association, Ltd. ("Developer"), an Iowa nonprofit association with its principal place of business in Dubuque, Iowa.

WHEREAS, Developer is the lessee of the following described real estate:

PART OF LOT 1 OF CHAPLAIN SCHMITT ISLAND IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 89 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID CHAPLAIN SCHMITT ISLAND THENCE SOUTH 66 DEGREES 22 MINUTES 42 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, 15.84 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 9.60 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 40.10 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 5.40 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 30.29 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 24.35 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 36.24 FEET;
THENCE SOUTH 23 DEGREES 38 MINUTES 10 SECONDS WEST, ALONG THE EXISTING EXTERIOR BUILDING LINE 91.95 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 35.65 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 67.67 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 70.77 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 47.82 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 78.49 FEET;
THENCE NORTH 23 DEGREES 27 MINUTES 33 SECONDS EAST, ALONG THE EXISTING EXTERIOR BUILDING LINE 13.97 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 53.92 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 40.15 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 5.97 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE

EXISTING EXTERIOR BUILDING LINE 16.07 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 16.70 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 21.00 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 13.85 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 50.35 FEET TO
THE POINT OF BEGINNING, CONTAINING 19,380 SQUARE FEET MORE OR LESS
AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHT-
OF-WAY RECORD AND NOT OF RECORD. SITUATED IN THE CITY OF DUBUQUE,
DUBUQUE COUNTY, IOWA;

consisting of approximately 19,380 square feet, shown on Exhibit F attached hereto (the "Property"); and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the "District") which has been so designated by City Council Resolution 155-11 as a slum and blighted area (the "Project Area") defined by Iowa Code Chapter 403 (the "Urban Renewal Law"); and

WHEREAS, Developer will facilitate a capital investment including the construction of a new facility, equipment, furniture and fixtures on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on December 16 2024, a copy of which is attached hereto as Exhibit A (the "Urban Renewal Plan"), City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the City Council believes it is in the best interests of City to encourage Developer in the development of the Property by providing certain incentives as set forth herein; and

WHEREAS, Developer has obtained financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement, and the City Council previously received and filed copies of the documents between Developer and its lender evidencing such financing at the April 9, 2024, City Council meeting.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.
- (6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting

the Property which will result in any charge or lien to be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and, subject to the approval of the Iowa Racing and Gaming Commission ("IRGC"), to enter into and perform its 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 and approval by IRGC, 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 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 its reasonable commercial 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.

1.3 Closing. The closing shall take place on the Closing Date which shall be as agreed by the Parties but in no event shall the Closing Date be later than the 15th day of March 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.

1.4 Conditions to Closing. The closing of the transaction 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 to that effect in the form of Exhibit D.

(2) Developer shall have the right to terminate this Agreement at any time prior to the Commencement Date set forth in Section 2.3 if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving of notice of termination by Developer to City, this Agreement shall be deemed null and void and Developer shall have no liability or obligation whatsoever as a result of such termination.

(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 Developer's financial ability as the reasonable judgment of City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit C.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will facilitate a capital investment of approximately Forty-Eight Million Four Hundred Sixty-Two Thousand Nine Hundred Five Dollars (\$48,462,905.00) to improve the Property (the "Minimum Improvements"). The Minimum Improvements include the construction of a Tapestry Collection hotel by Hilton and related furnishings.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the "Construction Plans") shall be in conformity with 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, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City in City's reasonable discretion, (which approval shall not be unreasonably refused, conditioned or delayed), plans, drawings, specifications, and related documents with respect to the improvements to be constructed on the Property, which construction shall be facilitated by Developer. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before January 1, 2025 ("Commencement Date") and shall be substantially completed by November 1, 2026. The time frames for the performance of these obligations shall be subject to suspension and/or extension due to Force Majeure Event in accordance with the terms of Section 9.3 of this Agreement.

2.4 Certificate of Completion. Promptly following the request of Developer upon

completion of the Minimum Improvements, the City Manager shall furnish Developer with an appropriate instrument certifying such completion. Such certification (the "Certificate of Completion") shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer to facilitate the construction of the Minimum Improvements.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grant to Developer. 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 as follows:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Minimum Improvements constructed by Developer (the "Developer Tax Increments"). City and Developer agree the assessed value of the Property as of January 1, 2024 is zero.

For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2024 (the "Baseline Valuation").

The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) any taxes for the instructional support levy, (iv) any tax increment revenues collected by City in respect of the Baseline Valuation of the Property during the term of this Agreement and (v) 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.

(1) To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until December 1, 2036 to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1st and May 1st of that fiscal year. (Example: upon City's certification in December 2026, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2027, and May 1, 2028.)

(2) 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 Key Hotel TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the Key Hotel TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 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 Key Hotel 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.

(3) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment

revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

SECTION 4. NON-APPROPRIATION / LIMITED SOURCE OF FUNDING

4.1 Non-appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant 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 under 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 as provided in this Section 4.1(1). 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 to Developer in the next fiscal year under this Agreement.

(2) In the event the City Council 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 fiscal year, then: i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year.

(3) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code §403.19(2).

4.2 Limited Source of Funding. The right of non-appropriation reserved to City in this Section 4.1(1) 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. To this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 Conformance with Codes. The Minimum Improvements shall conform to all applicable city, state and federal codes.

5.2 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request 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 to verify the cost of the Minimum Improvements 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.

5.3 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.4 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property 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; provided, however, that the foregoing agreement shall not be deemed to be applicable to any existing exemption of Developer and/or any other exemption available with respect to any other property (other than the Property) in which Developer has or may have an ownership or leasehold interest.

5.5 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (at no cost or expense to City) builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed. Coverage shall include the "special perils" form and Developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, (at no cost or expense to City) property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements). Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

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

(4) Developer shall notify City immediately in the case of damage exceeding two hundred thousand dollars (\$200,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Developer, and Developer shall forthwith facilitate the repair, reconstruction and restoration of 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 facilitate the application of 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).

5.6 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make or cause to be made all necessary repairs, replacements, renewals and additions. Nothing in this Section 5.6 or in this Agreement, however, shall limit or

otherwise affect Developer's sole discretion with respect to the means, methods and expenses in carrying out such maintenance and repairs.

5.7 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.8 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.9 Non-Transferability. During the term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without prior written consent of City, which shall not be unreasonably withheld. City has no obligation to consent to any assignment or sale.

5.10 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law.

5.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

- (1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as retail/commercial, 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 or sublessee shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest or sublessee shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations 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 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement, and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) 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:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement; or
- (3) City may withhold the Certificate of Completion; or
- (5) City may require Developer to take action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Notwithstanding to the contrary herein, the parties acknowledge and agree that the sole consequence to Developer of any Event of Default would be the loss of entitlement to the Economic Development Grants hereunder.

6.3 No Remedy Exclusive. Except as otherwise provided in the last sentence of Section 6.2 or elsewhere 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 [Reserved].

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 Racing Association, Ltd.
Attn: President & CEO
1855 Greyhound Park Rd
Dubuque IA 52001
Phone: (563) 585-3002

With copy to: O'Connor & Thomas, PC.
Tonya A. Trumm 1000 Main St.
Dubuque, IA 52001
Phone: (563) 557-8400
ttrum@octhomaslaw.com

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589.4110
Fax: (563) 589.4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either 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 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.
- 7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2037 (the "Termination Date").
- 7.5 Execution by Facsimile or Electronic Signature; Counterparts. The parties agree that this Agreement may be transmitted between them by facsimile machine or other electronic means. The parties intend that the faxed or electronic signatures constitute original signatures and that a faxed or emailed Agreement containing the signatures (original, faxed or electronic) of all the parties is binding on the parties. The parties further agree that this Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same Agreement.
- 7.6 Memorandum of Development Agreement. City shall promptly record a

Memorandum of Development Agreement in the form attached hereto as Exhibit E in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

- 7.7 Acknowledgement of City. City expressly acknowledges and agrees that (a) Developer has obtained financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement, as evidenced by the financing documents between Developer and its lender evidencing such financing that were previously received and filed by the City during the April 9, 2024, City Council meeting, and (b) as a result, the closing condition set forth in Section 1.4(4) hereof is deemed satisfied.

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 on or as of the first above written.

CITY OF DUBUQUE, IOWA

DUBUQUE RACING ASSOCIATION, LTD.

By: _____
Brad M. Cavanagh
Mayor

By:  _____
Brian Rakestraw
President & CEO

Attest:

Adrienne N. Breitfelder
City Clerk

LIST OF EXHIBITS

EXHIBIT A – Urban Renewal Plan

EXHIBIT B – City Attorney's Certificate

EXHIBIT C – Opinion of Developer's Counsel

EXHIBIT D – City Certificate

EXHIBIT E – Memorandum of Development Agreement

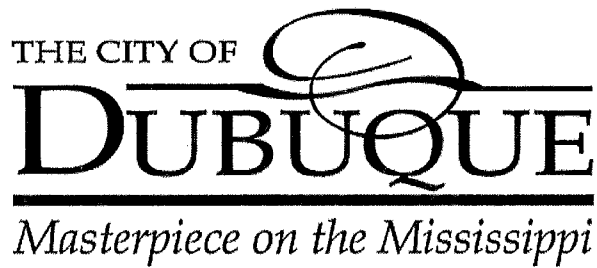
EXHIBIT F – Lease Boundary Exhibit

EXHIBIT A
URBAN RENEWAL PLAN

On file at the Office of the City Clerk, City Hall, 50 West 13th Street, Dubuque, Iowa

EXHIBIT B
CITY ATTORNEY'S CERTIFICATE

Crenna Brumwell
City Attorney
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
cbrumwel@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 Racing Association, Ltd. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the 3rd day of March, 2025.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Crenna Brumwell
City Attorney

EXHIBIT C
OPINION OF DEVELOPER'S COUNSEL

March 3, 2025

MAYOR AND COUNCILMEMBERS OF THE
CITY OF DUBUQUE, IOWA
City Hall
13th and Central Avenue
Dubuque, IA 52001

Ladies and Gentlemen:

We have acted as counsel to Dubuque Racing Association, Ltd. (“*DRA*”) in connection with the execution and delivery of that certain Development Agreement dated March 3, 2025, by and between the City of Dubuque, Iowa (the “*City*”) and DRA (the “*Development Agreement*”).

This opinion is provided to you at the request of DRA.

In rendering this opinion we have, with your permission, relied on (a) the representations and warranties of the parties in the Development Agreement and (b) the officer’s certificate annexed hereto as Exhibit A (the “*Officer’s Certificate*”) as to certain factual matters and assumed, without investigation, verification or inquiry that:

(a) Each of the parties to the Development Agreement is (i) duly incorporated or organized and (ii) validly existing under the laws of its jurisdiction of incorporation or organization;

(b) Each of the parties to the Development Agreement other than DRA has the necessary right, power and authority to execute and deliver, and perform its obligations under, the Development Agreement; the transactions contemplated by the Development Agreement have been duly authorized by all parties thereto other than DRA; and the Development Agreement constitutes the legal, valid and binding obligations of all parties thereto other than DRA;

(c) The Development Agreement has been duly executed, delivered, and accepted by all parties thereto other than DRA;

(d) There is no oral or written agreement, understanding, course of dealing or usage of trade that affects the rights and obligations of the parties set forth in the Development Agreement, or that would have an effect on the opinions expressed herein; there are no judgments, decrees or orders that impair or limit the ability of DRA to enter into, execute and deliver, and perform, observe and be bound by the Development Agreement and the transactions contemplated therein; all material terms and conditions of the relevant transactions between or among the parties to the Development Agreement are correctly and completely reflected in the Development Agreement; and there has been no waiver of any of the provisions of the Development Agreement by conduct of the parties or otherwise;

(e) All natural persons who are signatories to the Development Agreement were legally competent at the time of execution; all signatures on the Development Agreement and the other documents reviewed by us are genuine; the copies of all documents submitted to us are accurate and

complete, each such document that is original is authentic and each such document that is a copy conforms to an authentic original; and the documents executed and delivered by the parties are in substantially the same form as the forms of those documents that we have reviewed in rendering this opinion;

(f) DRA has received adequate consideration with respect to the execution and delivery of the Development Agreement; and

(g) DRA is not (i) a railroad, public utility, or a transmitting utility; (ii) a corporation or cooperative formed to furnish water, heat, power, telegraph or telecommunications services or signals by electricity; (iii) engaged in the business of transporting or transmitting gas, gasoline, oils, motor fuels or other fuels by means of pipelines; or (iv) engaged in generating and furnishing gas for lighting or fuel or both, supplying water for domestic or public use or for power or manufacturing purposes, or generating, transforming, transmitting or furnishing electric current for light, heat or power, or generating and furnishing steam or supplying hot water for heat, power or manufacturing purposes.

Based upon the foregoing, but subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Based solely on a Certificate of Existence issued by the Iowa Secretary of State on [_____], DRA is corporation validly existing under the laws of the State of Iowa, has filed its most recent required biennial report, and has not filed articles of dissolution with the Iowa Secretary of State.

2. DRA has the corporate power to enter into and perform its obligations under the Development Agreement. The execution, delivery and performance of the Development Agreement has been duly authorized by all necessary corporate action on the part of DRA.

3. The Development Agreement is the legal, valid and binding obligation of DRA, enforceable against it in accordance with its terms.

4. The execution and delivery of the Development Agreement, and performance of its respective obligations under the Development Agreement, do not: (a) constitute a breach or violation of the organizational documents of DRA; (b) as to payment obligations only, result in a violation of any applicable law, statute, or regulation of the United States or the State of Iowa which is known to us to be applicable to DRA; (c) result in a violation of any judgment, order, writ, injunction, decree, determination or award applicable to DRA of which we have knowledge; or (d) to our knowledge, constitute an event of default under or result in a breach or violation of any agreement or other instrument violation of which could, according to an Officer's Certificate, have a material adverse effect on the property, financial condition, or business operations of DRA.

5. To our knowledge, DRA is not a party to any litigation or administrative proceeding that relates to the execution, delivery or performance of the Development Agreement.

The foregoing opinions are subject to the following additional assumptions and qualifications:

A. Wherever we indicate that our opinion is “to our knowledge” or the like, our opinion is, with your permission, based solely on the Officer’s Certificate and the current conscious awareness of facts or other information within our actual knowledge after an inquiry of the attorneys currently with our firm who have represented DRA in connection with the transactions contemplated by the Development Agreement.

B. Our opinion is limited by:

(i) Applicable bankruptcy, receivership, reorganization, insolvency, moratorium, fraudulent conveyance or transfer, and other laws and judicially developed doctrines relating to or affecting creditors’ or secured creditors’ rights and remedies generally;

(ii) General principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, and limitations on the availability of specific performance, injunctive relief and other equitable remedies;

(iii) The possibility that certain rights, remedies, waivers, and other provisions of the Development Agreement may not be enforceable; and

(iv) The requirement that the enforcing party act in a commercially reasonable manner and in good faith in exercising its rights under the Development Agreement.

C. We have not examined the records of any party to the Development Agreement or any court or any public, quasi-public, private or other office in any jurisdiction, or the files of our firm, and our opinions are subject to matters that an examination of such records would reveal.

D. Except as set forth in opinion paragraph 1, we express no opinion as to compliance by any of the parties to the Development Agreement with federal or state laws, statutes and regulations generally required for the conduct of such parties’ business or generally applicable to consents, approvals or other actions by, and notice to or filing with, any federal or state regulatory authorities or generally required for the conduct of such parties’ business.

E. We express no opinion herein as to: (i) securities or blue sky laws, rules or regulations; (ii) antitrust or unfair competition laws or regulations; (iii) zoning, land use, or subdivision laws, ordinances, rules or regulations; (iv) labor, ERISA, or other employee benefit laws or regulations; (v) federal, state and local tax laws, ordinances, rules or regulations; (vi) environmental, racketeering, or health and safety laws, ordinances, rules or regulations; (vii) local laws, regulations, or ordinances or (viii) federal laws, regulations, or ordinances.

F. None of the opinions or advice contained in this letter cover or otherwise

address (i) the Anti-Terrorism Order, including Executive Order No. 13224 on Terrorism Financing, effective September 24, 2001 and the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act for 2001 (together, the “*Anti-Terrorism Order*”) as amended, all rules and regulations promulgated thereunder and all federal, state and local laws, statutes, ordinances, order, governmental rules, regulations, licensing requirements and policies relating to the Anti-Terrorism Order and the ownership and operation of, or otherwise regulation of, companies that conduct, operate or otherwise pursue the business or businesses now and in the future conducted, operated or otherwise pursued by a Loan Party or any other Person, including, without limitation, the importation, transportation, manufacturing, dealing, purchase, use or storage of explosive materials; or (ii) the USA PATRIOT Act of 2001 and the rules, regulations and policies promulgated thereunder and any foreign assets control regulations of the United States Treasury Department or any enabling legislation or orders relating thereof.

The opinions expressed herein are limited to the federal laws of the United States and the laws of the State of Iowa in effect on the date hereof as they presently apply, and we express no opinion herein as to the laws of any other jurisdiction.

These opinions are given as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the addressee(s) of any change in circumstances occurring after the date hereof that would alter the opinions rendered herein.

This opinion is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly contained herein. Except as expressly set forth herein, this opinion is being provided solely for the purpose of complying with the requirements of the Development Agreement, and is being rendered solely for the benefit of the addressee hereof. This opinion may not be used or relied upon for any other purpose, relied upon by any other party, or filed with or disclosed to any governmental authority other than a court in connection with the enforcement or protection of the rights or remedies of the City under the Development Agreement, without our prior written consent.

Very truly yours,

O’CONNOR & THOMAS, P.C.

Exhibit A

See attached.

CERTIFICATE OF OFFICER
OF
DUBUQUE RACING ASSOCIATION, LTD.

I, Brian Rakestraw, do hereby certify that I am the duly appointed and acting President and Chief Executive Officer of Dubuque Racing Association, Ltd. (“DRA”); that, as such, I am authorized to execute and deliver this Certificate of Officer on behalf of DRA; and that O’Connor & Thomas, P.C. (“O’Connor & Thomas”) is authorized to rely upon the statements contained herein in rendering its legal opinion pursuant to that certain Development Agreement (the “*Credit Agreement*”) dated March 3, 2025, by and between DRA and the City of Dubuque, Iowa.

I hereby further certify that:

1. No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority, regulatory body, or any other person or entity is required to be obtained or made by DRA for the due execution and delivery of, or performance under, the Development Agreement, except such as have been duly obtained or made and are in full force and effect.
2. DRA is not a party to any litigation or administrative proceeding that relates to the execution, delivery or performance of the Development Agreement.
3. DRA has executed and delivered the Development Agreement with the intent of creating an immediately binding contract.
4. The organizational documents and authorizing resolutions of DRA provided to O’Connor & Thomas in connection with its issuance of its legal opinion in connection with the Development Agreement are true, correct and complete and have not been modified or rescinded.
5. This Certificate is given as of March 3, 2025 (the “*Effective Date*”).

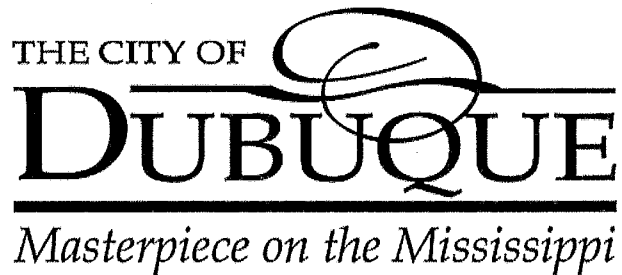
The undersigned acknowledges that O’Connor & Thomas will rely on the certifications set forth herein in giving its opinions to the City in connection with the Development Agreement and hereby consents to such reliance.

This Certificate is executed as of the Effective Date above.

Brian Rakestraw, as President and Chief Executive Officer
Dubuque Racing Association, Ltd.

EXHIBIT D
CITY CERTIFICATE

City Manager's Office
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 phone
(563) 589-4149 fax
ctymgr@cityofdubuque.org



(DATE)

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 Racing Association, Ltd. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the 3rd day of March, 2025.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or

constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

EXHIBIT E
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Crenna Brumwell 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 Dubuque Racing Association, Ltd. was made regarding the following described premises:

PART OF LOT 1 OF CHAPLAIN SCHMITT ISLAND IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 89 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID CHAPLAIN SCHMITT ISLAND THENCE SOUTH 66 DEGREES 22 MINUTES 42 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, 15.84 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 9.60 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 40.10 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 5.40 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 30.29 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 24.35 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 36.24 FEET;
THENCE SOUTH 23 DEGREES 38 MINUTES 10 SECONDS WEST, ALONG THE EXISTING EXTERIOR BUILDING LINE 91.95 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 35.65 FEET;
THENCE SOUTH 23 DEGREES 30 MINUTES 30 SECONDS WEST, 67.67 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 70.77 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 47.82 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 78.49 FEET;

THENCE NORTH 23 DEGREES 27 MINUTES 33 SECONDS EAST, ALONG THE EXISTING EXTERIOR BUILDING LINE 13.97 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 53.92 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 40.15 FEET;
THENCE NORTH 66 DEGREES 29 MINUTES 30 SECONDS WEST, 5.97 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE EXISTING EXTERIOR BUILDING LINE 16.07 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 16.70 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 21.00 FEET;
THENCE SOUTH 66 DEGREES 29 MINUTES 30 SECONDS EAST, 13.85 FEET;
THENCE NORTH 23 DEGREES 30 MINUTES 30 SECONDS EAST, 50.35 FEET TO THE POINT OF BEGINNING, CONTAINING 19,380 SQUARE FEET MORE OR LESS AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHT-OF-WAY RECORD AND NOT OF RECORD. SITUATED IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

The Development Agreement is dated for reference purposes the 3rd day of March, 2025, 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 Crenna Brumwell
City Attorney

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Crenna Brumwell, to me personally known, who being by me duly sworn did say that he is the City Attorney for the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and Senior Council acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

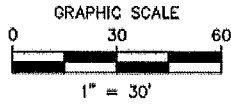
Notary Public, State of Iowa

EXHIBIT F

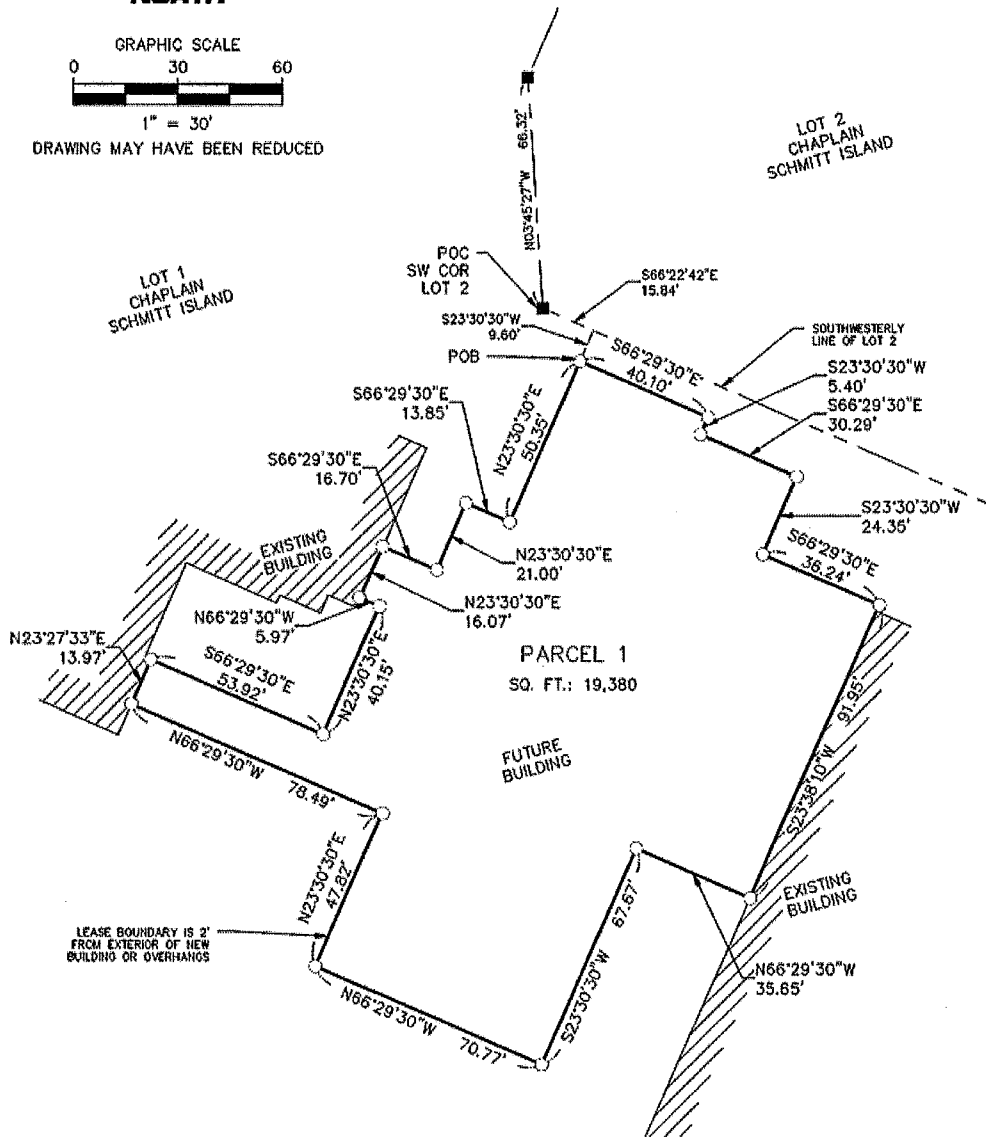
LEASE BOUNDARY EXHIBIT

LEASE BOUNDARY EXHIBIT

PART OF LOT 1 OF CHAPLAIN SCHMITT ISLAND IN THE SOUTHEAST QUARTER
OF FRACTIONAL SECTION 18, TOWNSHIP 89 NORTH, RANGE 3 EAST OF THE
5TH P.M., IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA



DRAWING MAY HAVE BEEN REDUCED



LEGEND

---	LEASE BOUNDARY
---	PROPERTY LINE
POC	POINT OF COMMENCEMENT
()	POINT OF BEGINNING
RECORDED AS	
FOUND 5/8" IRON REBAR WITH	
RED PLASTIC CAP NO. 12631	
○	NO MONUMENT SET

origin design	
800 856-4401	origin@origin.com
DRAWN: SSB	PLAT NO.: EXHIBIT
CHECKED: CLO	PROJ. NO.: 24732
DATE: 2-11-25	SHEET: 1 of 2
P:\24732\24732\DRAWINGS\24732 EXHIBIT	

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 3rd day of March, 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 Racing Association, Ltd., a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, including the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for Dubuque Racing Association, Ltd., under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time, but is not expected to exceed \$7,092,000.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 17th day of February, 2025.

Adrienne N. Breitfelder, City Clerk

Prepared by: Jill Connors, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4213
Return to: Jill Connors, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4213

RESOLUTION NO. ____-25

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

WHEREAS, the City of Dubuque and Dubuque Racing Association, Ltd. have 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 approximately 19,380 square feet located on leased property due east of 1801 Greyhound Park Rd, Dubuque, Iowa; 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 Racing Association, Ltd.; and

WHEREAS, it is deemed necessary and advisable that the City Council should authorize Urban Renewal Tax Increment Revenue 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 Obligations, to be held on the 3rd day of March, 2025, at 6:30 p.m. The official agenda will be posted on Friday, February, 28, 2025 and will contain listening, viewing, and public input options. The City Council 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.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the execution of the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Dubuque Racing Association, Ltd., the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Dubuque Racing Association, Ltd. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately \$7,092,000.

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 17th day of February, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE: Second Amendment to the Dubuque Racing Association Lease

SUMMARY: City Attorney recommending City Council schedule a public hearing for March 3, 2025 on the second amendment to the Dubuque Racing Association lease and the consent to the amended leasehold mortgage.
RESOLUTION Intent To Dispose Of An Interest In Real Property Through A Second Amendment To The Amended And Restated Lease Agreement With The Dubuque Racing Association, Ltd.

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

ATTACHMENTS:

1. Staff Memo
2. Resolution
3. Notice of Public Hearing
4. Second Amendment to 2023 Lease

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: MAYOR BRAD M. CAVANAGH & MEMBERS OF THE CITY COUNCIL

DATE: FEBRUARY 13, 2025

RE: SECOND AMENDMENT TO THE DUBUQUE RACING ASSOCIATION LEASE

The City of Dubuque in conjunction with the Dubuque Racing Association (DRA) and community participants have worked diligently for years to procure a Chaplain Schmitt Island Master Plan and Schmitt Island Placemaking & Implementation Plan.

The Chaplain Schmitt Island Master Plan was adopted in 2014 and amended in 2017. The Chaplain Schmitt Island Placemaking & Implementation Plan was adopted in 2017.

The goals of the plan were largely recreational focused and included connecting and expanding access to the riverfront, creation of educational opportunities on the island, highlighting the unique characteristics of the island, bringing new visitors to the island, and offering activities and events for all seasons.

Work on implementation of the plans has been ongoing. The biggest project to date has been the Veteran's Memorial. A Community Project Funding grant was received via Representative Hinson for construction of the Veterans Memorial Trailhead Project and will be constructed in 2024. In 2022 the City invested millions of dollars in improvements to ImOn Arena. Additional improvements to the arena are currently in process.

The largest tenant on the island is the DRA leasing and operating Q Casino. The DRA is in progress with approximately \$90 million dollars in public and private improvements to the island. The improvements completed or proposed include:

Public Improvements

- Iowa Amphitheater on Chaplain Schmitt Island
- Veterans Memorial Trailhead Project
- Proposed \$40 million Chaplain Schmitt Island connectivity and access improvements including a railroad overpass at 14th Street

Private Improvements

- Construction of a new 8-story, 108 room Hilton Tapestry Collection hotel adjacent to the existing Hilton Garden Inn, including an upscale rooftop restaurant, lounge, and event space overlooking the Mississippi River
- Interior casino remodel, including elevated bar with bar top slot machines and updated showroom, new Sports Book, and new sports bar.
- New banquet space and party rooms
- Addition of a family entertainment zone for all ages with high-end arcade games
- Exterior casino upgrades including the façade, signage, landscaping, and surface parking
- Pinseekers, a hybrid golf entertainment facility

The private improvements to the island necessitate:

- Further amendment to the lease between the City and DRA.

A second amendment to the lease has been negotiated between the City and DRA for Lot 1 of Chaplain Schmitt Island which contains the area where the casino, existing hotel and restaurant, and the new hotel are located.

The amendment:

- Adjusts the requirements of the Debt Payment Reserve Fund
- Includes a mechanism for refinancing of the Hilton Garden Inn in the event the Debt Payment Reserve Fund dips below an agreed upon level
- Takes into account the Development Agreement with the DRA and the rebate payments the DRA will receive pursuant to the Development Agreement
- Allows the payment to the Endowment Fund be used temporarily to pay off the loan the DRA has on the Veterans' Memorial for fiscal years 2024-2028 or until the loan is paid in full

Public hearing on the amendment to the lease and the consent to the amended leasehold mortgage is to be scheduled for March 3, 2025. Staff respectfully recommends approval.

cc: Michael C. Van Milligen, City Manager

RESOLUTION NO. _____ - 25

INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY THROUGH A SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT WITH THE DUBUQUE RACING ASSOCIATION, LTD.

WHEREAS, the City of Dubuque, Iowa (City) is the owner of the real property legally described as

Lot 1 of Chaplain Schmitt Island in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa

(the Property); and

WHEREAS, the Property is subject to an Amended and Restated Lease Agreement (Lease) between City and the Dubuque Racing Association (Association) dated September 19, 2023; and

WHEREAS, City and Association entered into a First Amendment to the Lease dated April 15, 2024; and

WHEREAS, City and Association now desire to further amend the Lease Agreement; and

WHEREAS, the DRA is in progress with a construction project of more than \$90 million; and

WHEREAS, the City Council believes it is in the best interests of the City to approve the Second Amendment to its Lease Agreement with the DRA.

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

Section 1. The City Council intends to dispose of City's interest in the foregoing-described real property pursuant to:

- The Second Amendment to its Lease Agreement with the DRA, and

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 §364.7 of a public hearing on City's intent to dispose of the foregoing-described real property, to be held on the 3rd day of March 2025, at 6:30 o'clock p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa

Passed, approved and adopted this _____ day of _____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 3rd day of March 2025, at 6:30 p.m. in the Historic Federal Building, 350 West Sixth Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to dispose of an interest in real property to the Dubuque Racing Association Ltd. through a Second Amendment to the Lease Agreement between the City and the Dubuque Racing Association Ltd..

The real property encumbered by the Lease Agreement is:

Lot 1 of Chaplain Schmitt Island in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options.

The City Council agenda can be accessed at: <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office, before said time of public hearing: via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001.

At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the ____ day of February 2025.

Adrienne Breitfelder, City Clerk

**SECOND AMENDMENT TO
THE AMENDED AND RESTATED
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
THE DUBUQUE RACING ASSOCIATION, LTD.**

This Second Amendment to Amended and Restated Lease Agreement (this "Amendment") is dated for reference purposes as of the 6th day of March, 2025, and is by and between the City of Dubuque, Iowa, a municipal corporation ("City"), and Dubuque Racing Association, Ltd., an Iowa nonprofit corporation ("Association").

WHEREAS, City and Association are parties to an Amended and Restated Lease Agreement dated for reference purposes the 19th day of September 2023, as amended by the First Amendment to the Amended and Restated Lease Agreement for reference purposes dated the 15th day of April 2024 (as so amended, the "Lease").

WHEREAS, City and Association now desire to further amend the Lease as set forth herein.

NOW, THEREFORE, City and Association, in consideration of the mutual covenants and conditions hereinafter set forth, agree as follows effective as of December 1, 2024:

1) Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2) Amendment to Paragraph 4 of the Lease. Paragraph 4 of the Lease is amended to read as follows:

4. Fund Requirements.

- (a) City and Association acknowledge and agree that the monies on deposit in the depreciation and improvement fund previously established by Association pursuant to the terms of the Casino Lease (the "Depreciation and Improvement Fund") are the sole property of Association. The balance of the Depreciation and Improvement Fund shall be used by Association to (i) pay for costs and expenses related to the removal of any structures (including any necessary environmental remediation), equipment, furniture, furnishings, and other personal property of Iowa Greyhound Association and/or its vendors, suppliers and contract partners remaining on the Leased Premises and/or the land adjacent thereto, (ii) pay for any costs and expenses incurred by Association in connection with preparing and

readying such areas for Association's operations, and/or (iii) make or fund the Equity Contribution (as defined in paragraph 12 hereof). Any interest accruing on the balance in the Depreciation and Improvement Fund shall be deposited to the Depreciation and Improvement Fund and shall be available to and expended by Association as provided in this subparagraph (a).

- (b) Association shall establish a Debt Payment Reserve Fund (the "Debt Payment Reserve Fund") to be held in a restricted fund with Association, into which it shall deposit funds annually through Fiscal Year 2028 or on a schedule approved by the City until such time as the balance on deposit therein equals the lesser of (i) the aggregate amount of principal and interest payments to be made by Association, on an annual basis, to its institutional lender(s) or (ii) \$7,000,000.00 (the applicable dollar amount pursuant to subsection (i) or (ii) is referred to herein as the "Required Amount").

Once the Debt Payment Reserve Fund reaches the Required Amount, and so long as the monies on deposit in the Debt Reserve Fund equal or exceed the Required Amount, the annual contribution requirement will cease; provided, however, if Association accesses the Debt Payment Reserve Fund to cover a debt payment or to ensure the annual Charitable Distribution Amount meets a minimum of \$1,000,000 for distribution and the monies on deposit in the Debt Payment Reserve Fund fall below the Required Amount as a result thereof, then Association's obligation to contribute funds to the Debt Payment Reserve Fund shall recommence until such time as the monies on deposit in the Debt Payment Reserve Fund once again equals or exceeds the Required Amount.

The monies on deposit in the Debt Payment Reserve Fund, together with all accrued interest thereon, are the sole property of Association; however, Association shall not use, pledge or otherwise encumber the Debt Payment Reserve Fund or the funds on deposit therein without the prior written consent of City. In the event Association must access the Debt Payment Reserve Fund to cover a debt payment or to ensure the annual Charitable Distribution Amount meets a minimum of \$1,000,000 for distribution, Association shall, in writing, provide to City a written plan within sixty (60) days as to how Association will replenish the fund with a specific timeline for replenishment acceptable to City.

If the City's lease payment is ever subordinated to Association's lender, Association will repay the City at its first opportunity prior to replenishing the Debt Payment Reserve Fund. A written plan,

submitted to and approved by City, to pay the subordinated lease payment shall be submitted within sixty (60) days.

In the event Association has accessed the Debt Payment Reserve Fund to cover a debt payment or to ensure the annual Charitable Distribution Amount meets a minimum of \$1,000,000 for distribution and the balance of the Debt Payment Reserve Fund is reduced below the Required Amount after Fiscal Year 2028, Association will be obligated to refinance its loan on the Hilton Garden Inn to access available equity; provided, however, that Association shall have no obligation to refinance such loan to the extent that the refinance thereof would trigger a prepayment penalty payable to Association's institutional lender(s).

Association shall not enter any other covenants, loans, or agreements that would further restrict access to this refinancing possibility without the consent of the City which consent shall not be unreasonably withheld.

3) Amendment to Paragraph 11 of the Lease. Paragraph 11 of the Lease is amended to read as follows:

11. Taxes and Fees.

- (a) Property Taxes. Association shall pay all property taxes, both real and personal, before they shall become delinquent, and which may be levied and assessed against the Leased Premises. City shall not oppose any application filed by Association for exemption from the payment of property taxes, both real and personal;
- (b) In the event Association pays real estate taxes levied and assessed against the portion of the Leased Premises described in paragraph 3(b) hereof, such real estate taxes paid are deductible from the next rental payments due under paragraph 3(b) of this Lease;
- (c) In the event Association (i) pays real estate taxes levied and assessed against a portion of the Leased Premises and (ii) receives a tax increment rebate payment in respect of such taxes pursuant to a Development Agreement between Association and City, Association may only deduct from its next rental payment following receipt of a rebate payment pursuant to a Development Agreement that portion of the real estate taxes paid by Association for which it has not actually received a tax increment rebate payment pursuant to a Development Agreement;

Upon the expiration of the Development Agreement for the construction of Key Hotel and Association begins paying real estate

taxes levied and assessed against the portion of the Leased Premises containing the Key Hotel, such real estate taxes paid are deductible from the next rental payments due under paragraph 3(b) of this Lease

- (d) In the event of non-appropriation pursuant to a non-appropriation clause contained within a Development Agreement between the Association and City, Association may deduct from its next rental payment any taxes levied and assessed for which no rebate payment is received.
- (e) In no event may Association deduct from its rental payments real estate taxes levied and assessed for improvements made or owned by third parties without the consent of the City.
- (f) Other Taxes and Fees. Association shall be responsible for and agrees to pay all other taxes, rates, charges, levies, and assessments, general and special, of every name, nature, and kind, whether now known or hereafter created which may be taxed, charged, assessed, levied or imposed, which become payable during the term of the Lease and would become delinquent if not so paid, arising from Association's operations at the Leased Premises.

4) Amendment to Paragraph 22 of the Lease. Paragraph 22 of the Lease is amended to read as follows:

22. Distribution of Net Cash Proceeds.

- (a) Net Cash Remaining (as hereinafter defined) will be allocated at the end of each fiscal year for distribution as follows:
 - (i) one-third (1/3rd) to City (the "City Distribution Amount");
 - (ii) one-third (1/3rd) to charitable or non-profit recipients, and/or allocated to Association accounts for use in advancing Association's non-profit purposes in the discretion of Association's board of directors (the "Charitable Distribution Amount"); and
 - (iii) one-third (1/3rd) to the Schmitt Island Master Plan Implementation Fund (as hereinafter defined) (the "Schmitt Island Distribution Amount").
- (b) Association shall distribute the City Distribution Amount for each fiscal year to City by no later than the January 31st following the end of such fiscal year, or another date as mutually agreed upon by the

parties. City shall use funds distributed to City under this subparagraph 22(b) in the same manner and for the same purposes that City is authorized to use rent payments under paragraph 3 of this Lease.

- (c) Association shall distribute the Charitable Distribution Amount for each fiscal year to the following recipients by no later than the December 31st following the end of such fiscal year (however, Association shall use reasonable efforts to make such distribution before the September 1st following the end of such fiscal year), or another date as mutually agreed upon by the parties, as follows:
 - (i) the first \$1,000,000.00 of the Charitable Distribution Amount shall be allocated to Association's Grants Program and retained in a restricted Association account for ultimate distribution to the various recipients thereof;
 - (ii) the next \$428,571.43 of the Charitable Distribution Amount shall be allocated to the Endowment Fund and distributed to the Community Foundation of Greater Dubuque, except that the allocation to the Endowment Fund may be used by Association in Fiscal Years 2024 – 2028 until the current balance of the Veterans' Memorial loan is paid in full; and
 - (iii) if the Charitable Distribution Amount exceeds \$1,428,571.43, the amount by which the Charitable Distribution Amount exceeds \$1,428,571.43 will be split, with 30% allocated to the Endowment Fund and distributed to the Community Foundation of Greater Dubuque and 70% retained in a restricted Association account for ultimate distribution to the various recipients of Association's charitable and nonprofit distributions (including, but not limited to, Association's Grants Program and, in Association's sole discretion, other dedicated funds which Association may establish from time to time) except that the allocation to the Endowment Fund may be used by Association in Fiscal Years 2024 – 2028 until the current balance of the Veterans' Memorial loan is paid in full.
- (d) Association shall deposit the Schmitt Island Distribution Amount for each fiscal year into the Schmitt Island Master Plan Implementation Fund by no later than the December 31st following the end of such fiscal year.
- (e) For purposes of this Lease including, without limitation, this paragraph 22, the following terms have the following meanings:

“Endowment Fund” means the irrevocable permanent endowment established by Association in 2009 at the Community Foundation of Greater Dubuque where the principal is invested, and only a portion of the investment earnings is spent and the rest of the earnings are directed back into the Endowment Fund, so that the endowment grows over time. The portion of the Endowment Fund’s investment earnings that is permitted to be spent, and is not directed back into the Endowment Fund, shall be available for distribution to other charitable and non-profit recipients and distributed in the discretion of Association’s board of directors.

“fiscal year” means Association’s fiscal year.

“Net Cash Remaining” means, for each fiscal year, Association’s net cash remaining after payment of and/or provision or reserve for the following items:

- (i) operational expenses and expenses for normal replacement items;
- (ii) provision for (A) operating funds, (B) capital improvements, and (C) a cash reserve fund not to exceed ten percent (10%) of Association’s total budget for the following fiscal year (the “Cash Reserve Fund”), which is calculated each year and is not cumulative. Monies deposited in the Cash Reserve Fund are the sole property of Association and shall be designated for the sole purpose of maintaining a cash balance for Association to be used by Association as needed to fund its operations, provided, however, that up to \$2,500,000.00 of funds on deposit in the Cash Reserve Fund may be used in fiscal year 2023 and up to \$500,000.00 of funds on deposit in the Cash Reserve Funds may be used in fiscal year 2024 as a down payment on any construction loan incurred by Association. Any interest accruing on the balance in the Cash Reserve Fund shall also be available to Association to fund operations;
- (iii) required debt service payments (including prepayment of debt, upon Board approval and City consent) for debt incurred with the consent of City;
- (iv) distributions to charities or non-profit entities from operational funds, not to exceed the greater of Four Hundred Fifty Thousand Dollars (\$450,000.00) or sixty-five (65) basis points (0.0065) of Association’s adjusted

gross receipts from all gambling games (slots and table games);

- (v) funds which Association is required to provide as collateral or otherwise for purposes of obtaining and securing any bond required by the Iowa Racing and Gaming Commission pursuant to the Iowa Code;
- (vi) payment into a capital reserve fund (the "Capital Reserve Fund"), subject to a maximum annual payment of Five Hundred Thousand Dollars (\$500,000.00) per fiscal year, for use in funding capital improvements or gambling devices (including, but not limited to, gaming devices and necessary hardware and/or software relating to the installation or operation of such gaming devices) in the discretion of Association; and
- (vii) funds deposited into the Debt Payment Reserve Fund pursuant to paragraph 4(b) of this Lease.

"Schmitt Island Master Plan Implementation Fund" means a restricted Association account into which the Schmitt Island Distribution Amount shall be deposited each fiscal year. The monies held in the Schmitt Island Master Plan Implementation Fund, together with all interest thereon, shall be used solely to advance, pay for, and/or finance/fund any of the permitted purposes, activities, and/or developments, contemplated by the Chaplain Schmitt Island Master Plan adopted by Dubuque City Council, as amended and as the same may be further amended, modified, and/or restated from time to time, or to make contributions to the Debt Payment Reserve Fund. The spending and distribution of funds from the Schmitt Island Master Plan Implementation Fund, which shall be solely for the purposes described above, shall be in the discretion of a subcommittee of Association's board of directors consisting of not less than four (4) nor more than eight (8) members of Association's board of directors, the total number of which shall be divisible by two (2). The members of such subcommittee shall be appointed by the Chair of Association's board of directors and shall consist of, at a minimum, Association's President and CEO, the Chair of Association's board of directors, the City Manager and at least one (1) city council member (who shall be the Mayor if the Mayor is currently serving on Association's board of directors).

- 5) Reference to and Effect on the Lease. Except as expressly set forth in this Amendment, all of the terms and provisions of the Lease are and shall remain in full force and effect and are hereby ratified and confirmed. Unless the context

requires otherwise or as otherwise expressly set forth herein, any references to the Lease contained therein shall be deemed to refer to the Lease as amended by this Amendment. The amendments provided for herein are limited to the specific provisions of the Lease specified herein and shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any party under the Lease, or constitute a waiver or amendment of any other provision of the Lease, except as and to the extent expressly set forth herein.

- 6) Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of this Amendment by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart hereof.
- 7) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Iowa.
- 8) Effectiveness of Amendment. The parties acknowledge and agree that this Amendment must be approved by Association's Board of Directors, Association's lender, the City Council of Dubuque, Iowa, and the Iowa Racing and Gaming Commission. Accordingly, notwithstanding anything to contrary contained herein, this Amendment shall become effective as of the date of receipt of the last of such required approvals.
- 9) Memorandum for Recording. The parties mutually agree that, if necessary or desirable for title purposes, a Memorandum of Second Amendment to Amended and Restated Lease Agreement may be executed and filed of record in lieu of recording this Amendment.

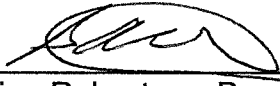
[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Second Amendment to Amended and Restated Lease Agreement as of the date first written above.

CITY OF DUBUQUE, IOWA

DUBUQUE RACING ASSOCIATION,
LTD.

By: _____
Brad M. Cavanagh, Mayor

By:  _____
Brian Rakestraw, President and CEO

Attest: _____
Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE: Initiate Bid Process and Set Public Hearing for the Bunker Hill Foundation Repair Project

SUMMARY: City Manager recommending City Council preliminarily approve the construction plans and specifications; with a project estimate cost of \$319,880; and establish March 03, 2025, as the date of the public hearing and hereby authorize the Parks and Recreation Director to advertise bids for the Bunker Hill Foundation Repair Project through adoption of the attached resolution.

RESOLUTION Bunker Hill Foundation Repair 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

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for March 3, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Public Hearing Notice
5. Specifications

TO: The Honorable Mayor and City Council Members

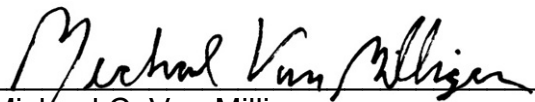
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Initiate Bid Process and Set Public Hearing for the Bunker Hill Foundation Repair Project

DATE: February 11, 2025

Parks and Recreation Director Marie Ware is recommending City Council preliminarily approve the construction plans and specifications; with a project estimate cost of \$319,880; and establish March 03, 2025, as the date of the public hearing and hereby authorize the Parks and Recreation Director to advertise bids for the Bunker Hill Foundation Repair Project through adoption of the attached resolution.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Marie Ware, Parks and Recreation Director
Steve Fehsal, Parks Division Manager
Jared Charland, Project and Facilities Manager
Dan Kroger, Recreation Division Manager
Jenny Larson, Chief Financial Officer
Derek Paulson, Assistant Fire Marshal
Mike Belmont, Assistant Housing Director

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Parks and Recreation Director
SUBJECT: Initiate Bid Process and Set Public Hearing for the Bunker Hill Foundation Repair Project
DATE: February 11, 2025

INTRODUCTION

The purpose of this memorandum is to request approval to initiate the bid process and set the public hearing for the Bunker Hill Foundation Repair Project.

BACKGROUND

In July 2023, City of Dubuque Housing Inspector II George Jackson was contacted by Project and Facilities Manager Jared Charland with concerns about the conditions in the basement at the City's Bunker Hill Building. An inspection was performed by Assistant Director of Housing and Community Development Michael Belmont and uncovered a myriad of urgent issues including multiple leaks with one dripping on a live electrical distribution panel, chipping and peeling paint, an abundance of mold growth, and evidence of rodents. Subsequent inspections were conducted by Lead & Healthy Homes Inspector Kelly Davis utilizing x-ray fluorescence (XRF) and lead swabbing which uncovered lead paint chips and dust in multiple rooms in the basement and offices of Leisure Services administration staff. Park Department staff stopped the noted water leaks, while Mic's Construction LLC was contracted to remove the lead paint and mold from the basement. The scope of work under that contract was completed in March 2024.

On January 29th 2024, Mike Jansen from Strand Associates, Inc. conducted a preliminary inspection of the entire Bunker Hill Pro Shop and Administration building. During the preliminary inspection, he noted the known heaving on the west wall of the foundation causing a door frame to bow in (under the front entry door) as well as foundation crumbling on a cinder block foundation wall opposite of the foundation issue under the front door (in the room with the breaker panel and previous water leaks).

Further analysis and prioritization of work were completed over subsequent inspections and visits with City staff.

In January 2025, a task order under the City's Master Services Agreement with Strand Associates, Inc. was signed to create construction and bid documents to replace the failing foundation on the west side of the building under the front entrance door.

DISCUSSION

The project consists of a partial lower-level concrete masonry unit foundation wall removal and replacement with a cast-in-place concrete footing and foundation wall, lower-level window and door infilling, lower-level window and door replacement, foundation excavation for waterproofing and drainage, backfill, site concrete sidewalk and asphalt pavement, roof access stair removal, and construction of a stairwell enclosure.

Assistant Fire Marshal Derek Paulson and Assistant Housing Director Mike Belmont reviewed the planned construction scope and concluded none of the proposed changes violate fire or building code.

PROJECT SCHEDULE

The schedule for the project is as follows:

Initiate Public Bidding Process & Set Public Hearing	February 17, 2025
Publish Notice to Bidders	February 18, 2025
Public Hearing	March 03, 2025
Receipt of Bid Proposals	March 07, 2024
Award Construction Contract	March 17, 2025
Project Completion Date	June 23, 2025

BUDGET IMPACT

In FY25, there is currently \$320,000 in CIP funding (Project #3043000073) for construction.

The project cost estimate provided by Strand Associates, Inc. is \$319,880.

RECOMMENDATION

I respectfully request Mayor and City Council preliminary approval of the construction plans and specifications; and establish March 03, 2025, as the date of the public hearing and hereby authorize the Parks and Recreation Director to advertise bids for the Bunker Hill Foundation Repair Project through adoption of the attached resolution.

MLW:jmc

cc: Steve Fehsal, Parks Division Manager
Jared Charland, Project and Facilities Manager
Dan Kroger, Recreation Division Manager
Jenny Larson, Chief Financial Officer
Derek Paulson, Assistant Fire Marshal
Mike Belmont, Assistant Housing Director

RESOLUTION NO. ____-25

BUNKER HILL FOUNDATION REPAIR 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

Whereas, Bunker Hill Golf Course is a popular community amenity and the building serves as the administration offices for the Parks and Recreation Department, and the pro shop and snack bar; and

Whereas, the building foundation is a vital component to structural integrity; and

Whereas, properly maintained assets are critical to providing maximum value to the community;

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

The proposed plans, specifications, form of contract and estimated cost for the Bunker Hill Foundation Repair Project, in the estimated cost amount of \$319,880 are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 3rd day of March 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, 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.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Bunker Hill Foundation Repair Project, in accordance with the provisions of Chapter 26, Code of Iowa, on the 3rd day of March, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 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.

The scope of the Project is as follows:

The project consists of a partial lower-level concrete masonry unit foundation wall removal and replacement with a cast-in-place concrete footing and foundation wall, lower-level window and door infilling, lower-level window and door replacement, foundation excavation for waterproofing and drainage, backfill, site concrete sidewalk and asphalt pavement, roof access stair removal, and construction of a stairwell enclosure.

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 17th day of February 2025.

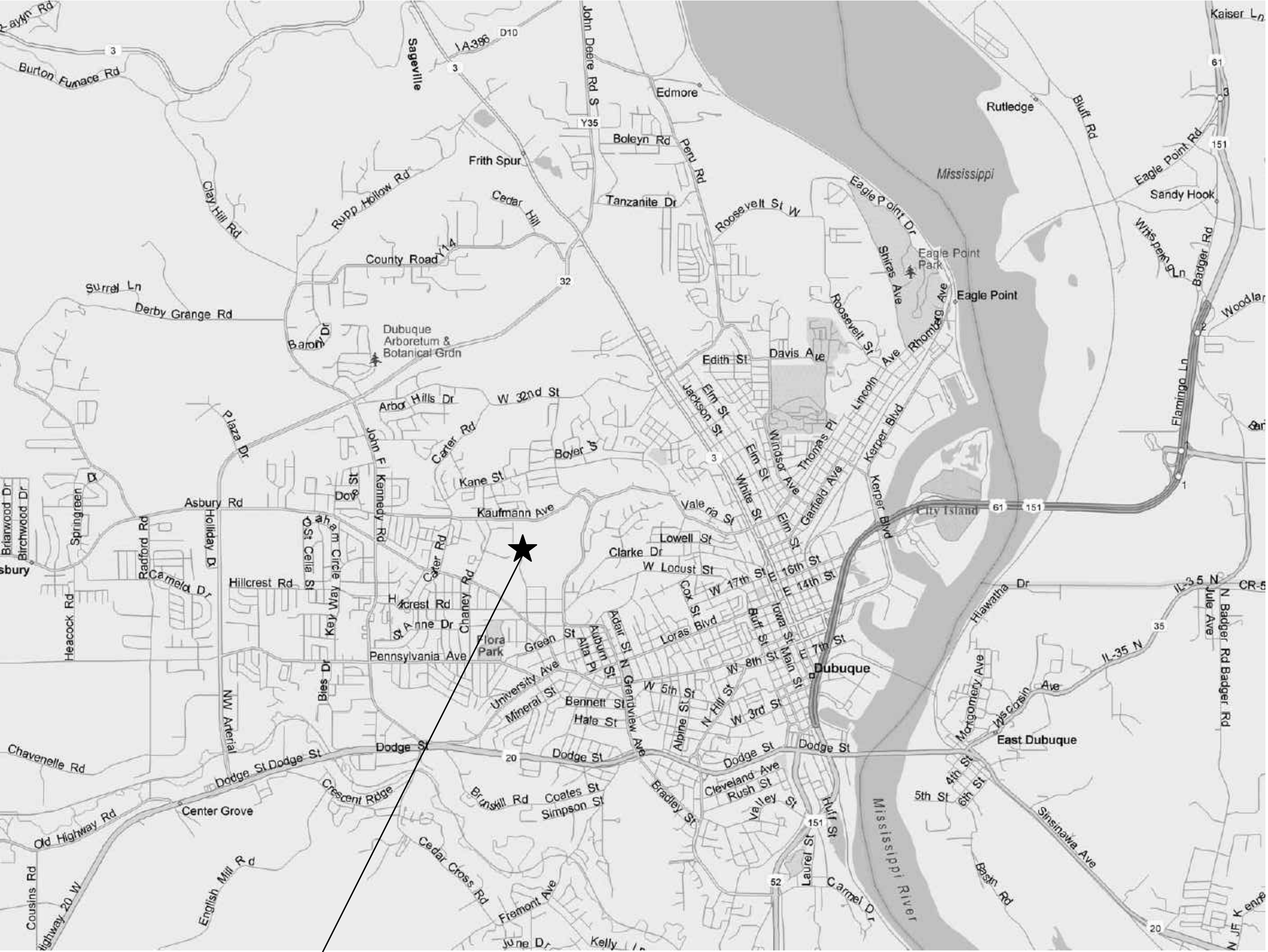
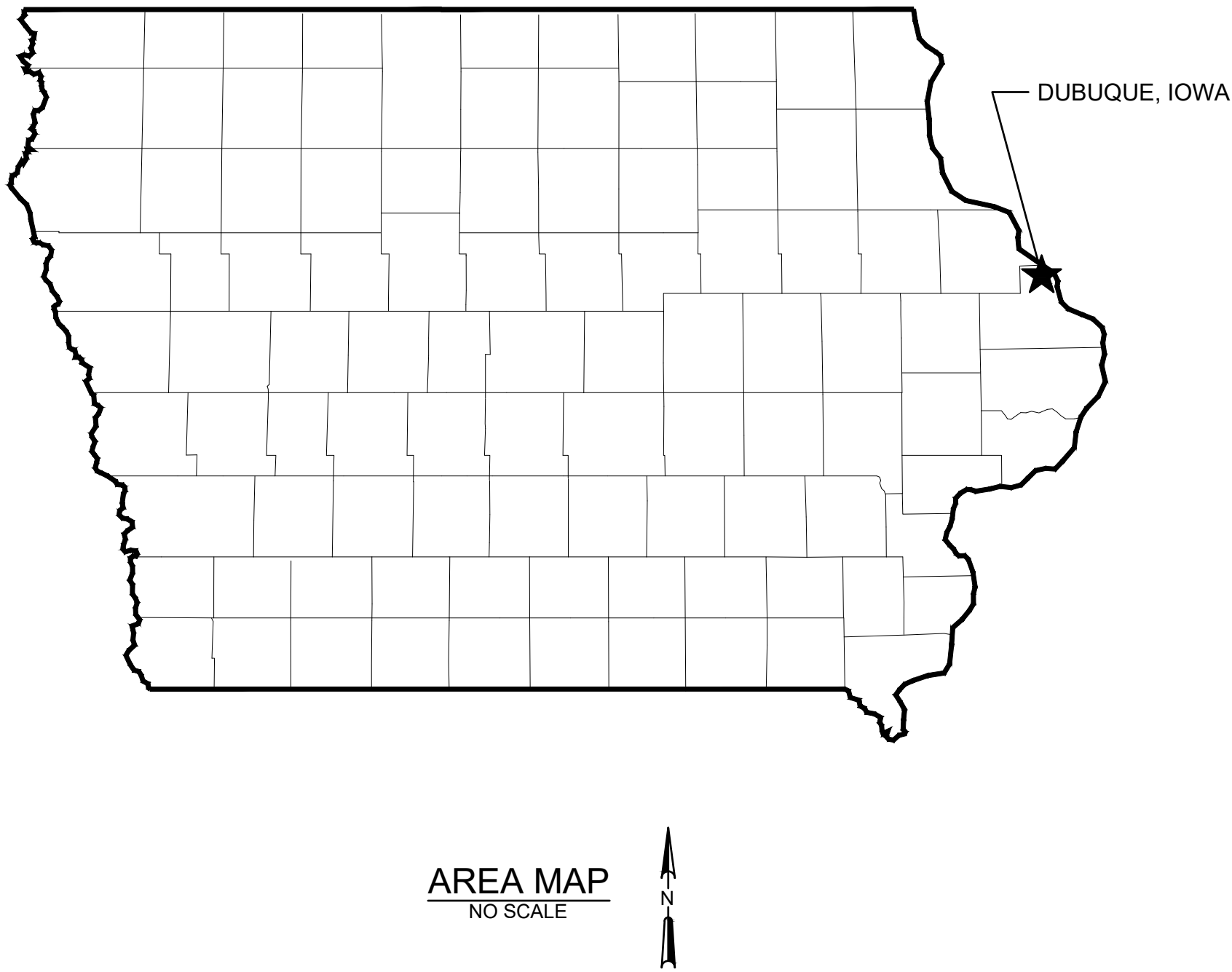
Adrienne N. Breitfelder, CMC, City Clerk

BUNKER HILL FOUNDATION REPAIR PROJECT

FOR THE

CITY OF DUBUQUE

DUBUQUE COUNTY, IOWA



LIST OF DRAWNGS		
SHEET NO.	DRAWING NO.	DRAWING TITLE
GENERAL		
1	G0.1	TITLE SHEET, LOCATION MAP, AND LIST OF DRAWINGS
2	G0.2	STANDARD NOTES AND SYMBOLS - 1
3	G0.3	STANDARD NOTES AND SYMBOLS - 2
4	G0.4	ABBREVIATIONS
5	G0.5	EROSION CONTROL NOTES AND DETAILS
DEMOLITION		
6	D1.1	SITE AND BASEMENT DEMOLITION PLAN
CIVIL/ARCHITECTURAL/STRUCTURAL/ELECTRICAL		
7	CASE1.1	SITE, BASEMENT, AND UTILITY PLAN
8	CASE1.2	SITE GRADING PLAN
9	CASE1.3	SITE EROSION CONTROL AND RESTORATION PLAN
10	CASE4.1	ENLARGED PLANS
11	CASE4.2	ENLARGED SECTIONS
12	CASE5.1	DETAILS
13	CASE6.1	SCHEDULES

910 West Wingra Drive
Madison, WI 53715
608-251-4843
608-251-8655 fax
www.strand.com

PROJECT NO. 3043000073

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

FOR STRAND ASSOCIATES, INC.

EVAN J. CONSTANT, P.E. DATE
26825 12/31/2026
LICENSE # RENEWAL DATE

PAGES OR SHEETS COVERED BY THIS CERTIFICATION:
ALL SHEETS.



FOR COUNCIL APPROVAL, 02/17/25

SHEET
1
G0.1

PROJECT CONTACTS

CITY OF DUBUQUE

MARIE WARE - LEISURE SERVICES DIRECTOR
mware@cityofdubuque.org
(P) 563-589-4264

CITY OF DUBUQUE

JARED CHARLAN - PROJECT & FACILITIES MANAGER
jcharlan@cityofdubuque.org
(P) 563-690-6135

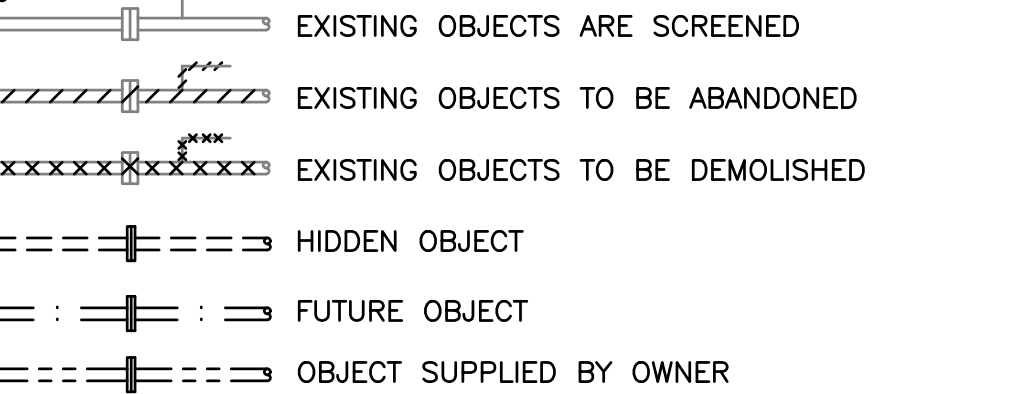
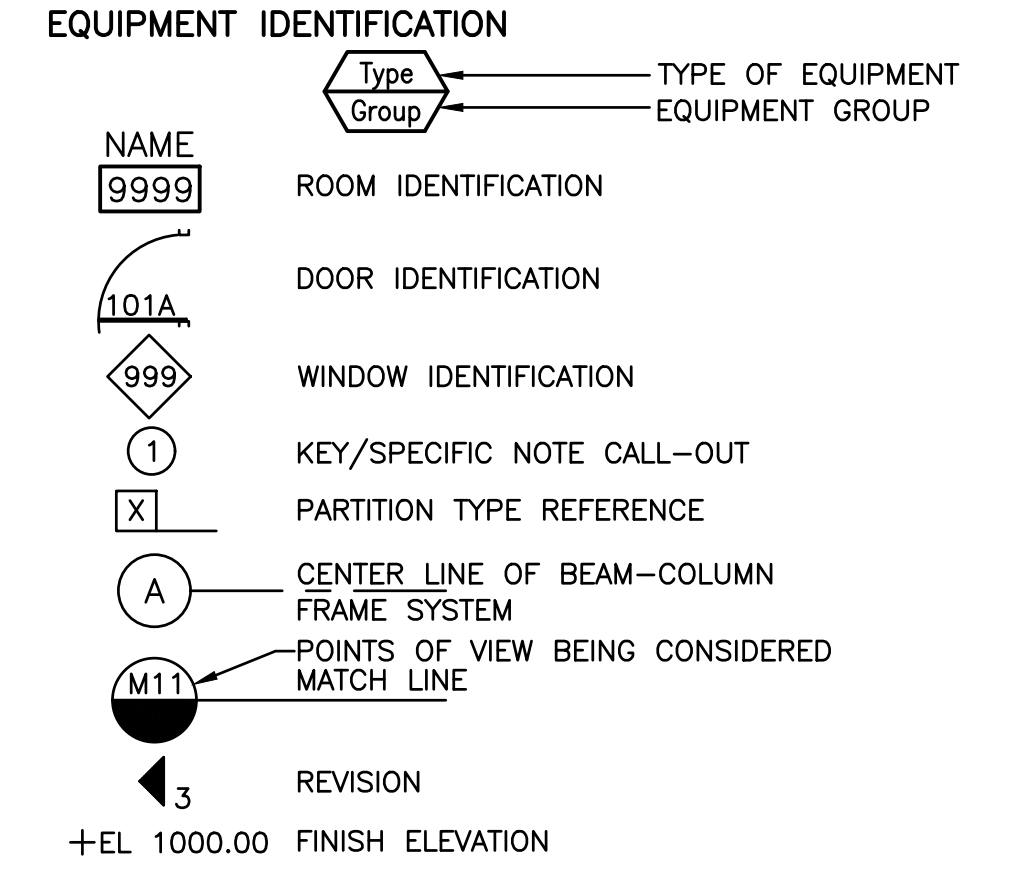
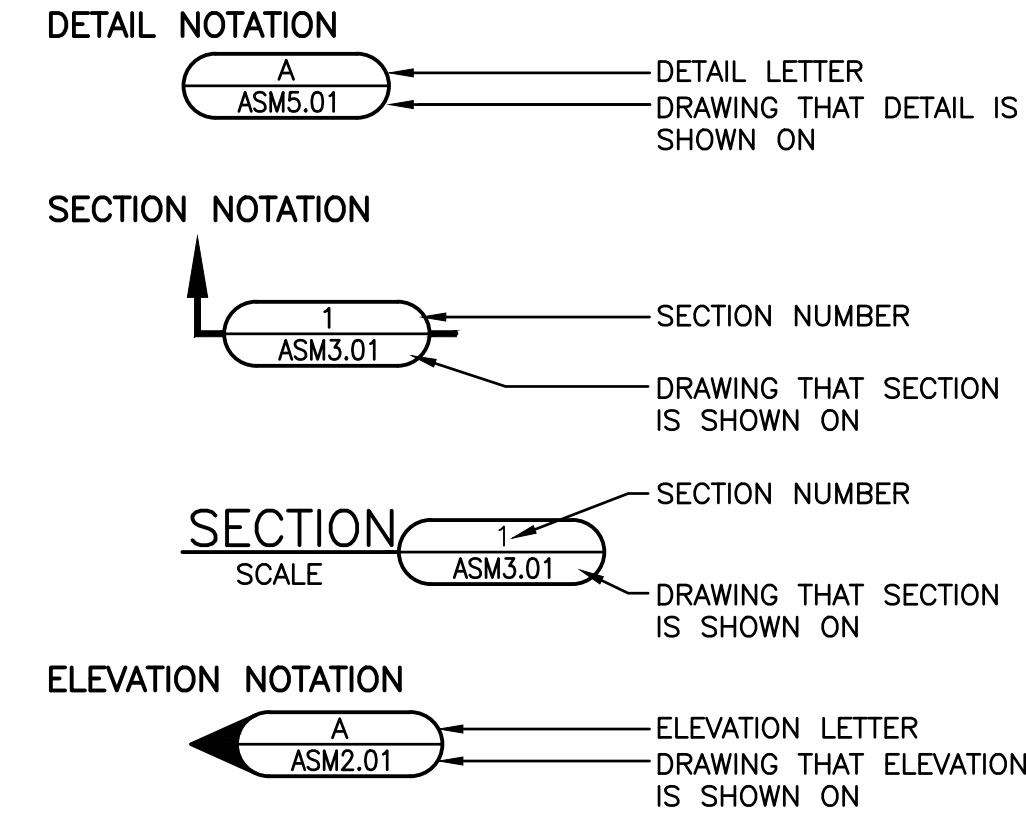
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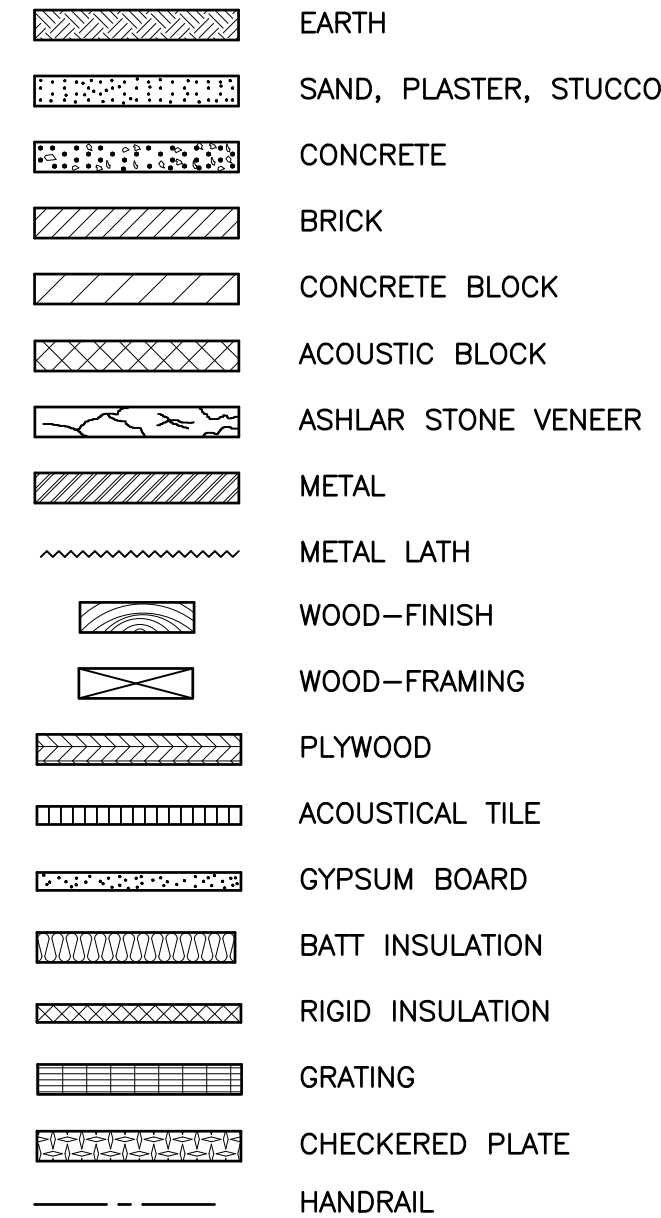


IOWA ONE CALL
CONTACT

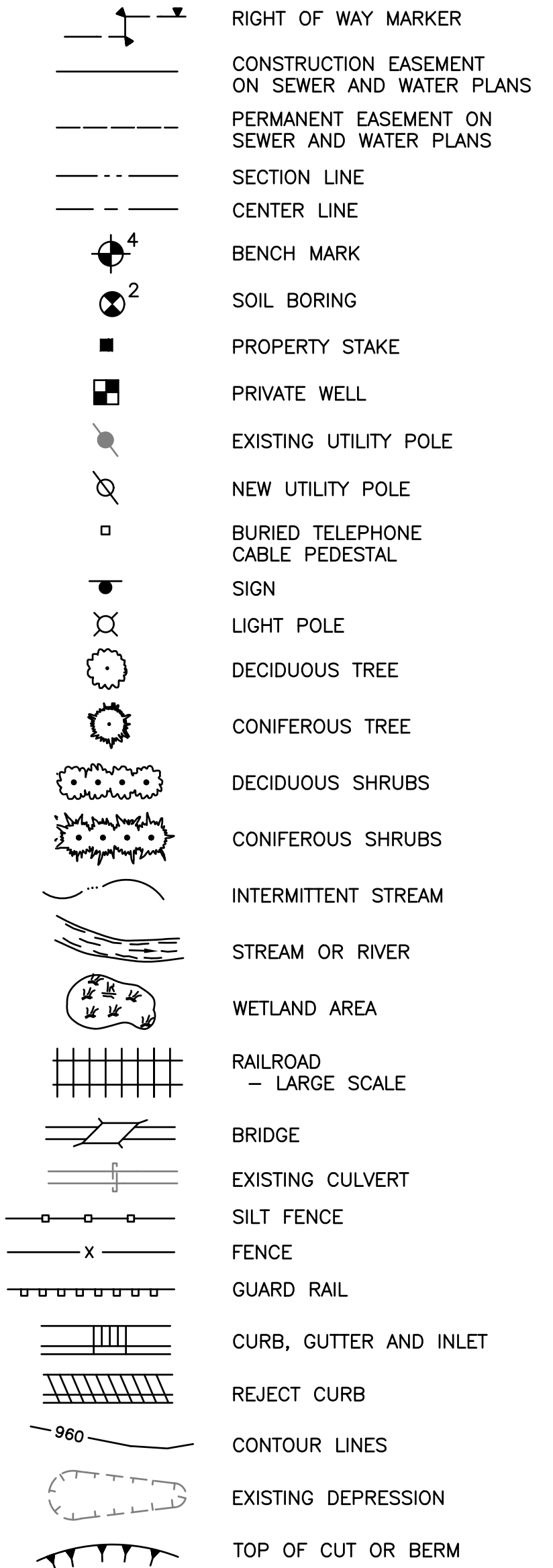
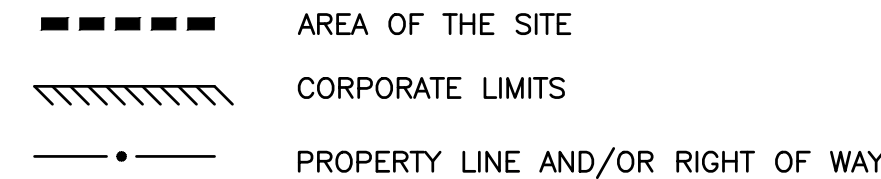
DRAFTING SYMBOLS



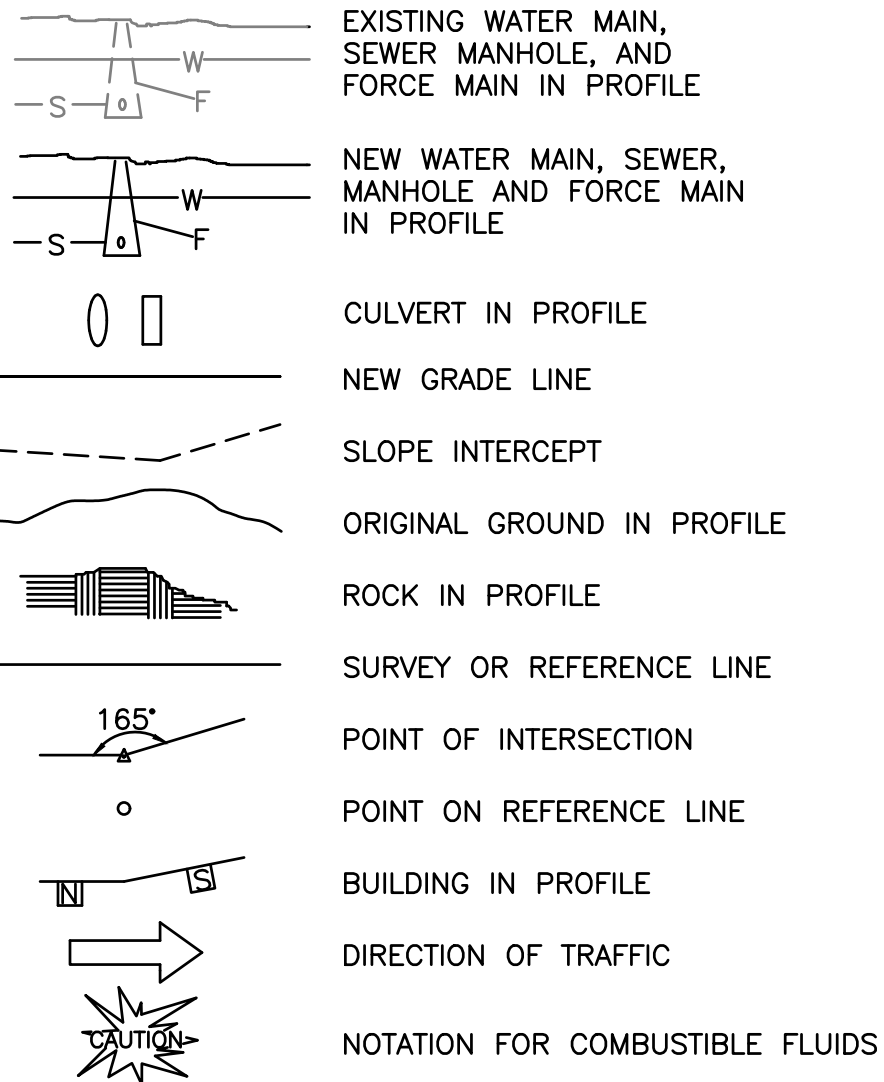
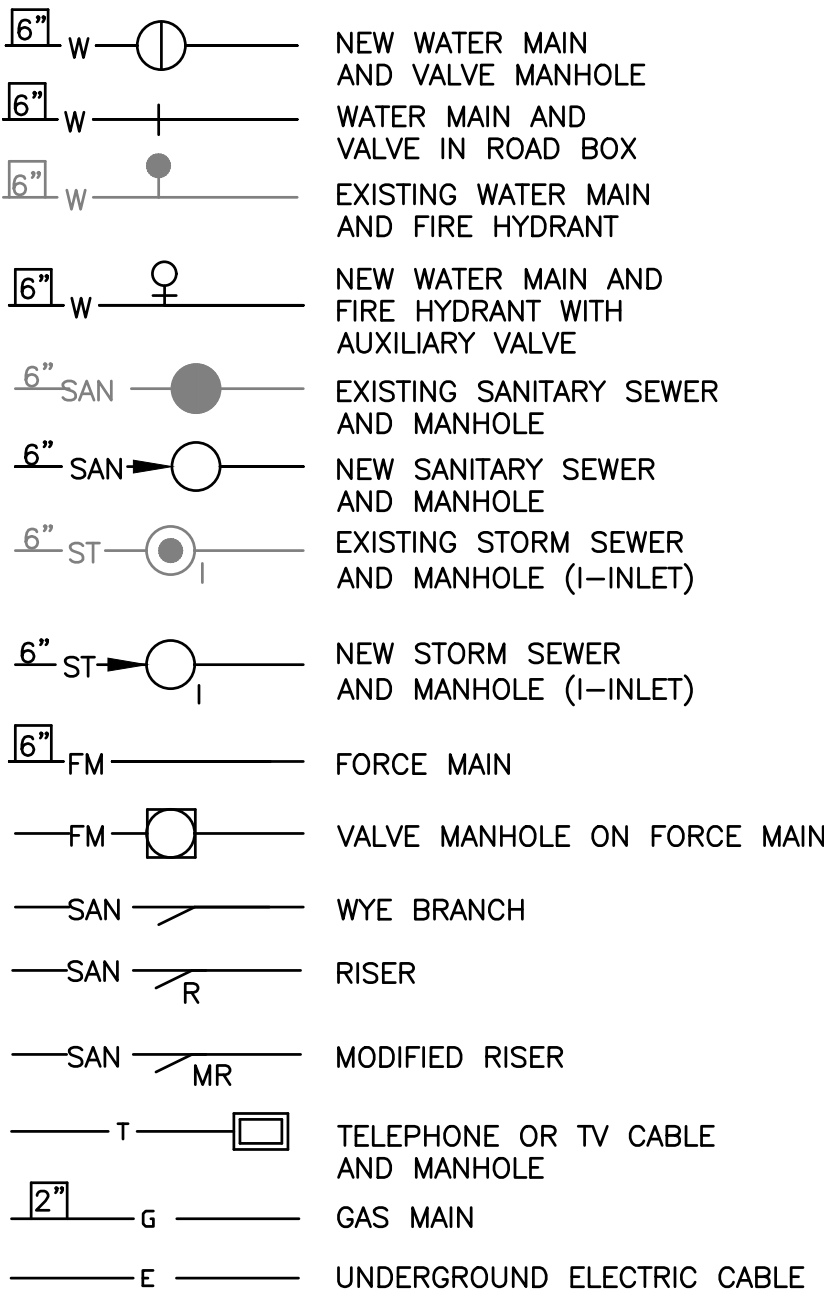
ARCHITECTURAL SYMBOLS



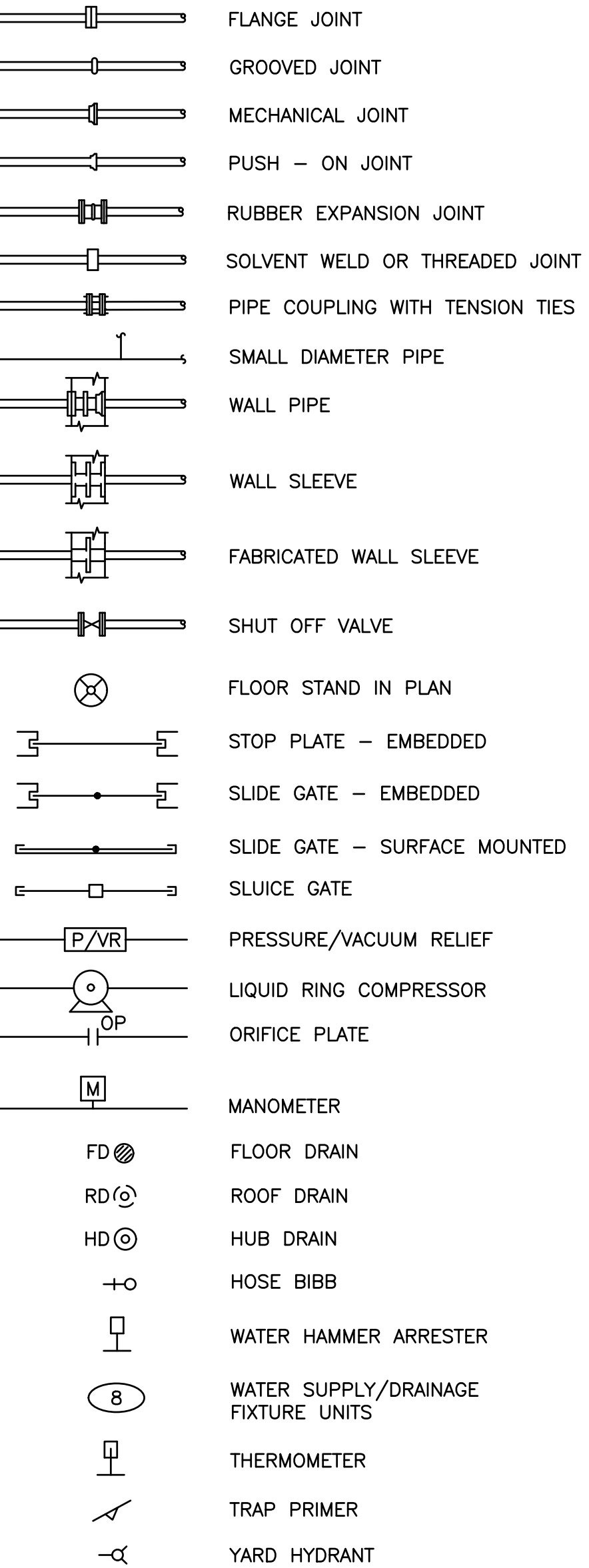
TOPOGRAPHICAL SYMBOLS



UNDERGROUND UTILITY SYMBOLS



PIPING SYMBOLS



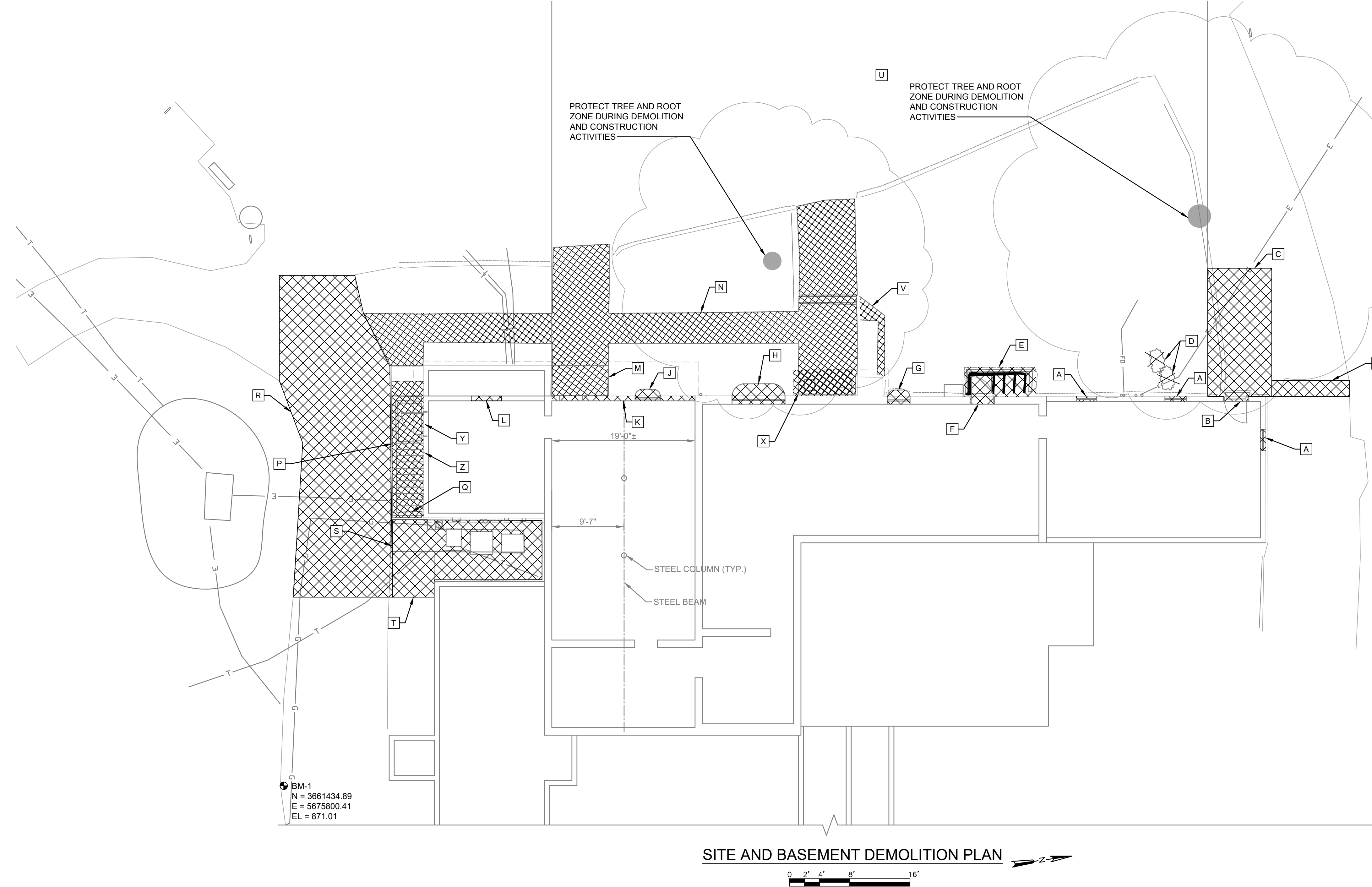
GENERAL
STANDARD NOTES AND SYMBOLS - 1

BUNKER HILL FOUNDATION REPAIR PROJECT
CITY OF DUBUQUE
DUBUQUE COUNTY, IOWA

JOB NO.
1154.129
PROJECT MGR.
EVAN J. CONSTANT



SHEET
2
G0.2



- GENERAL NOTES:**
- SEE SPECIFICATIONS FOR GENERAL DEMOLITION REQUIREMENTS.
 - SEE SPECIFICATIONS FOR CONSTRUCTION SEQUENCE.
 - DRAWINGS DO NOT NECESSARILY INDICATE ALL ITEMS REQUIRING DEMOLITION, REMOVAL, OR PATCHING. ALL DEMOLITION REMOVAL, REMOVAL, CUTTING, PATCHING AND OTHER WORK NECESSARY TO ACCOMMODATE NEW CONSTRUCTION SHALL BE INCLUDED IN CONTRACT.
 - WHERE DEMOLITION EXPOSES EXISTING REINFORCEMENT AND/OR PRODUCES A ROUGH CONCRETE SURFACE, BURN BACK REINFORCING 2 INCHES AND PATCH SURFACE WITH NON-SHRINK GROUT.
 - PATCH ANY HOLES OR OPENINGS IN EXTERIOR WALLS OR FLOOR SLABS WATERTIGHT FROM REMOVED FASTENERS, AND OTHER APPURTENANCES.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF EXISTING INFORMATION AS REQUIRED FOR BIDDING AND NEW CONSTRUCTION.
 - LOCATIONS OF EXISTING EQUIPMENT, UNDERGROUND UTILITIES, PIPING, OR CONDUIT SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF ALL EXISTING COMPONENTS IN ORDER TO PERFORM THE CONSTRUCTION SHOWN ON THE DRAWINGS.
 - NOT ALL EQUIPMENT, UNDERGROUND UTILITIES, PIPING, OR CONDUIT IS SHOWN. ALL LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES, PIPING, EQUIPMENT, AND CONDUIT.
 - DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN 14-CALENDAR DAYS OF THE END OF ACTIVE DISTURBANCE, OR RE-DISTURBANCE.
 - TEMPORARILY SUPPORT ALL EQUIPMENT, UNDERGROUND UTILITIES, PIPING, CONDUIT, AND STRUCTURES AS NECESSARY DURING DEMOLITION AND CONSTRUCTION ACTIVITIES.
 - CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL SHORING AND TEMPORARY SUPPORT OF EXISTING STRUCTURE DURING DEMOLITION AND CONSTRUCTION ACTIVITIES.

- DEMOLITION KEY NOTES:**
- A** REMOVE EXISTING WINDOW AND FRAME AND PREPARE FOR NEW WINDOW. EXISTING ROUGH OPENING IS APPROXIMATELY 37 1/4" BY 37 1/4".
 - B** REMOVE EXISTING DOOR AND FRAME AND PREPARE FOR NEW DOOR. EXISTING ROUGH OPENING IS APPROXIMATELY 39 1/2" BY 82".
 - C** REMOVE ASPHALT AND CONCRETE THRESHOLD DOWN TO DOOR SILL AND PREPARE FOR NEW CONCRETE RAMP. SALVAGE TIMBER CURB FOR REUSE.
 - D** REMOVE EXISTING SHRUBS.
 - E** ENTIRELY REMOVE EXISTING EXTERIOR CONCRETE STAIRS AND RAILING INCLUDING CONCRETE WALL, STEEL RAILING, AND WOOD TREADS.
 - F** REMOVE EXISTING DOOR AND FRAME AND PREPARE FOR CAST-IN-PLACE CONCRETE INFILL. EXISTING ROUGH OPENING IS APPROXIMATELY 49" BY 79 1/2".
 - G** REMOVE EXISTING WINDOW, FRAME, AND METAL WINDOW WELL AND PREPARE FOR CAST-IN-PLACE CONCRETE INFILL. EXISTING ROUGH OPENING IS APPROXIMATELY 48" BY 46".
 - H** REMOVE EXISTING WINDOW, FRAME, AND METAL WINDOW WELL AND PREPARE FOR CAST-IN-PLACE CONCRETE INFILL. EXISTING ROUGH OPENING IS APPROXIMATELY 88" BY 46".
 - J** REMOVE EXISTING WINDOW, FRAME, AND METAL WINDOW WELL. EXISTING ROUGH OPENING IS APPROXIMATELY 48" BY 46".
 - K** REMOVE APPROXIMATELY 19 FEET OF CMU FOUNDATION WALL AND BASE SLAB AND PREPARE FOR NEW CAST-IN-PLACE CONCRETE FOUNDATION WALL. CONFIRM FINAL REMOVAL LIMITS DURING CONSTRUCTION WITH ENGINEER. CONTRACTOR SHALL TEMPORARILY SUPPORT STRUCTURE ABOVE WALL DURING CONSTRUCTION. SEE CONSTRUCTION DRAWINGS FOR DETAILS.
 - L** REMOVE DAMAGED CMU AT VERTICAL FACES OF OPENING IN CMU WALL AND PREPARE FOR NEW BLOCKS TO CONSTRUCT A 48" WIDE OPENING.
 - M** ENTIRELY REMOVE CONCRETE STOOP.
 - N** REMOVE CONCRETE SIDEWALK.
 - P** ENTIRELY REMOVE EXISTING EXTERIOR WOODEN STAIR INCLUDING STRINGERS, TREADS, RAILING, AND ANCHORS. HANDRAIL IN CONCRETE STAIRWELL TO REMAIN.
 - Q** REMOVE CONCRETE CURB FOR WIDTH OF STAIRS SO THAT TOP STEP IS FLUSH WITH FINISHED GRADE.
 - R** REMOVE ASPHALT PAVEMENT AS NECESSARY FOR GRADING AND CONSTRUCTION ACTIVITIES.
 - S** REMOVE CONCRETE SIDEWALK. TEMPORARILY SUPPORT OR REMOVE TWO ACCU'S AND ONE COOLER CONDENSER FOR REGRADING ACTIVITIES IN AREA. CONTRACTOR TO PROVIDE TEMPORARY UTILITY AS NECESSARY.
 - T** REMOVE TOPSOIL AND ADJUST GRADE TO SLOPE AWAY FROM BUILDING AND DIRECT WATER TO THE SOUTHEAST PER GRADING SHEET DETAILS.
 - U** EXCAVATE EXISTING GRADE DOWN TO TOP OF FOOTING/BASE OF WALL IN FRONT OF BUILDING FOR APPLICATION OF FLUID APPLIED WATERPROOFING. INSTALLATION OF PIPE UNDERDRAIN, AND FOUNDATION WALL RECONSTRUCTION. TEMPORARILY SUPPORT OR RELOCATE ALL UTILITIES AND ITEMS DURING EXCAVATION AND BACKFILLING OPERATIONS. RETURN GRADE TO NEAR PRECONSTRUCTION ELEVATIONS, OR AS NOTED ON THE GRADING DRAWING. PROTECT EXISTING FOUNDATIONS FROM UNDERMINING DURING WORK.
 - V** REMOVE AND SALVAGE RETAINING WALL BLOCKS FOR OWNER RE-USE.
 - W** REMOVE ASPHALT PAVEMENT AND SUBGRADE AS NECESSARY FOR INSTALLATION OF STORM WATER DRAINAGE PIPING.
 - X** REMOVE SOUTHERN PORTION OF ROOF OVERHANG AND COLUMN. PROVIDE OVERHANG ON THE NORTH SIDE OF THE UTILITY CHASE. SALVAGE FASCIA, SOFFIT, AND FLASHING AND INCORPORATE INTO NEW SOUTHERN FACE OF OVERHANG.
 - Y** REMOVE DOOR AND FRAME AND PREPARE FOR NEW DOOR. EXISTING ROUGH OPENING IS APPROXIMATELY 40" BY 82".
 - Z** REMOVE GUTTER, FASCIA, SOFFIT, AND FLASHING ALONG THE SOUTH EDGE OF THE BUILDING AS NECESSARY FOR THE CONSTRUCTION OF THE STAIR ENCLOSURE. TAKE CARE TO NOT DAMAGE THE ROOF STRUCTURE TO REMAIN.

LEGEND:

XXXXXX ITEMS TO BE DEMOLISHED OR REMOVED

DATE:	2/17/2025								
NO.	A								
REVISIONS	FOR COUNCIL APPROVAL								

DEMOLITION

SITE AND BASEMENT DEMOLITION PLAN

BUNKER HILL FOUNDATION REPAIR PROJECT

CITY OF DUBUQUE

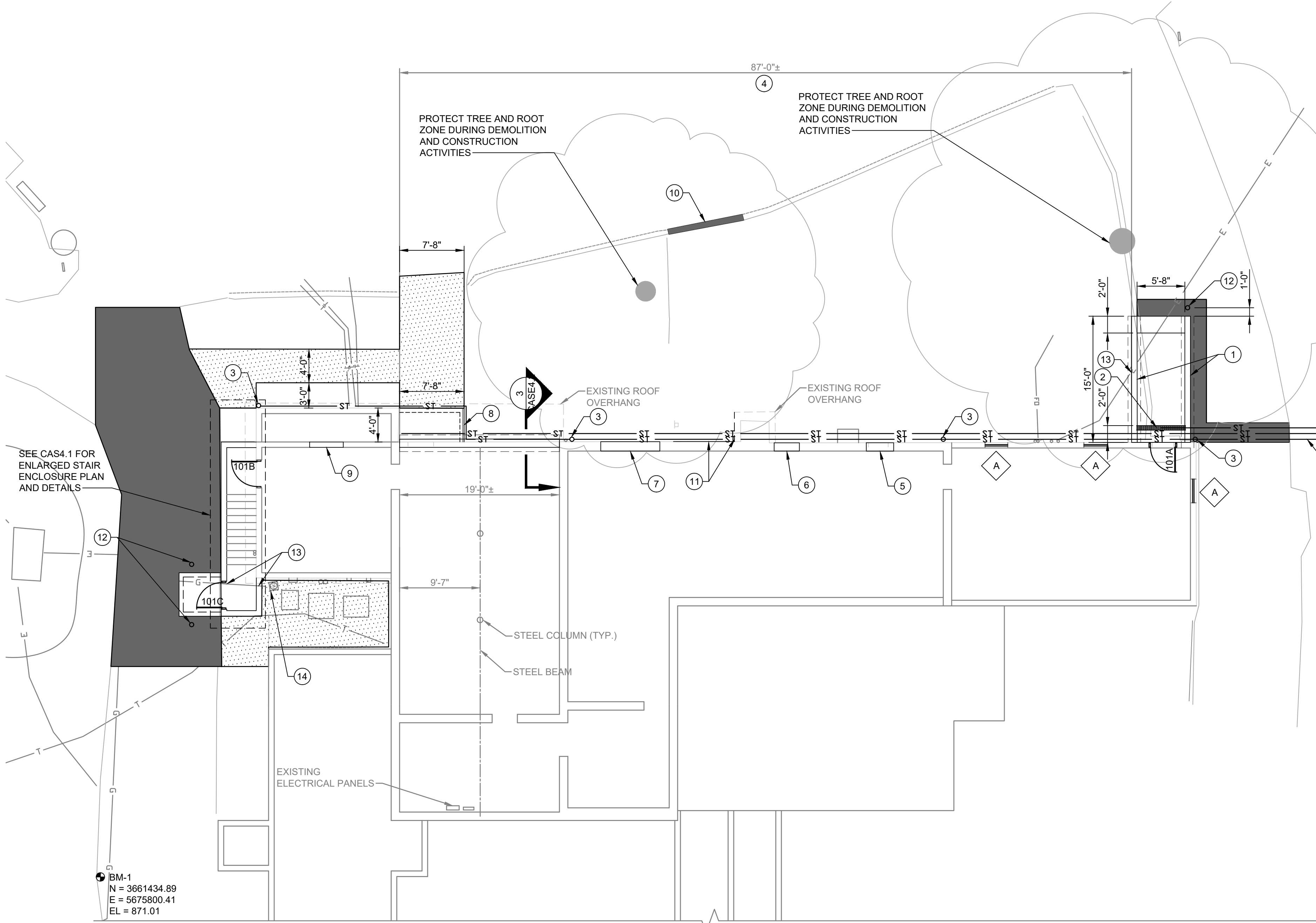
DUBUQUE COUNTY, IOWA

JOB NO.
1154.129

PROJECT MGR.
EVAN J. CONSTANT

STRAND ASSOCIATES®

SHEET
6
D1.1



- GENERAL NOTES:
1. ALL FINISH LANDSCAPING TO BE PERFORMED BY OWNER.
 2. CONTRACTOR SHALL VERIFY DIMENSIONS OF ALL OPENINGS TO RECEIVE NEW DOORS AND WINDOWS.

- GENERAL NOTES:
- 1 CONCRETE RAMP PER DETAIL (K/CAS5.01).
 - 2 TRENCH DRAIN IN SLAB PER DETAIL (L/CASE5.01).
 - 3 6" DIAMETER VERTICAL PVC PIPE AT EXISTING DOWNSPOUT. TERMINATE 12" ABOVE FINISHED GRADE AND TRANSITION EXISTING DOWNSPOUT TO VERTICAL PIPE WITH DOWNSPOUT SEE DETAIL (D/CAS5.01) FOR DOWNSPOUT/STORM SEWER DETAIL.
 - 4 APPLY FLUID APPLIED WATERPROOFING MEMBRANE TO OUTSIDE FACE OF FOUNDATION WALL FROM BASE OF WALL TO 1' BELOW FINISHED GRADE.
 - 5 INFILL EXISTING 49" WIDE BY 79 1/2" HIGH BY 16" THICK OPENING IN LIMESTONE FOUNDATION WALL WITH REINFORCED CONCRETE. PROVIDE #5@12" ADHESIVE ANCHOR DOWELS AROUND PERIMETER OF OPENING, CENTERED IN WALL AND EMBEDDED 4" MINIMUM INTO LIMESTONE FOUNDATION WALL OR SLAB. EXTEND HORIZONTALLY PLACED DOWELS 2'-2" INTO OPENING AND VERTICAL DOWELS 1'-9" INTO OPENING. FOR CONCRETE INFILL, PROVIDE #5@12", EACH WAY, EACH FACE IN WALL. ROUGHEN JOINTS BETWEEN NEW CONCRETE AND LIMESTONE WALL AND APPLY BONDING AGENT AND CONTINUOUS HYDROPHILIC WATERSTOP AROUND OPENING CENTERED IN WALL.
 - 6 INFILL EXISTING 48" WIDE BY 46" HIGH BY 16" THICK OPENING IN LIMESTONE FOUNDATION WALL WITH REINFORCED CONCRETE. PROVIDE #5@12" ADHESIVE ANCHOR DOWELS AROUND PERIMETER OF OPENING, CENTERED IN WALL AND EMBEDDED 4" MINIMUM INTO LIMESTONE FOUNDATION WALL. EXTEND HORIZONTALLY PLACED DOWELS 2'-2" INTO OPENING AND VERTICAL DOWELS 1'-9" INTO OPENING. FOR CONCRETE INFILL, PROVIDE #5@12", EACH WAY, EACH FACE IN WALL. ROUGHEN JOINTS BETWEEN NEW CONCRETE AND LIMESTONE WALL AND APPLY BONDING AGENT AND CONTINUOUS HYDROPHILIC WATERSTOP AROUND OPENING, CENTERED IN WALL.
 - 7 INFILL EXISTING 88" WIDE BY 46" HIGH BY 16" THICK OPENING IN LIMESTONE FOUNDATION WALL WITH REINFORCED CONCRETE. PROVIDE #5@12" ADHESIVE ANCHOR DOWELS AROUND PERIMETER OF OPENING, CENTERED IN WALL AND EMBEDDED 4" MINIMUM INTO LIMESTONE FOUNDATION WALL. EXTEND HORIZONTALLY PLACED DOWELS 2'-2" INTO OPENING AND VERTICAL DOWELS 1'-9" INTO OPENING. FOR CONCRETE INFILL, PROVIDE #5@12", EACH WAY, EACH FACE IN WALL. ROUGHEN JOINTS BETWEEN NEW CONCRETE AND LIMESTONE WALL AND APPLY BONDING AGENT AND CONTINUOUS HYDROPHILIC WATERSTOP AROUND OPENING, CENTERED IN WALL.
 - 8 CONCRETE STOOP PER DETAIL (F/CAS5.01).
 - 9 PROVIDE NEW CMU BLOCKS TO CREATE A 48" WIDE OPENING. TOOTH IN NEW BLOCKS AND PROVIDE END BLOCKS TO CREATE A VERTICAL JAMB AT THE EDGES OF OPENING.
 - 10 PROVIDE MOUNDED ASPHALT CURB TO MATCH EXISTING ADJACENT ASPHALT CURBS.
 - 11 RECONSTRUCT SOUTH FACE OF OVERHANG AT UTILITY CHASE TO MATCH THE NORTH OVERHANG USING RECLAIMED MATERIALS. PROVIDE SIDING TO MATCH EXISTING WHERE THE OVERHANG WAS REMOVED FROM THE SIDE OF THE BUILDING.
 - 12 BOLLARD PER DETAIL (H/CASE5.1).
 - 13 PROVIDE PVC SLEEVE THROUGH NEW FOUNDATION WALL WITH AN INSIDE DIAMETER LARGER THAN THE UTILITY OUTSIDE DIAMETER SO THAT THE UTILITY MAY PASS THROUGH WALL CONSTRUCTION.
 - 14 ROTATE GAS METER OR RELOCATE AS NECESSARY FOR STAIR ENCLOSURE CONSTRUCTION. CONTRACTOR SHALL COORDINATE AS NECESSARY WITH UTILITY OWNER.

- LEGEND:
- NEW ASPHALT PAVEMENT
 - NEW SIDEWALK/CONCRETE PAVEMENT

CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL
SITE, BASEMENT, AND UTILITY PLAN

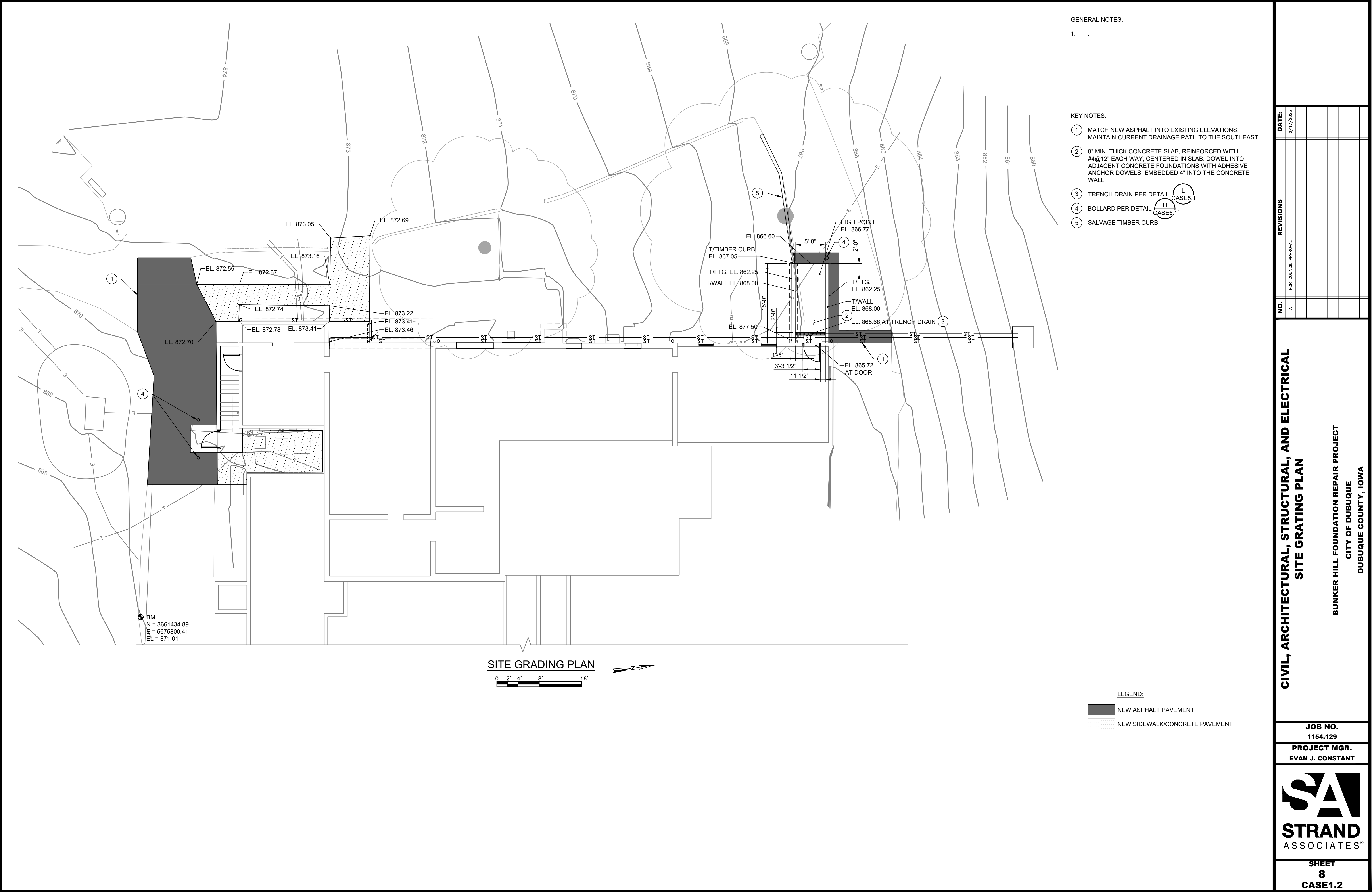
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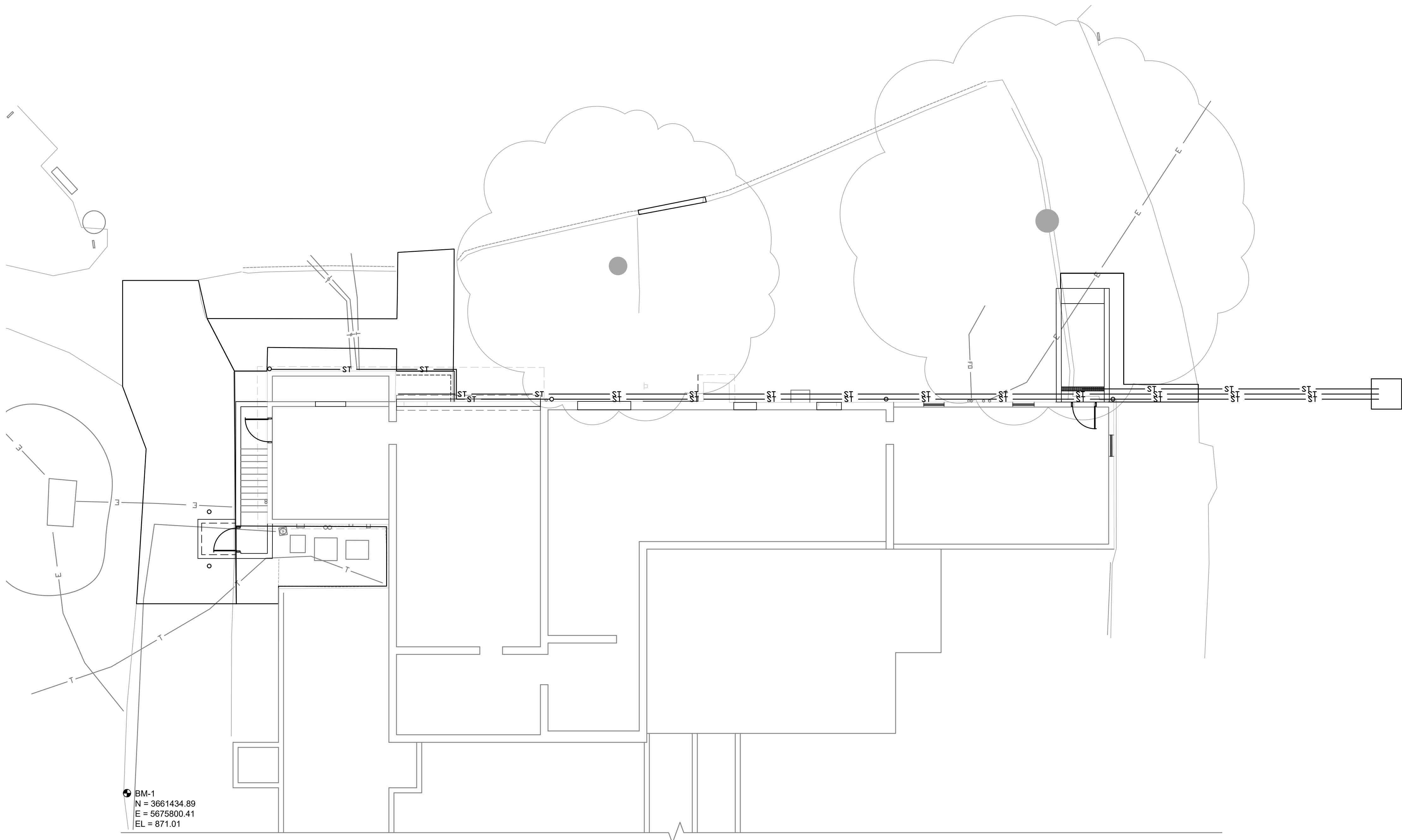
JOB NO.
1154.129

PROJECT MGR.
EVAN J. CONSTANT

STRAND ASSOCIATES®

SHEET
7
CASE1.1





- GENERAL NOTES:
- CONTRACTOR SHALL COMPLY WITH THE CITY OF DUBUQUE STORMWATER AND EROSION CONTROL REQUIREMENTS.

**CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL
SITE EROSION CONTROL AND RESTORATION PLAN**

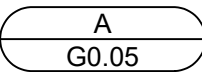
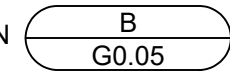
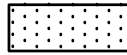
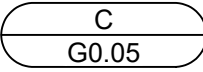
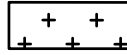
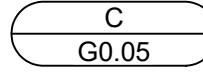
**BUNKER HILL FOUNDATION REPAIR PROJECT
CITY OF DUBUQUE
DUBUQUE COUNTY, IOWA**

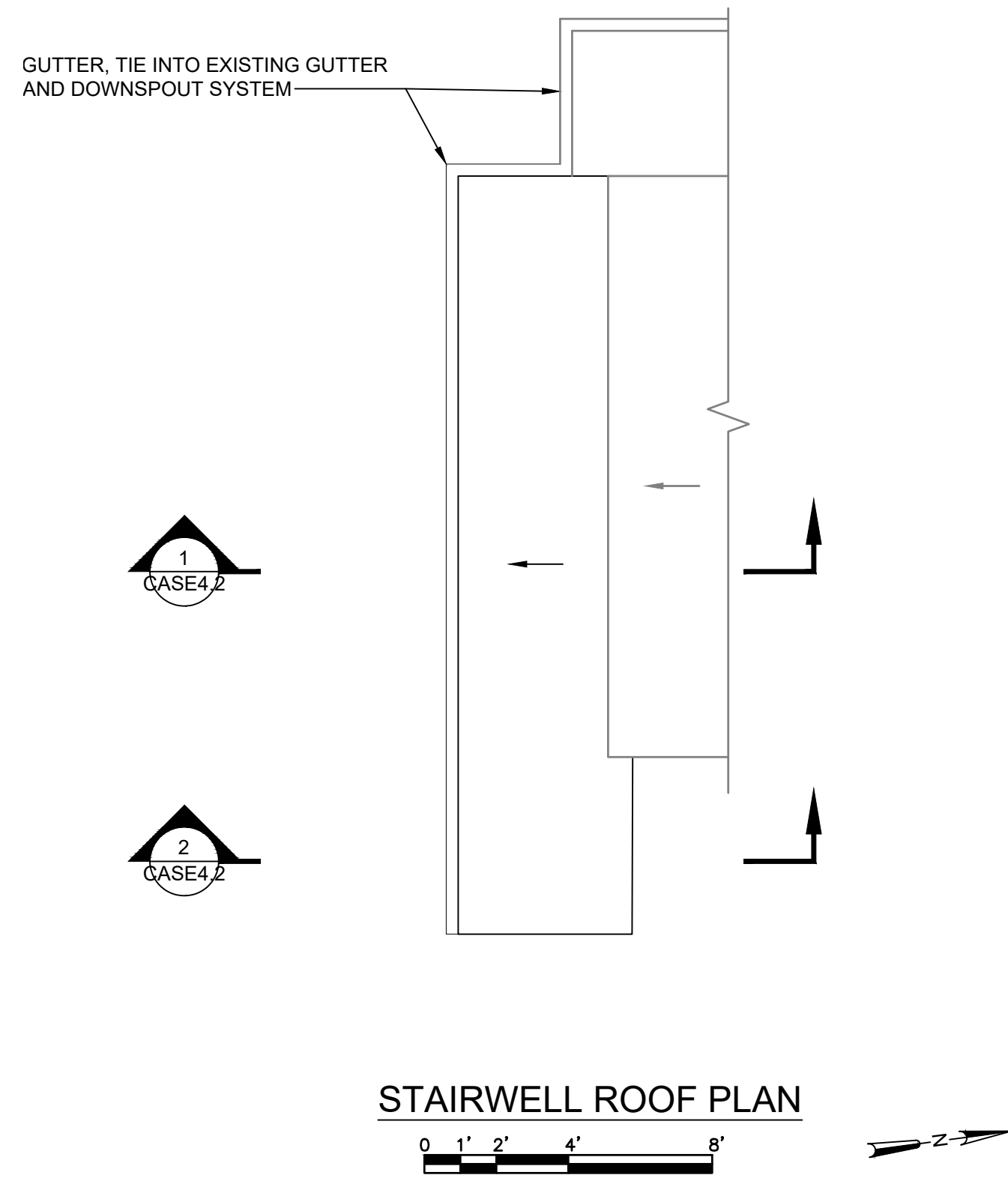
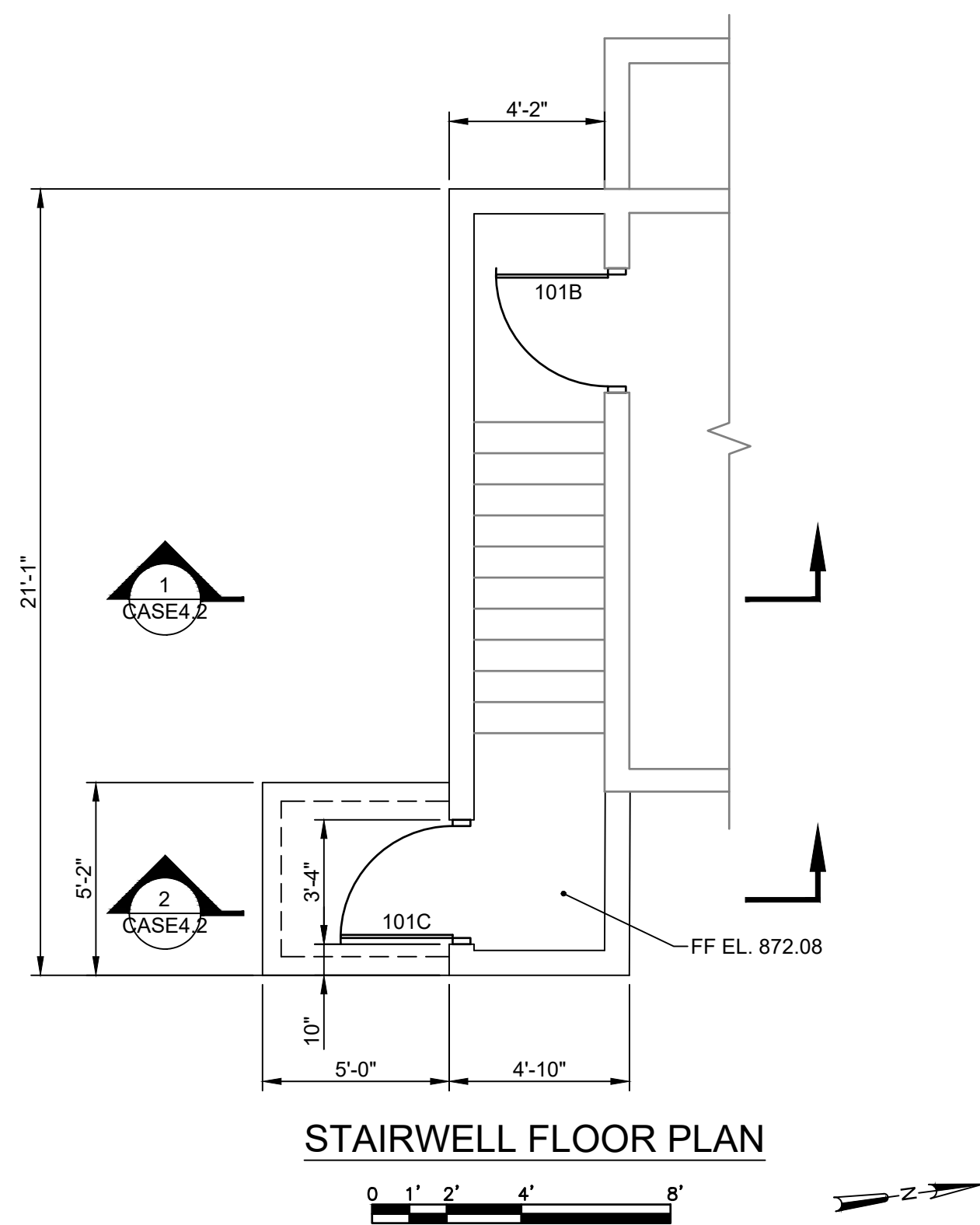
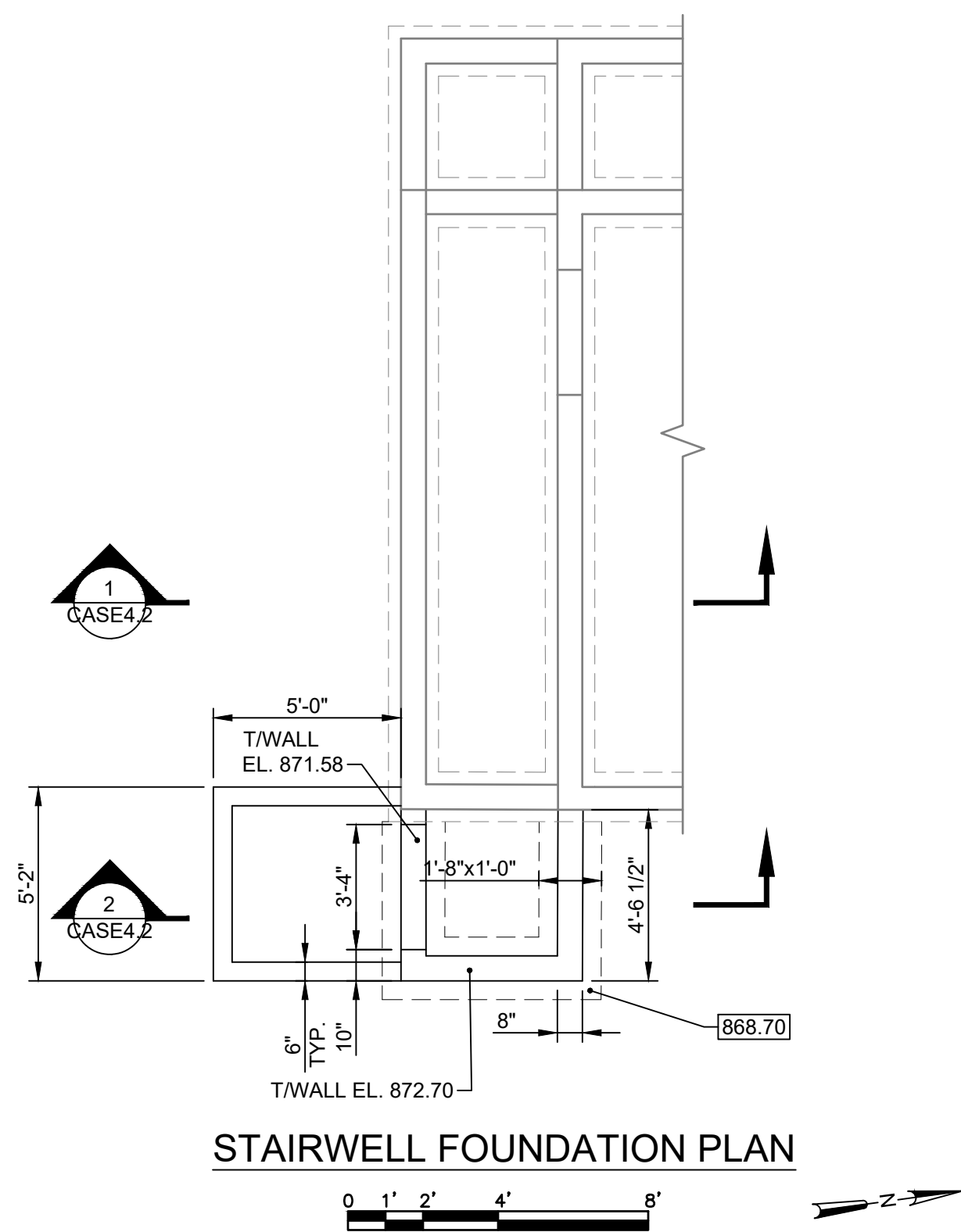
**JOB NO.
1154.129**

**PROJECT MGR.
EVAN J. CONSTANT**



**SHEET
9
CASE1.3**

- EROSION CONTROL LEGEND:**
-  SILT FENCE  **A**
G0.05
 -  INLET PROTECTION  **B**
G0.05
 -  WISDOT URBAN, TYPE A EROSION MAT
(ALL AREAS 3:1 SLOPE OR FLATTER)  **C**
G0.05
 -  WISDOT CLASS 1, TYPE B EROSION MAT
(SWALE AND DOWNSPOUT AREAS)  **C**
G0.05
 -  SURFACE FLOW DIRECTION



CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL
ENLARGED PLANS

BUNKER HILL FOUNDATION REPAIR PROJECT
CITY OF DUBUQUE
DUBUQUE COUNTY, IOWA

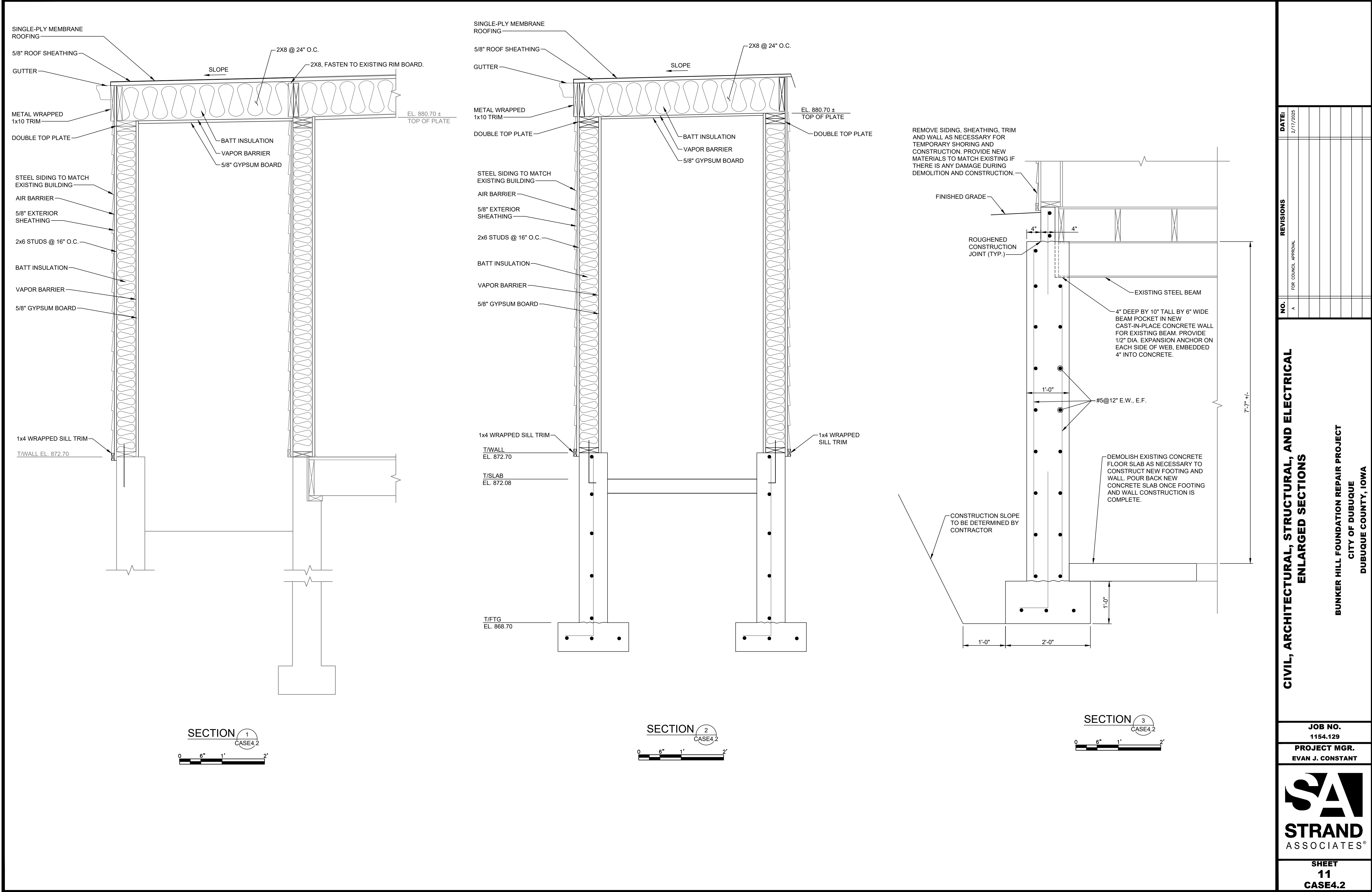
JOB NO.
1154.129

PROJECT MGR.
EVAN J. CONSTANT

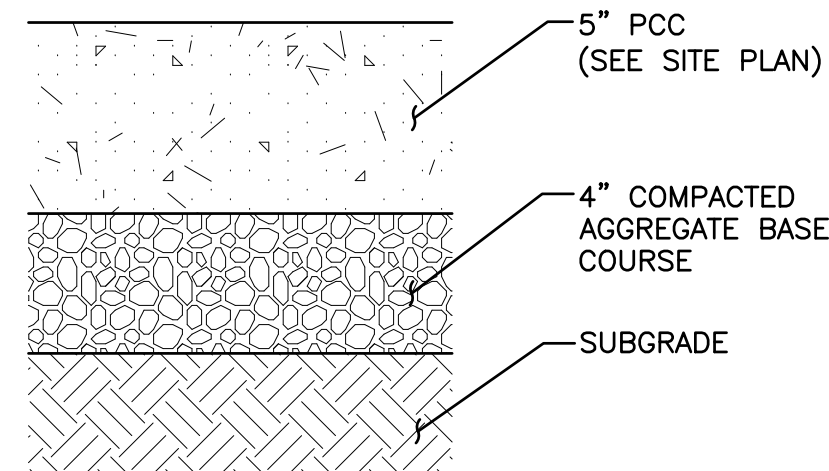
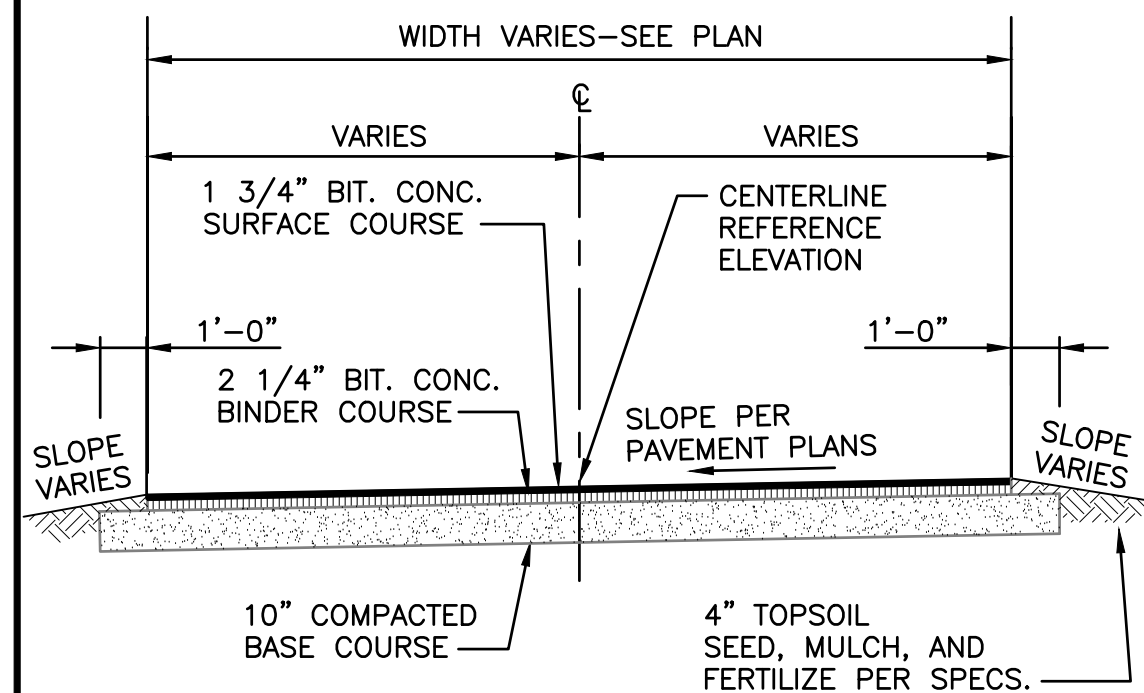
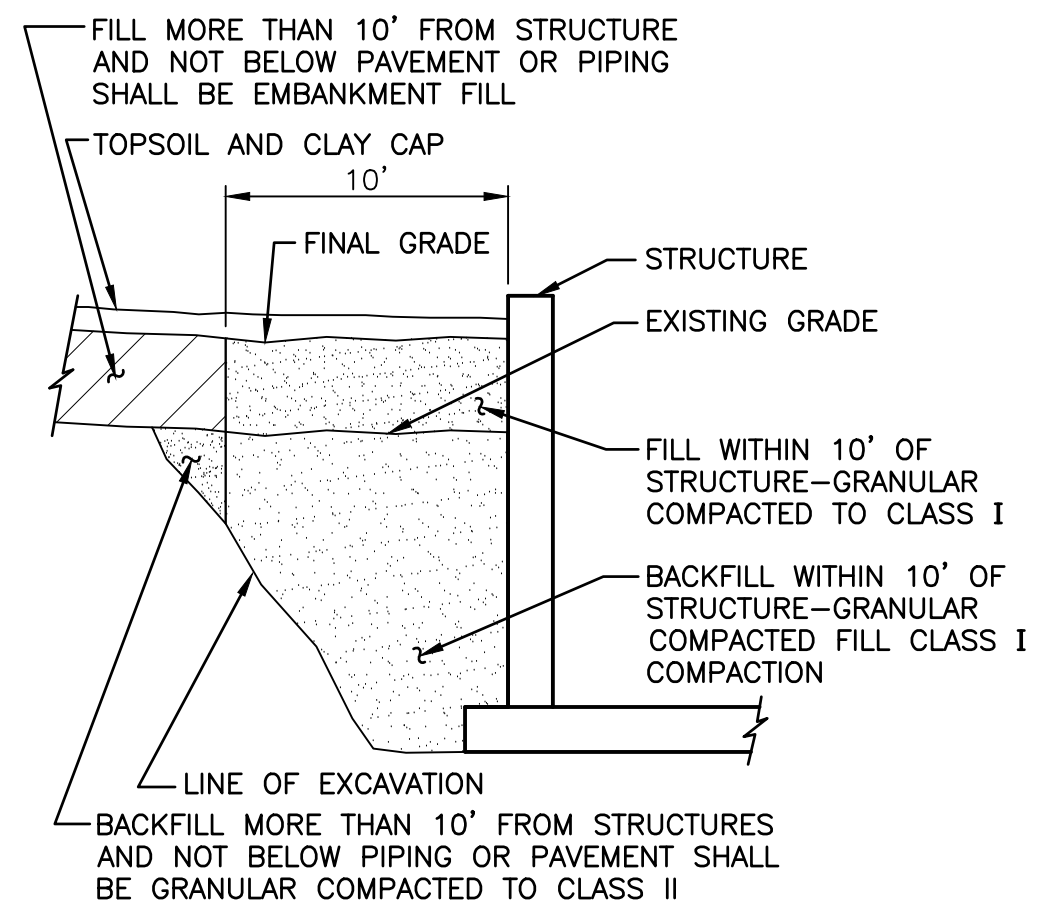


SHEET
10
CASE4.1

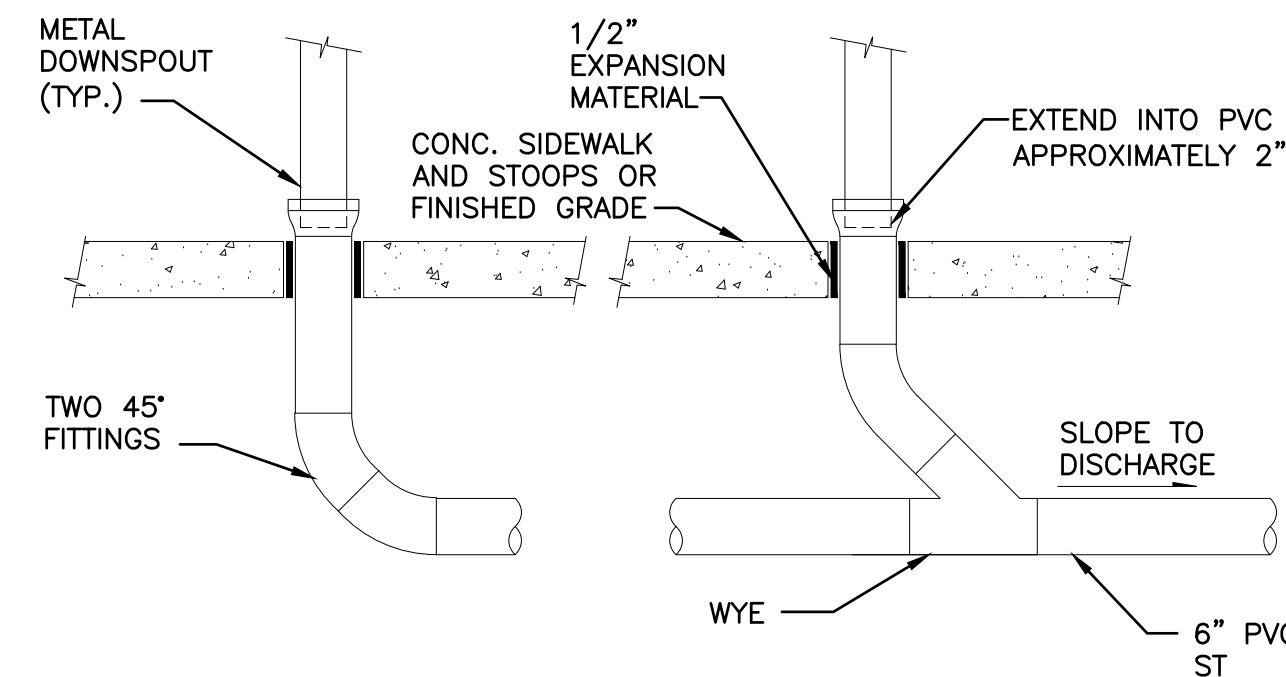
NO.	REVISIONS	DATE
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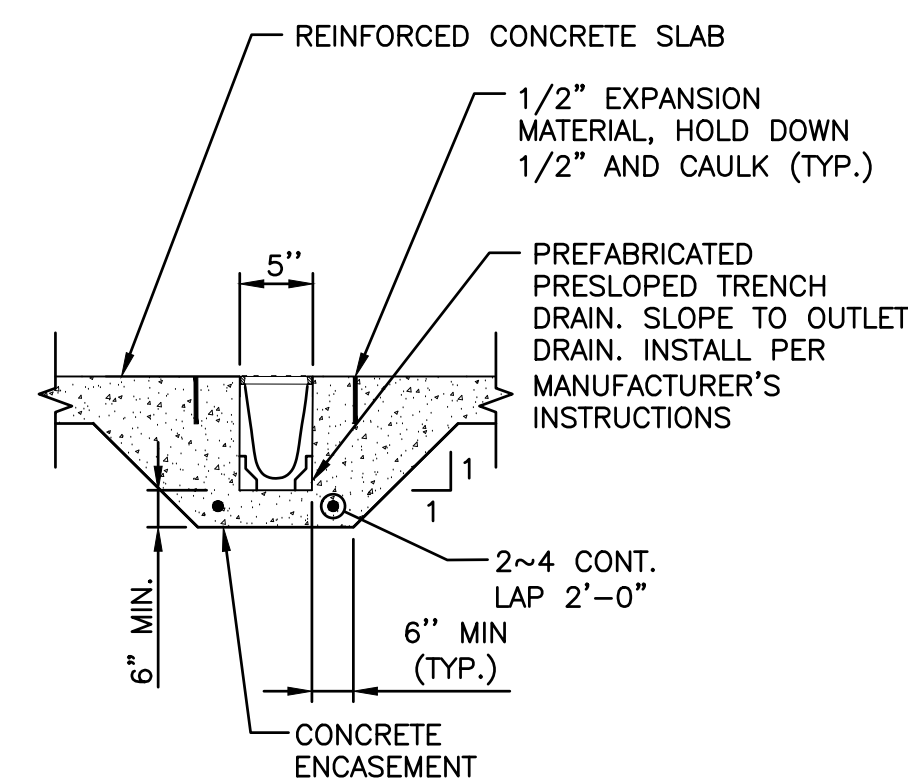
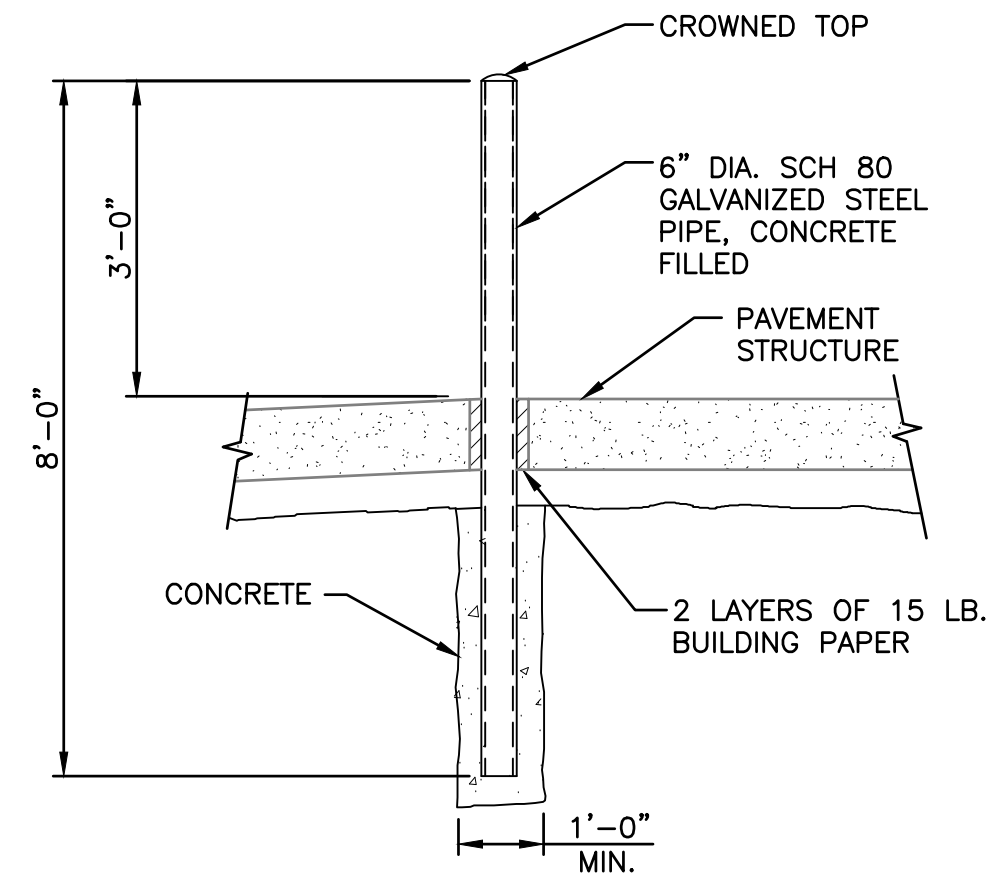
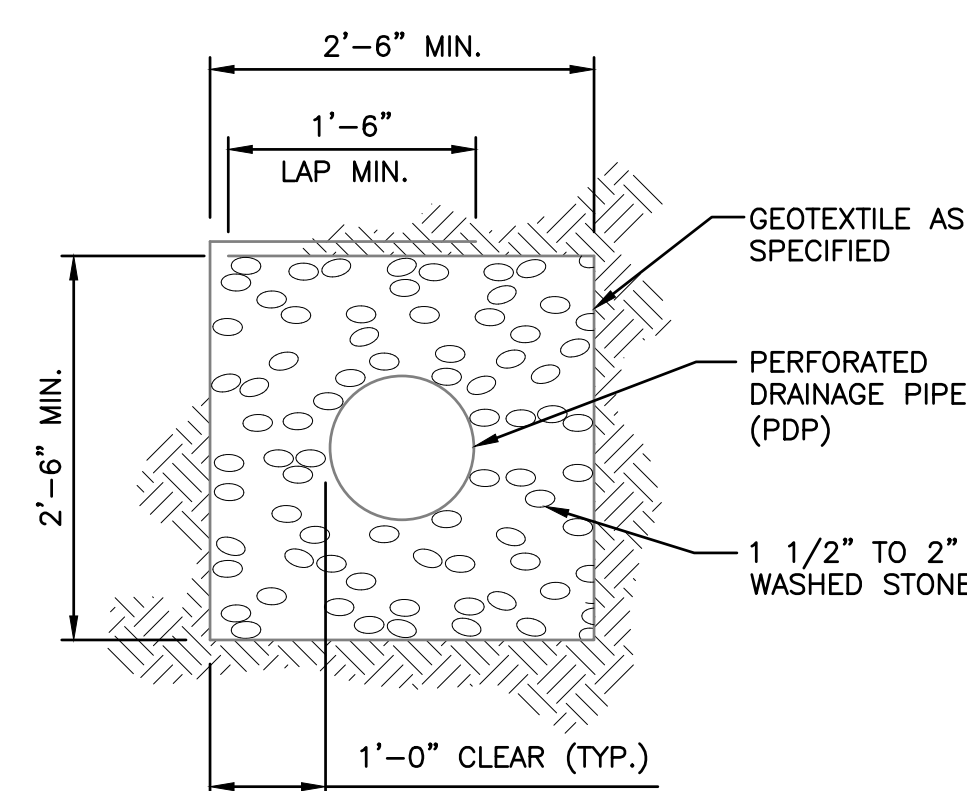
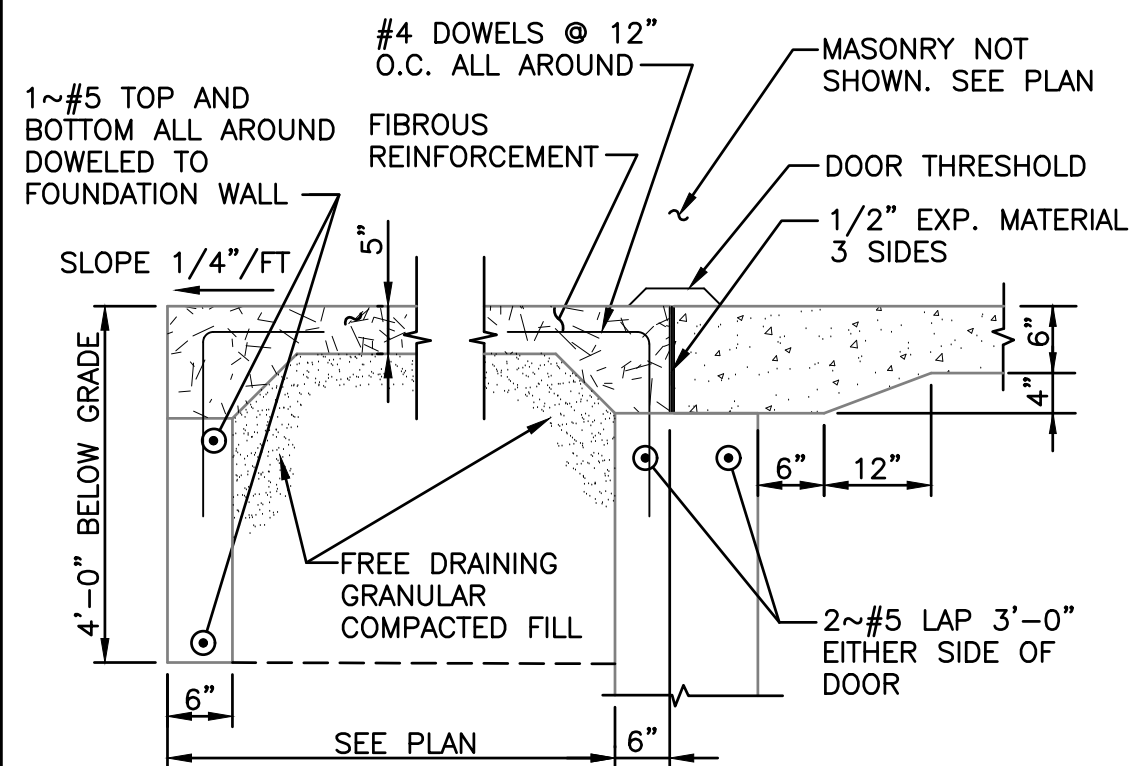
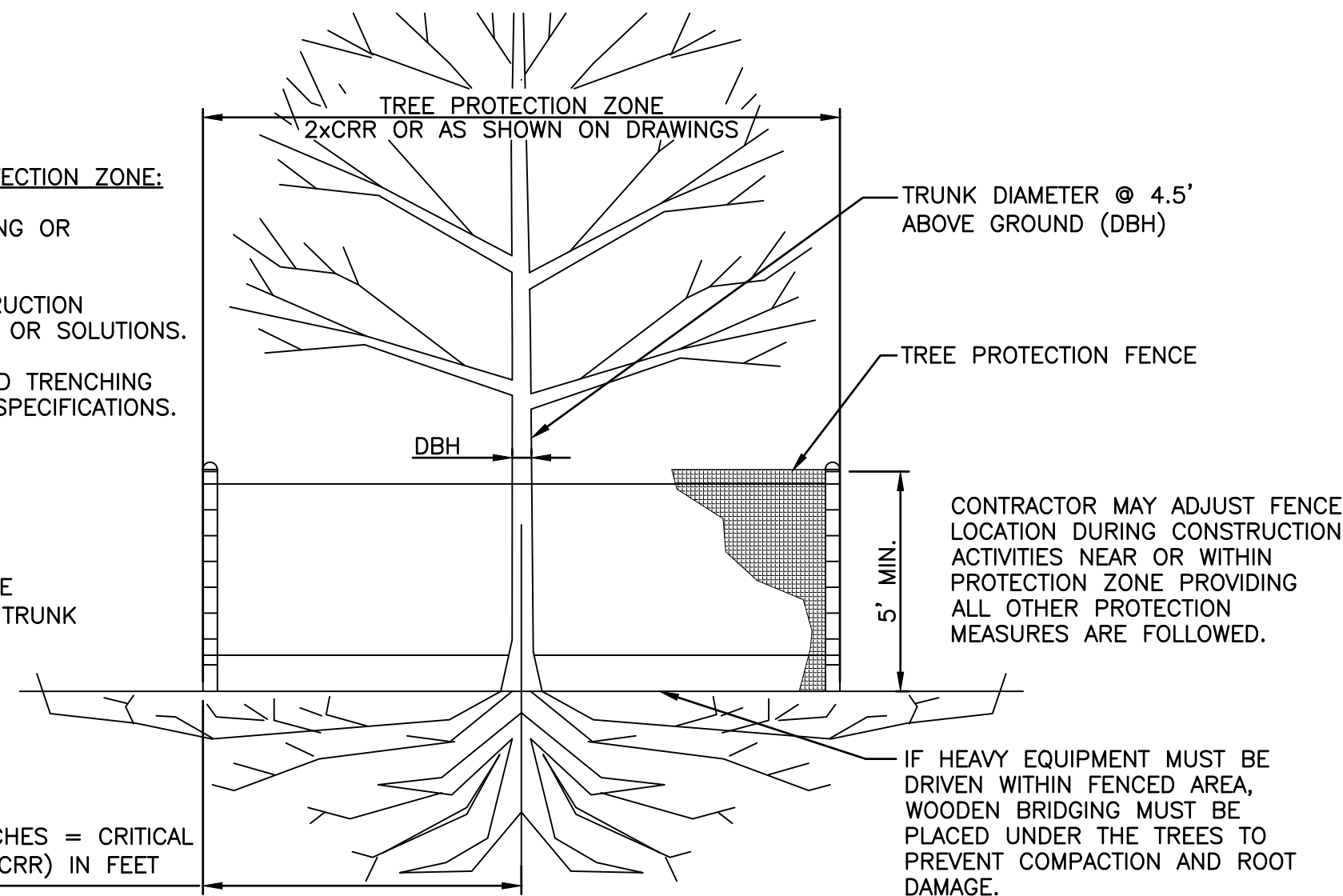
DATE:		2/17/2025																	
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CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL		ENLARGED SECTIONS																	
BUNKER HILL FOUNDATION REPAIR PROJECT		CITY OF DUBUQUE																	
DUBUQUE COUNTY, IOWA																			
JOB NO.		1154.129																	
PROJECT MGR.		EVAN J. CONSTANT																	
SHEET		11																	
CASE4.2																			



- NOTES:**
1. PROVIDE CONTROL JOINTS AND CONSTRUCTION JOINTS PER SPECIFICATIONS.
 2. 1/2-INCH THICK ASPHALTIC EXPANSION JOINT MATERIAL SHALL BE PLACED AT SIDEWALK-DRIVEWAY INTERSECTIONS, BETWEEN SIDEWALKS AND BUILDINGS, BETWEEN BACK OF CURB AND SIDEWALK, AT INTERSECTION BETWEEN NEW OR EXISTING CURB AND GUTTER, AROUND ALL CASTINGS, AND AT MAXIMUM 40-FOOT INTERVALS IN SIDEWALKS. TOP OF EXPANSION JOINT MATERIAL BETWEEN SIDEWALKS AND BUILDINGS SHALL BE HELD DOWN 1/2-INCH AND CAULKED.



- PROHIBITED WITHIN TREE PROTECTION ZONE:**
1. NO CONSTRUCTION STAGING OR MATERIALS STORAGE.
 2. NO DISPOSAL OF CONSTRUCTION MATERIALS, BYPRODUCTS, OR SOLUTIONS.
 3. GRADING EXCAVATION, AND TRENCHING ONLY AS DESCRIBED IN SPECIFICATIONS.

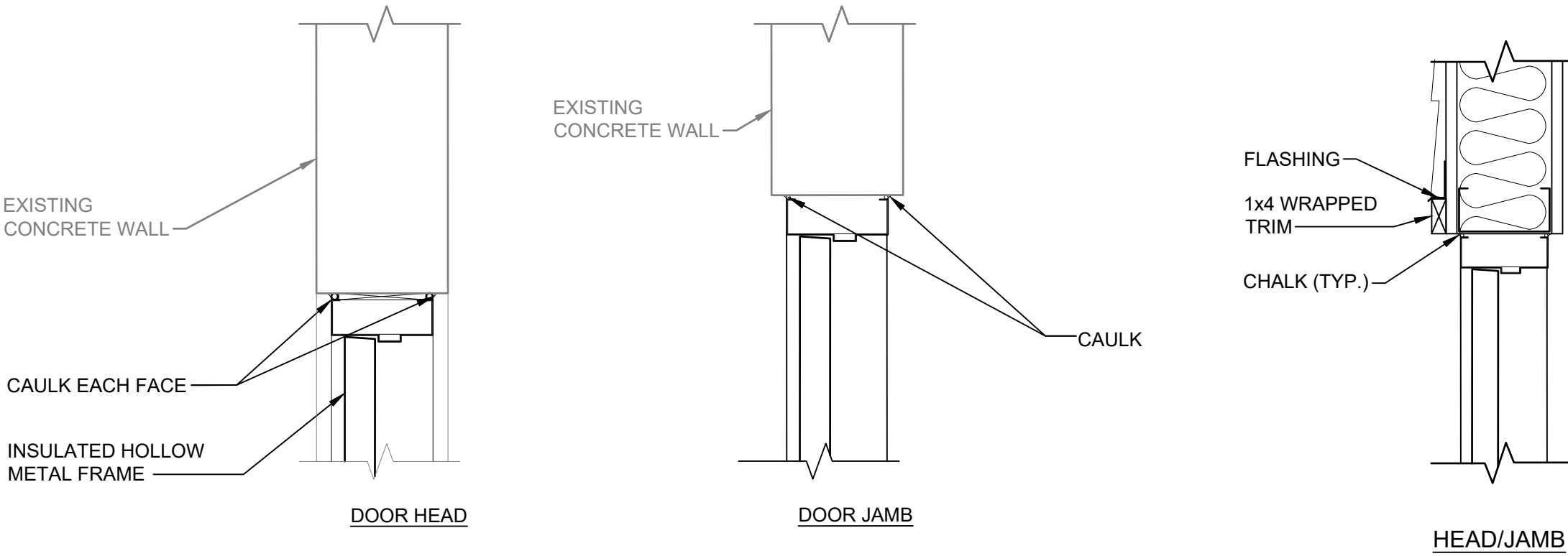


- PREFABRICATED TRENCH DRAIN:**
1. TRENCH DRAIN SHALL BE ACO KLASSIKDRAIN KS100 BY ACO POLYMER PRODUCTS, OR EQUAL.
 2. TRENCH DRAIN CHANNEL SHALL BE MADE OF PRECAST POLYMER CONCRETE. CHANNELS SHALL HAVE A MINIMUM TOP WIDTH OF 5-INCHES, RADIUSSED BOTTOM, MINIMUM CLEAR CHANNEL WIDTH OF 4-INCHES, AND NOMINAL LENGTHS OF 1/2 METER OR 1 METER. ALL CHANNELS SHALL INTERLOCK WITH TONGUE-AND-GROOVE CONNECTIONS. CHANNELS SHALL HAVE A MINIMUM BUILT-IN BOTTOM SLOPE OF 0.5% AND SHALL BE OF ONE PIECE CONSTRUCTION. DRAIN SHALL HAVE A MINIMUM DEPTH OF 4-INCHES, WITH A BOTTOM OUTLET.
 3. CHANNEL RAILS SHALL BE MADE OF STAINLESS STEEL AND GRATES SHALL BE LOAD CLASS A STAINLESS STEEL WITH A SLOTTED CONFIGURATION.
 4. TRENCH DRAIN SHALL COME WITH ALL ACCESSORIES NECESSARY FOR CONSTRUCTION INCLUDING: END PLATES, OUTLET PLATES, LOCKING DEVICES, SEALANT, AND ALL TOOLS REQUIRED FOR CONSTRUCTION.

CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DETAILS

BUNKER HILL FOUNDATION REPAIR PROJECT
CITY OF DUBUQUE
DUBUQUE COUNTY, IOWA

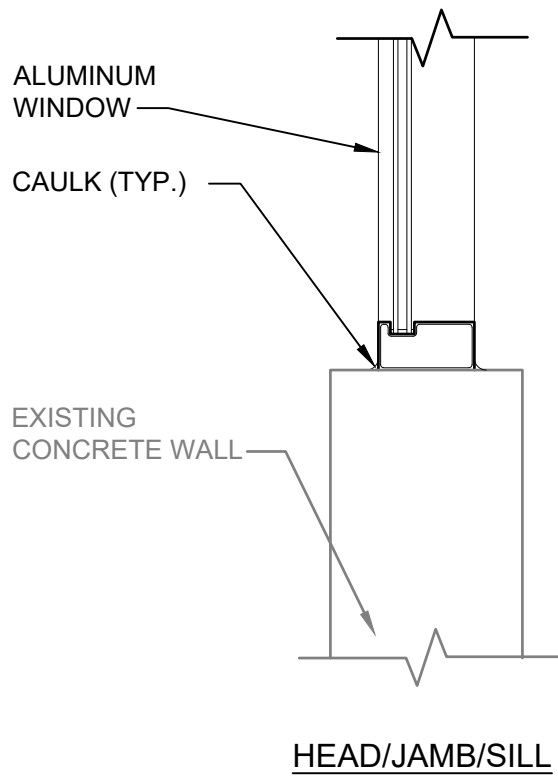
DOOR SCHEDULE																		
DOOR NUMBER	DOOR						FRAME		LABEL	HARDWARE GROUP		LINTEL	DETAILS			NOTES		
	SIZE	MATERIAL	TYPE		SWING		TYPE	MATERIAL				TYPE	HEAD	JAMB	SILL			
			ACTIVE	INACTIVE	ACTIVE	INACTIVE												
101A	3'-0"x6'-8"	IHM	F	-	LH	-	1	HM	-	1	-	EXIST.	A/CASE6.1	A/CASE6.1		1		
101B	3'-0"x6'-8"	IHM	F	-	LHR	-	1	HM	-	3	-	EXIST.	A/CASE6.1	A/CASE6.1		1		
101C	3'-0"x7'-0"	IHM	F	-	LHR	-	1	IHM		2	-	WOOD	B/CASE6.1	B/CASE6.1				
LEGEND:																		
			MATERIAL					TYPE					SWING					
	IHM	=	INSULATED HOLLOW METAL				F	=	FLUSH (NO GLASS)				LH	=	LEFT HAND			
	HM	=	HOLLOW METAL										RH	=	RIGHT HAND			
													LHR	=	LEFT HAND REVERSE			
													RHR	=	RIGHT HAND REVERSE			
NOTES:																		
1. CONTRACTOR SHALL VERIFY DIMENSIONS OF DOOR AND FRAME IN EXISTING OPENING.																		



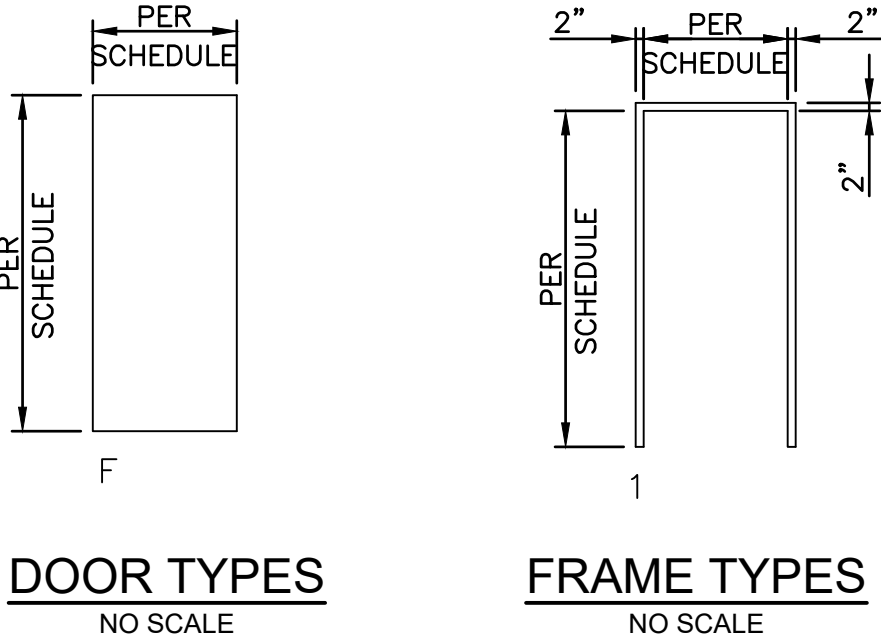
A
CASE6.1
DOOR DETAILS
NO SCALE

B
CASE6.1
DOOR DETAILS
NO SCALE

WINDOW SCHEDULE								
WINDOW DESIGNATION	SIZE (W x H)	SILL ELEVATION	FRAME MATERIAL	GLAZING TYPE	TYPE	SILL / JAMB / HEAD DETAILS	LINTEL TYPE	NOTES
A	FIELD VERIFY	EXIST.	AL	1-IN INSULATING GLASS	FIXED	C/CASE6.1	-	1
LEGEND:								
AL = ALUMINUM EX = EXISTING								
NOTES:								
1. CONTRACTOR SHALL VERIFY DIMENSIONS OF EXISTING WINDOW OPENING.								



C
CASE6.1
WINDOW DETAILS
NO SCALE



MINIMUM LAP LENGTHS FOR REINFORCING BARS IN CONCRETE				
BAR SIZE	WALLS		SLABS	
	VERT. BARS	HORIZ. BARS	TOP MAT BARS	BOTTOM MAT BARS
#4	1'-6"	1'-10"	1'-10"	1'-6"
#5	1'-9"	2'-2"	2'-2"	1'-9"
#6	2'-0"	2'-7"	2'-7"	2'-0"
#7	2'-11"	3'-8"	3'-8"	2'-11"
#8	3'-3"	4'-2"	4'-2"	3'-3"
#9	4'-0"	5'-2"	5'-2"	4'-0"
#10	4'-11"	6'-4"	6'-4"	4'-11"
#11	5'-10"	7'-8"	7'-8"	5'-10"
NOTES:				
1. WHERE TWO BARS OF DIFFERENT SIZE ARE LAPPED, USE LAP LENGTH FOR SMALLER BAR.				
2. USE LAP LENGTHS IN THIS TABLE WHERE LAP LENGTH IS NOT SHOWN ON DRAWING.				
3. TABLE DOES NOT APPLY FOR BEAMS AND COLUMNS.				

FIXTURE SCHEDULE				
Fixture Type	Manufacturer(s)	Model Number	Mounting	Remarks
A	LITHONIA	FML4W-48-AL06-SEF-840-MVOLT	SURFACE	
B	LITHONIA	DSXW1 LED-P3-40K-80CRI-T3M-120-SRM-PE-DBLXD	WALL	

- GENERAL NOTES:
- FOR FILL AND BACKFILL REQUIREMENTS SEE CASE5.1.
 - STRUCTURES WITH CONCRETE TOP SLABS OR SLABS SUPPORTING WALLS SHALL NOT BE BACKFILLED UNTIL SLAB HAS REACHED SPECIFIED 28-DAY STRENGTH.
 - REMOVE AND REPLACE UNSUITABLE SOILS FROM BENEATH STRUCTURES AS DIRECTED BY THE PROJECT SOILS ENGINEER.
 - ALL BELOW-GRADE WALLS WITH EARTH ON ONE SIDE AND OCCUPIABLE SPACES OR EQUIPMENT SPACES ON THE OTHER SHALL HAVE FLUID-APPLIED WATER PROOFING APPLIED TO THE EXTERIOR FACE OF THE WALL.
 - WHERE ADHESIVE ANCHOR DOWELS ARE CALLED OUT ON DRAWINGS, ROUGHEN JOINT SURFACE TO 1/4" AMPLITUDE. PROVIDE BONDING AGENT AND EMBED DOWELS 5" MIN. INTO CONCRETE UNLESS NOTED OTHERWISE. CONCRETE MUST BE CURED MINIMUM 21 DAYS BEFORE ADHESIVE INSTALLATION.
 - PROVIDE MINIMUM CLEAR COVER OVER REINFORCING STEEL PER SPECIFICATIONS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
 - PROVIDE MINIMUM LAP LENGTHS AS SHOWN ON THE LAP LENGTH SCHEDULE ON DRAWING CAS6.1.
 - HORIZONTAL REINFORCING BARS IN WALLS SHALL BE PLACED OUTSIDE OF THE VERTICAL BARS IN WALLS UNLESS SHOWN OTHERWISE.
 - WHERE EXISTING MASONRY OPENINGS ARE TO BE PATCHED WITH NEW MASONRY, TOOTH IN NEW UNITS OR USE WIRE TIES @16" O.C. VERTICALLY TO MATCH JOINT REINFORCING. DRILL INTO EXISTING MASONRY W/ADHESIVE ANCHORS, EMBED 4".
 - FOR DOOR, WINDOW, AND FINISH SCHEDULES SEE DRAWING CAS6.1.

CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL
SCHEDULES

JOB NO.
1154.129
PROJECT MGR.
EVAN J. CONSTANT



SHEET
13
CASE6.1

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE:	Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.1
SUMMARY:	City Manager recommending City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan, Version 2025.1 for the Dubuque Industrial Center Economic Development District and sets a public hearing on the proposed amendment for March 17, 2025. RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.1 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.1 For Said District
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for March 17, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Notice of Hearing 4. Attachment A - Map 5. Attachment D - Legal Description 6. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

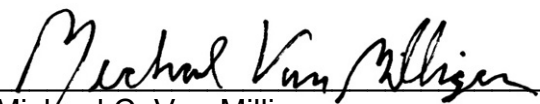
SUBJECT: Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.1

DATE: February 11, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan, Version 2025.1 for the Dubuque Industrial Center Economic Development District and sets a public hearing on the proposed amendment for March 17, 2025.

The proposed Amended and Restated Urban Renewal Plan for the District would remove property from Subarea B of the District.

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 of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.1

DATE: February 11, 2025

INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for March 17, 2025.

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would remove property from Subarea B of the District.

BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q).

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 district 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

This proposed amendment of the Dubuque Industrial Center Economic Development District would result in the removal of property from Subarea B. Due to legislation in 1995, the collection of tax increment in urban renewal areas designated for economic development purposes is limited to 20 years. Subarea B of the District in which this parcel is located had its “TIF sunset” in 2018. If the parcel were to remain in Subarea B, the City would be unable to provide full future economic development incentives. The property will still remain within the Dubuque Industrial Center Economic Development District Urban Renewal Area.

The attached Resolution directs staff to prepare a Version 2025.1 Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District. Additionally, staff is required to hold a consultation process, required by law, with the affected taxing entities concerning the proposed Plan.

A City Council public hearing on the 2025.1 Amended and Restated Urban Renewal Plan will be scheduled for March 17, 2025. The public notice will be published four to twenty days before the meeting to allow for the appropriate publication requirements. This will allow time for preparation of the Plan and the consultation process with the taxing entities.

RECOMMENDATION / ACTION STEP

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan for Dubuque Industrial Center Economic Development District.

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 17th day of March, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa. At said meeting the City Council will consider a proposed Amended and Restated Urban Renewal Plan Version 2025.1 for the Dubuque Industrial Center Economic Development District ("the District"). The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

The proposed Plan Version 2025.1, if approved, would remove property from the District as shown in the proposed Amended and Restated Urban Renewal Plan Version 2025.1.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

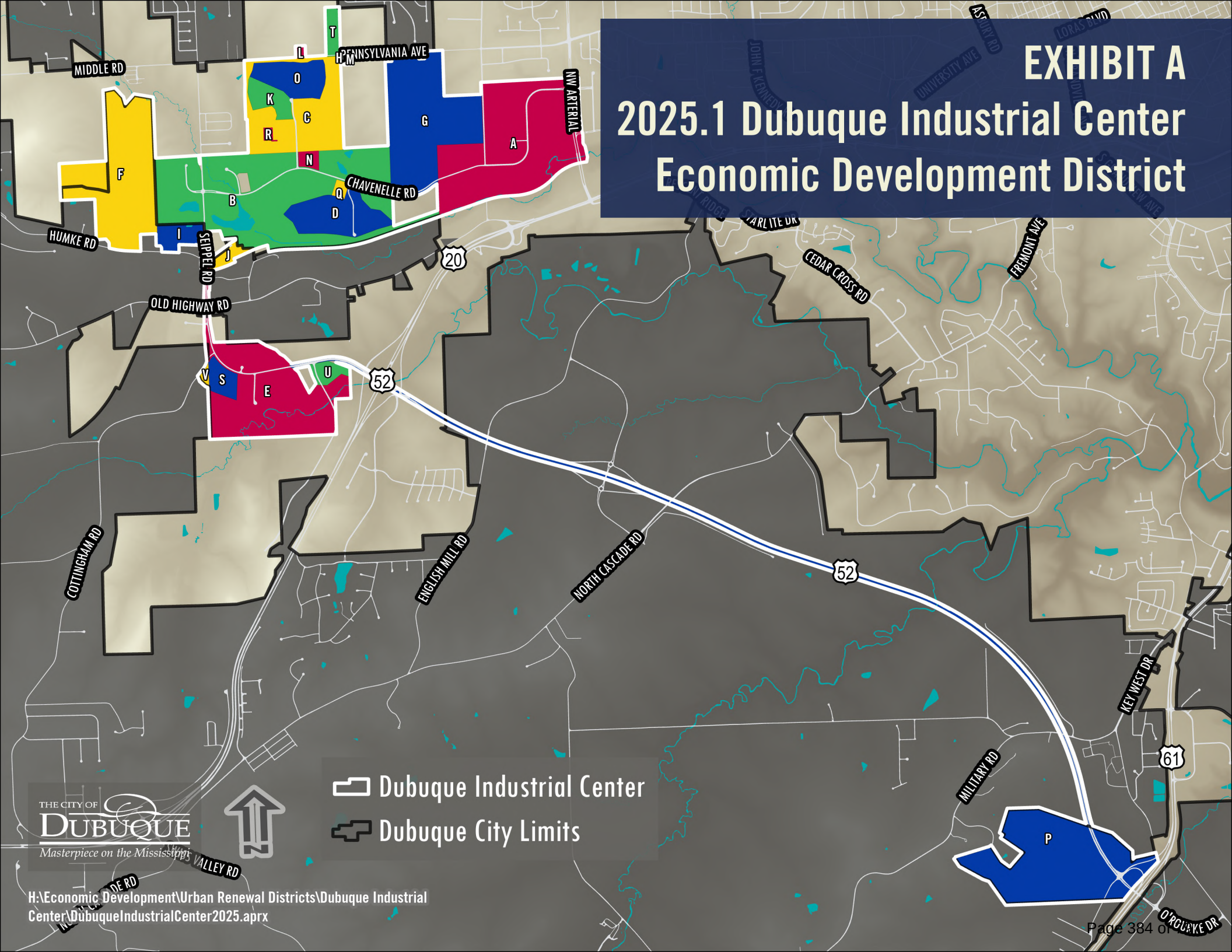
Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 17th day of February, 2025.

Adrienne N. Breitfelder, City Clerk

EXHIBIT A

2025.1 Dubuque Industrial Center Economic Development District



THE CITY OF
DUBUQUE

Masterpiece on the Mississippi

H:\Economic Development\Urban Renewal Districts\Dubuque Industrial
Center\DubuqueIndustrialCenter2025.aprx

 Dubuque Industrial Center
 Dubuque City Limits

ATTACHMENT D

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

(2025.1) Updated February 5, 2025

LEGAL DESCRIPTION:

Subarea A of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center Eighth Addition; and
- All of Lot 1 Dubuque Industrial Center 13th Addition; and
- Lot 2 Dubuque Industrial Center 13th Addition; and
- Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center 11th Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1-3 Dubuque Industrial Center 12th Addition; and
- Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 10th Addition; and
- Lot 2-3 Dubuque Industrial Center 12th Addition; and
- Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 12th Addition; and
- Lot 2 Dubuque Industrial Center Ninth Addition; and
- Lot 2 Dubuque Industrial Center 12th Addition; and
- Lot 2-2 Dubuque Industrial Center Sixth Addition; and
- Lot 3 Dubuque Industrial Center Ninth Addition; and
- Lot 1 Dubuque Industrial Center Sixth Addition; and
- Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
- Lot 2-1 Walter Addition; and
- Lot 2-1 Walter Addition; and
- And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea B of the District consists of the real property legally described as follows:

- Lots 1, 3, 4, 1 of 5, 6 and H of Dubuque Industrial Center West as originally platted; and
- Lots 1, 2, 3, 4, 5, 6, 7, 8, and C of Dubuque Industrial Center West 2nd Addition as originally platted; and
- Lots 1, 2, 3, 4, B, and C of Dubuque Industrial Center West 4th Addition as originally platted; and
- Lots 1 of 1, 1 of 2, 2 of 2, 1 of 3, 2 of 3, A, C, and D of Dubuque Industrial Center West 5th Addition as originally platted; and
- Lot 1 and Lot A of Dubuque Industrial Center West 6th Addition as originally platted; and
- Lots 1, 1 of 2, and 2 of 2 of Dubuque Industrial Center West 7th Addition as originally platted; and
- Lot 2 of 1 of the Southwest Quarter of the Southwest Quarter and Lot 2 of 1 of the Southeast Quarter of the Southwest Quarter all in Section 30, Township 89 North, Range 2 East, 5th Principal Meridian as originally platted; and
- and all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the SE 1/4 of Section 30, the SE 1/4 of the SW 1/4 of Section 30, the NW 1/4 of Section 31, and the NE 1/4 of Section 31 all in T89N, R2E, of the 5th P.M. Dubuque County, Iowa, the centerline of which is more particularly described as follows:
beginning at a point of intersection with the easterly line of the SE 1/4 of Section 30, T89N, R2E, of the 5th P.M., thence southwesterly along the centerline of said railroad 2,700 feet, more or less a point of intersection with the westerly line of the SE 1/4 of said Section 30; thence southwesterly continuing along said centerline 845 feet, more or less, to a point where the railroad right-of-way widens to 200 feet, said point being the terminus of this description; and
- all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the Balance of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter in Section 29, Township 89 North, Range 2 East, 5th Principal Meridian; and
- any adjoining public street right-of-way all in the City of Dubuque, Dubuque County, Iowa.
- Excepting therefrom Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea C of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Second Addition; and
- Lots 2 of Dubuque Industrial Center North First Addition; and
- Lot 3 of Dubuque Industrial Center North First Addition, excepting the following part of said Lot 3:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.; and
- C of Dubuque Industrial Center North First Addition, excepting the following part of said Lot C: Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa; Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning; Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet; Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet; Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa; Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet; Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet; Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet; Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet; Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet; Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet; Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet; Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet; Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet; Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet; Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet; Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- Lot A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and
- Any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea D of the District consists of the real property legally described as follows:

- Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

Subarea E of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
- All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

Subarea F of the District consists of the real property legally described as follows:

- Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
- Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North , Range 1 East of the 5th Principal Meridian, in Center Township , Dubuque County , Iowa;
- Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
- The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

Subarea G of the District consists of the real property legally described as follows:

- The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

- Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- All in the City of Dubuque, Dubuque County, Iowa.

Subarea H of the District consists of the real property legally described as follows:

- Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Subarea I of the District consists of the real property legally described as follows:

- Lot 2 Seippel Road Place #2, Dubuque County, Iowa.
- Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

Subarea J of the District consists of the real property legally described as follows:

- Lot 2 Julien Care Place, Dubuque County, Iowa.
- Lot 3 Julien Care Place, Dubuque County, Iowa
- Lot 2-1 Julien Care Place, Dubuque County, Iowa

Subarea K of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

Subarea L of the District shall include the following described properties:

- Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M.

Subarea M of the District shall include the following described properties:

- Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M.

Subarea N of the District shall include the following described properties:

- Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
- All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

Subarea O of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and
- A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:
 - Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;
 - Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;
 - Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;
 - Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;
 - Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;
 - Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;
 - Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;
 - Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;
 - Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;

- Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;
- Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;
- Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;
- Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;
- Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;
- Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;
- Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;
- Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- All in the City of Dubuque, Iowa

Subarea P of the District shall include the following described properties:

- Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and
- The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and

described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and
- A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:
 - Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of u.s. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet; thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east

on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of u.s. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

- An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:
- Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the **Point of Beginning**; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet;

thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the **End Point**, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

Subarea Q of the District shall include the following described properties:

- Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa
- All in the City of Dubuque, Iowa

Subarea R of the District shall include the following described properties:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 170.00 feet; thence N00°35'44"W, 32.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E,

255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.

Subarea S of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

Subarea T of the District shall include the following described properties:

- The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

Subarea U of the District consists of the real property legally described as follows:

- All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
- All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

Subarea V of the District consists of the real property legally described as follows:

- All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

All in the City of Dubuque, Iowa.

RESOLUTION NO. ____-25

AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.1 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.1 FOR SAID DISTRICT.

WHEREAS, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the Dubuque Industrial Center Economic Development District (the “District”) in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

WHEREAS, City staff has recommended that the Plan be further amended to remove property from the District; and

WHEREAS, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2025.1 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the

consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2025.1 for the Dubuque Industrial Center Economic Development District on March 17, 2025 at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2025.1 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2025.1, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2025.1 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

PASSED, APPROVED and ADOPTED this 17th day of February, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breittfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 6.

ITEM TITLE:	Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.2
SUMMARY:	City Manager recommending City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan, Version 2025.2 for the Dubuque Industrial Center Economic Development District and sets a public hearing on the proposed amendment for March 17, 2025. RESOLUTION Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.2 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.2 For Said District
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for March 17, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Notice of Hearing 4. Attachment A - Map 5. Attachment B - Legal Description 6. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

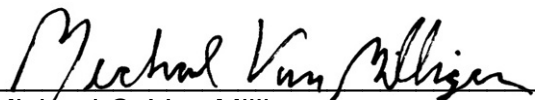
SUBJECT: Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.2

DATE: February 11, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan, Version 2025.2 for the Dubuque Industrial Center Economic Development District and sets a public hearing on the proposed amendment for March 17, 2025.

The proposed Amended and Restated Urban Renewal Plan for the District would expand the District to include property to be designated as a new Subarea W, as referenced in a Development Agreement with Vanguard Enterprises, Inc. The Plan also updates the Public Purpose Activities to include Vanguard Enterprises, Inc.

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 of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.2

DATE: February 11, 2025

INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for March 17, 2025.

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would expand the District to include property to be designated as a new Subarea W, as referenced in a Development Agreement with Vanguard Enterprises, Inc. The Plan also updates the Public Purpose Activities to include Vanguard Enterprises, Inc.

BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, and U).

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 district 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

This proposed expansion and amendment of the Dubuque Industrial Center Economic Development District would result in the addition of property, to be designated as a new Subarea W, that was previously removed from Subarea B. The expansion of the District is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement by and between the City of Dubuque, Iowa, and Vanguard Enterprises, Inc.

The attached Resolution directs staff to prepare a Version 2025.2 Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District. Additionally, staff is required to hold a consultation process, required by law, with the affected taxing entities concerning the proposed Plan.

A City Council public hearing on the 2025.2 Amended and Restated Urban Renewal Plan will be scheduled for March 17, 2025. The public notice will be published four to twenty days before the meeting to allow for the appropriate publication requirements. This will allow time for preparation of the Plan and the consultation process with the taxing entities.

RECOMMENDATION / ACTION STEP

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan for Dubuque Industrial Center Economic Development District.

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 17th day of March, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa. At said meeting the City Council will consider a proposed Amended and Restated Urban Renewal Plan Version 2025.2 for the Dubuque Industrial Center Economic Development District ("the District"). The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

The proposed Plan Version 2025.2, if approved, would expand the District to include a new Subarea W, as shown in the proposed Amended and Restated Urban Renewal Plan Version 2025.2.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

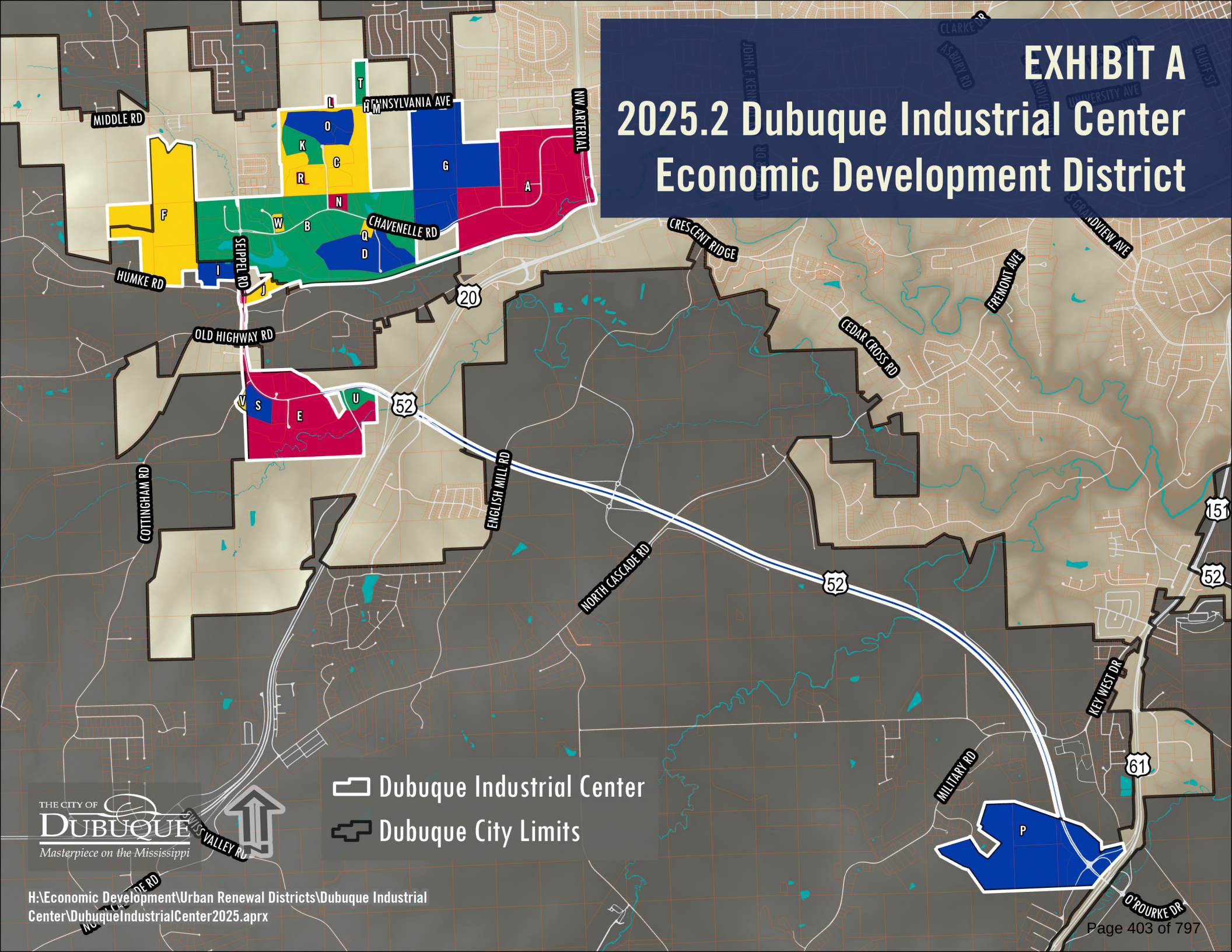
Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 17th day of February, 2025.

Adrienne N. Breitfelder, City Clerk

EXHIBIT A

2025.2 Dubuque Industrial Center Economic Development District



THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

 Dubuque Industrial Center
 Dubuque City Limits

**Dubuque Industrial Center Economic
Development District**

February 5, 2025

Subarea Boundary Description

Subarea W shall include the following described properties:

Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

RESOLUTION NO. ____-25

AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.2 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.2 FOR SAID DISTRICT.

WHEREAS, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the Dubuque Industrial Center Economic Development District (the “District”) in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

WHEREAS, City staff has recommended that the Plan be further amended to expand the District by including a new Subarea W, as shown in the Amended and Restated Urban Renewal Plan, Version 2025.2 for the Dubuque Industrial Center Economic Development District; and

WHEREAS, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2025.2 for the Dubuque Industrial

Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2025.2 for the Dubuque Industrial Center Economic Development District on March 17, 2025 at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2025.2 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2025.2, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2025.2 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

PASSED, APPROVED and ADOPTED this 17th day of February, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 7.

ITEM TITLE: Setting a Public Hearing for the adoption of the Public Housing Authority 5-Year Plan 2025-2029

SUMMARY: City Manager recommending City Council set a public hearing for April 7, 2025, to receive input on the Annual Plan for the Public Housing Authority.
RESOLUTION Setting A Public Hearing To Review And Approve The Public Housing Authority 5-Year Plan 2025-2029

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for April 7, 2025

ATTACHMENTS:

1. MVM Memo
2. 2025.02.07_Set PH Memo
3. RESOLUTION
4. PUBLIC NOTICE
5. Draft PHA 5-Year Plan

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

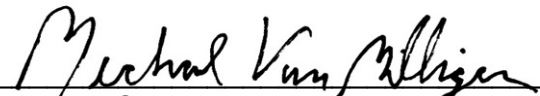
SUBJECT: Setting a Public Hearing for the adoption of the Public Housing Authority
5-Year Plan 2025-2029

DATE: February 11, 2025

Housing & Community Development Director Alexis Steger is recommending City Council set a public hearing for April 7, 2025, to receive input on the Annual Plan for the Public Housing Authority.

The City of Dubuque is a Public Housing Authority (PHA) that provides housing assistance to residents. A PHA is required to submit a 5-Year Plan once every 5th PHA fiscal year, and the Annual Plan to the U.S. Department of Housing and Urban Development (HUD) each remaining fiscal year.

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

TO: Michael C Van Milligen, City Manager

FROM: Alexis Steger, Housing & Community Development Director

DATE: February 7, 2025

RE: Setting a Public Hearing for the adoption of the Public Housing Authority
5-Year Plan 2025-2029

INTRODUCTION

The City of Dubuque is a Public Housing Authority (PHA) that provides housing assistance to residents. A PHA is required to submit a 5-Year Plan once every 5th PHA fiscal year, and the Annual Plan to the U.S. Department of Housing and Urban Development (HUD) each remaining fiscal year.

DISCUSSION

The City Council is required to set a public hearing and then hold the public hearing prior to approving the 5-Year Plan before it is submitted to HUD.

The 5-Year Plan will be reviewed by the Housing Commission on April 1, 2025 where the commission will be given the opportunity to review the plan and provide input and comments.

Additionally, the Resident Advisory Commission comprised of all residents on assisted housing, must review the proposed plan. This meeting is scheduled to be held in February 2025.

The 5-Year Plan covers the period from 2025-2029 and includes goals and priorities for the PHA. This 5-Year Plan will then be used to create the PHA Annual Plan for the next 4 years for annual reporting purposes. This 5-Year Plan is focused on the following concepts for the City of Dubuque PHA: increasing the number of homeowners participating in the HCV Program, promoting self-sufficiency, tenant education, supporting childcare initiatives in the community, increasing landlord participation in the Housing Choice Voucher program, and decreasing concentrated areas of poverty.

RECOMMENDATION

I respectfully request the Mayor and City Council set a public hearing for April 7, 2025, to receive input on the Annual Plan for the Public Housing Authority.

RESOLUTION NO. _____

**A RESOLUTION SETTING A PUBLIC HEARING TO REVIEW AND APPROVE THE
PUBLIC HOUSING AUTHORITY 5-YEAR PLAN 2025-2029**

WHEREAS, the City of Dubuque is designated as a Public Housing Authority; and

WHEREAS, the City of Dubuque maintains and creates a Public Housing
Authority 5-Year Plan once every 5th PHA fiscal year; and

WHEREAS, the Housing Commission will hold a public meeting to review the
Annual Plan on April 1, 2025; and

WHEREAS, the City desires to hold a public hearing to receive comment on and
adopt the proposed Public Housing Authority 5-Year Plan.

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

Section 1. That the City Council will meet in the Historic Federal Building, Council
Chambers, 2nd Floor, 350 West 6th Street, Dubuque, Iowa at 6:30 p.m. on April 7, 2025
for the purpose of holding a public hearing and taking action to approve the Public
Housing Authority 5-Year Plan 2025-2029.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice
of such public hearing and the City Council's intent to review and approve the Public
Housing Authority 5-Year Plan 2025-2029.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

PUBLIC NOTICE

PROPOSED PUBLIC HOUSING AGENCY (PHA) 5-YEAR PLAN 2025-2029

Notice is hereby given that the Dubuque City Council will conduct a public hearing on Monday, April 7, 2025 at a meeting to commence at 6:30 p.m. in City Council Chambers, 350 West 6th Street, Dubuque, Iowa.

The City Council will consider a proposed 5-Year Plan 2025-2029.

Interested parties may examine the contents of the proposed Plan at the City Clerk's Office, City Hall, 50 West 13th Street; and the Housing and Community Development Department, 350 West 6th Street, Suite 312, Dubuque Iowa, and the City Website at www.cityofdubuque.org/adminplan.

Written comments may be submitted on or before the time of the public hearing to the City of Dubuque Housing and Community Development Department, 350 W 6th St, Suite 312, Dubuque Iowa 52001 (563-690-6096) or ghodgson@cityofdubuque.org.

At said time and place of public hearing all interested citizens and parties will be given an opportunity to be heard for or against said plan.



5-Year PHA Plan (for All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																										
A.1	PHA Name: City of Dubuque PHA Code: IA087 PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2025 The Five-Year Period of the Plan (i.e. 2019-2023): 2025-2029 PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. The City of Dubuque Housing & Community Development Department PHA Plan, Plan Elements, and PHA Policies are available for review online at https://www.cityofdubuque.org/1484/Administrative-Plans as well as in person at the following locations: Housing & Community Development Department 350 W 6th Street, Suite 312, Dubuque, IA 52001; and City Hall 50 W 13th Street, Dubuque, IA 52001. A public comment period was published on February 19th, 2025, and ended on April 7, 2025, with the following comments received. A Public Hearing was published February 19th, 2025, and held on April 7, 2025, by the City Council. Minutes of that hearing can be accessed at the above listed places online and in person ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.) <table border="1"> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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Lead PHA:																											

B.	Plan Elements. Required for <u>all</u> PHAs completing this form.					
B.1	Mission. State the PHA's mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years. SEE ATTACHED B.1. The City of Dubuque Housing & Community Development Department's mission is to provide decent, safe, and affordable rental housing and to provide opportunities that promote self-sufficiency, economic independence, and homeownership opportunities for eligible Housing Choice Voucher participants.					
B.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. SEE ATTACHED B.2.					
B.3	Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. SEE ATTACHED B.3.					
B.4	Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. SEE ATTACHED B.4.					
C.	Other Document and/or Certification Requirements.					
C.1	Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.					
C.2	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the 5-Year PHA Plan? SEE ATTACHED C.2. AND C.2.1. Y N ☐ ☒ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.					
C.3	Certification by State or Local Officials. Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.					

C.4	Required Submission for HUD FO Review. (a) Did the public challenge any elements of the Plan? Y N ☐ ☐ (b) If yes, include Challenged Elements.
D.	Affirmatively Furthering Fair Housing (AFFH).

D.1	Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.) Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.		
	<table border="1"> <tr> <th data-bbox="212 436 1471 478">Fair Housing Goal:</th> </tr> <tr> <td data-bbox="212 478 1471 989"> <u><i>Describe fair housing strategies and actions to achieve the goal</i></u> <u>PHA Goal #1: Advance equity with fair housing advocacy, education, and enforcement</u> - Continue working with landlords in Dubuque to educate them on the benefits & importance of HCV to expand the program throughout Dubuque. - Create additional educational opportunities for first time homebuyers & renters on topics like financial literacy & home maintenance. - Enhance education & training for landlords through the Successful Property Maintenance course that the PHA presents regarding the HCV Program. </td> </tr> </table>	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u> <u>PHA Goal #1: Advance equity with fair housing advocacy, education, and enforcement</u> - Continue working with landlords in Dubuque to educate them on the benefits & importance of HCV to expand the program throughout Dubuque. - Create additional educational opportunities for first time homebuyers & renters on topics like financial literacy & home maintenance. - Enhance education & training for landlords through the Successful Property Maintenance course that the PHA presents regarding the HCV Program.
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PHA Goal #4: Increase access to opportunity & the building of social capital

- Use assessments from the Equitable Poverty Prevention Plan, the Analysis of Impediments to Fair Housing & any other relevant plans regarding the nonprofit services array to identify gaps & make necessary improvements that increase access to opportunity & coordinated entry.
- Identify transportation gaps throughout Dubuque for those that may not have their own vehicles and rely on walking, biking, or public transportation.

Instructions for Preparation of Form HUD-50075-5Y - 5-Year PHA Plan for All PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR § 903.4)

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **Five-Year Period** that the Plan covers, i.e. 2019-2023, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. Plan Elements.

- B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR § 903.6(a)(1))
- B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. (24 CFR § 903.6(b)(1))
- B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5- Year Plan. (24 CFR § 903.6(b)(2))
- B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR § 903.6(a)(3)).

C. Other Document and/or Certification Requirements.

- C.1 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32, REV 2.

C.2 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB have comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR § 903.17(b), 24 CFR § 903.19)

C.3 Certification by State or Local Officials.

[Form HUD-50077-SL](#), *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4 Required Submission for HUD FO Review.

Challenged Elements.

- (a) Did the public challenge any elements of the Plan?
- (b) If yes, include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing.

(Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D.; nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

DRAFT

B. 1. Mission. *State the PHA's mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years.*

The City of Dubuque Housing & Community Development Department's mission is to provide decent, safe, and affordable rental housing and to provide opportunities that promote self-sufficiency, economic independence, and homeownership opportunities for eligible Housing Choice Voucher participants.

B.2. Goals and Objectives. *Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.*

- **Increase homeownership program participation:**
 - Educate, inform and assist those on the HCV program, helping to prepare to become homeowners.
 - Promote self-sufficiency, financial education, and tenant education to assist in taking the next steps to homeownership.
 - Increase participation numbers in the Next Level Savings Program (FSS Program) by HCV participants.
- **Support childcare initiatives in the community:**
 - Help to identify barriers for parents to find childcare that fits their needs.
 - Work with community organizations to address those barriers.
 - Increase childcare availability and choice.
 - Address the needs for 2nd & 3rd shift care for children – increase childcare availability for these slots of care.
- **De-concentration of poverty:**
 - Identify transportation gaps throughout the city for those that may not own their own vehicles.
 - Increase the types of transportation available throughout the community.
 - Provide regular review of the Voucher Payment Standards (VPS) that the HCV Program is allowed to pay and make sure that the VPS can be competitive in all areas of the city – allowing for opportunity in all areas.
 - Evaluate the use of small area FMRs.
 - Evaluate the use of the 120% above FMR for VPS waiver.
 - Increase the number of units available for low-income, very low-income, and extremely low-income individuals and families.
 - Increase the number of landlords willing to accept the HCV voucher as a form of payment.
 - Update the Landlord Education video

- Enhanced training and education for landlords through the Successful Property Maintenance Course

B.3. Progress Report. *Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.*

PHA Goal: Meet the need for quality, affordable rental homes:

The City of Dubuque has worked with Greater Dubuque Development Corporation to identify the specific housing needs in the Community. Using that data, the City has been working with developers to address the housing needs and find ways to use Housing Tax Increment Financing as well as other possible revenue streams to help support and incentivize housing development in the City. The City of Dubuque PHA has also adopted the International Property Maintenance Code for building inspection compliance. This has helped to set the standard for quality units and fair housing opportunities for voucher holders and all tenants throughout the City. PHA assisted the new developments coming on-line in navigating the process to lease up HCV tenants. PHA also increased HCV Voucher Payment Standards (VPS) to 120% of Fair Market Rent (FMR). PHA uses code enforcement policies that are structured to give more attention to properties & owners that persistently fail inspections. This has allowed PHA to proactively address nuisance property owners through more frequent inspections, better maintenance and safer units.

PHA Goal: Increase the Acceptance of Housing Choice Vouchers by Housing Providers:

The City of Dubuque has increased landlord education about the HCV program as well as created a landlord education video to be shared among that specific group in hopes to dispel some of the HCV rumors while also providing information as to why/how HCV benefits the entire community. PHA also implemented new, easier to use software that aids owners and tenants in communication and document transmittal, allowing the HCV program to progress with the times and provide ease of use. The voucher payments standards are reviewed yearly and updated to reflect market changes and demand. A waiver was attained from HUD to set VPS for the PHA at 120% of FMR. This was implemented 1/1/2024.

PHA Goal: Implement local government policies that encourage equity and decrease disparate impacts:

The PHA hired a consultant to create the Equitable Poverty Prevention Plan and has continued efforts over the years to implement recommendations. The Office of Shared Prosperity was created as a new department in the City of Dubuque Organization that

focuses on neighborhood equitability and inclusion. Constant review of data surrounding voucher issuance and use to identify possible barriers or impacts that need to be addressed to run a fair and equitable program. Heavy utilization of HUD's Budget Tool and monthly review with PHA Portfolio Manager to forecast, plan and enhance utilization. Worked with HUD's technical assistance personnel to implement approaches for increased utilization of voucher funds within the community. Implemented communication tools and trust building activities for landlords and HCV program participants. City staff meets monthly with the Landlord Association to continue to strengthen that relationship and those community connections. PHA released a landlord education video – highlighting the HCV Program, its rules, benefits and addressed the common misconceptions about the program and its participants.

PHA also refined the Successful Property Maintenance Course that all property owners are required to attend, enhancing education and training for them. Finally, information for participants has been reviewed and revised through the revision of the PHA briefing, simplification of information given through those briefings, with an emphasis on addressing common questions and issues that arise for tenants utilizing the HCV voucher. Documents have been translated into Spanish and Marshallese, and the readability of documents was also assessed and revised so that all documents were adapted to a 6-7th grade reading level. Voucher Payment Standards increased to 120% of FMR through a HUD obtained waiver allowing for more housing choice for all participants to utilize. PHA also began researching ways to add additional Project Based Voucher (PBV) units. The background check process was audited, and arrest records were removed from the landlord background checks that are provided by the PHA to landlords.

PHA Goal: Increase access to opportunity and the building of social capital:

The Childcare Initiative has been working hard to identify needs and barriers to the community's workforce. Several needs were identified. One outcome is the opening of a new childcare facility that can address the childcare needs in the community and therefore, allowing working parents more opportunity and workforce advancement potential. The new childcare facility opened in January 2024. PHA created an intern position over the summer to research and address food desert issues in specific areas of the city. The PHA was also awarded a USDA grant to increase food access by partnering with non-profits in the community to address food deserts and make healthy, affordable food more accessible to all citizens.

B.4. Violence Against Women Act (VAWA) Goals. *Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.*

The City of Dubuque PHA is committed to ensuring the safety and well-being of all individuals within our housing programs, with special emphasis on protecting victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as outlined under the Violence Against Women Act (VAWA).

The PHA adheres to the following standards & procedures to ensure the protection and support of individuals affected by these forms of violence:

Goal: Non-Discrimination based on status

The PHA will not discriminate against applicants, tenants, or participants based on their status as victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. No person will be denied admission or evicted solely due to being a victim of these crimes.

Goal: Participant Confidentiality

Information related to an individual's status as a victim of violence will be kept confidential and will only be shared as required by law or with the consent of the individual. We understand the importance of privacy and safety and will take appropriate measures to protect any sensitive information.

Goal: Provide ample opportunity to request protection

Victims of domestic violence, dating violence, sexual assault, or stalking may request reasonable accommodations or assistance under VAWA. These accommodations may include the transfer to a different unit or other safety-related changes to the living situation.

Goal: Provide all participants with their Notice of Rights

All applicants and participants in our housing programs will be provided with written notice of their rights under VAWA, including information about protections, how to request assistance, and available resources. All participants are provided with a VAWA notice when termination is proposed as well. Our notices also include local resources for help.

Goal: Provide Resources for Supportive Services

We encourage individuals who are victims of violence to reach out to local support services and law enforcement agencies for assistance. The PHA will work in partnership with these agencies to support victims in accessing resources and ensuring their safety. Our notices also include local resources for help.

Goal: Provide sufficient staff training to deliver quality service

Staff members will receive regular training on VAWA protections and the appropriate steps to take when responding to incidents of domestic violence, dating violence, sexual assault, stalking, or human trafficking. Our goal is to provide a supportive, informed, and empathetic environment for those affected by these issues.

It is through this method of notification, documentation, and confidentiality that we as a PHA can best serve those that may be child and/or adult victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

C.2 Resident Advisory Board (RAB) comments.

No comments received on the PHA 5-Year Plan at the 2/12/25 RAB Meeting.

RAB Meeting Minutes are attached as **C.2.1**.

C.2.1.

Resident Advisory Board Meeting Minutes 02/12/2025

Present: Tiara Washington Clarees Peoples Monique Perkins Mary Kay Patters

Staff Present: Gina Hodgson Tracy Doyle Crystal Kilgore Ryan Feller
Allie Kutsch Tonya England Dawn Blatz

Presenters: Gina Hodgson, Assisted Housing Supervisor, Housing & Community Development Department
Ryan Feller, Self Sufficiency Coordinator, Housing & Community Development Department

Gina Hodgson, Assisted Housing Coordinator, called the meeting to order at 10:38 a.m. Meeting called to order Meeting was held virtually due to weather conditions, there were 14 people in attendance including presenters, Staff and Housing Choice Voucher participants. There was not a round robin introduction due to the structure of the virtual meeting.

Every five years, HUD requires the Housing Authority to evaluate and look at a 5 Year plan, we are introducing a new 5-year plans for 2025-2030. On an annual basis we will review this plan and develop an annual plan. At the end of the presentation, participants will be given the opportunity to offer comments and questions. The Resident Advisory Board is tasked with reviewing and commenting on the plan.

In the 5-year plan the reader will be able to understand the goals and priorities for the next 5 years for the City of Dubuque Housing and Community Development's Housing Choice Voucher Program, the document includes the mission, goals and objectives, along with policy and guidelines.

The 5 year plan is developed from the findings of the Analysis of Impediments. The city hired an independent contractor to conduct this analysis of our community, then they produce results telling the City, where there is room for improvement. Another analysis that is used in developing the 5-year plan is CDBG's consolidated plan, which is a department of the City of Dubuque Housing and Community Development.

There are many boards that review this before it is submitted, it will be posted for public comment, the Housing Commission and the Dubuque City Council will review, make suggestions and approve.

Goal #1–Increase Homeownership with Voucher Holders

Action Steps: increase Family Self Sufficiency participation, increase financial literacy, increase homeowner education participation.

Goal #2–Support Childcare initiatives in the community

Action Steps: Help to identify barriers, Work with community groups to collaborate efforts, Help increase available spots and choice

Goal #3–Deconcentrate poverty in the City of Dubuque

Action steps: Look at transportation options and possibility of different alternatives, Regular review of voucher payment standards, and make sure they are competitive in all areas of Dubuque, Adjust small area FMRs as well

as continue to use 120% VPS and continue to evaluate the 120% based on the market, help create the Best available options and choices for each family,

Goal #4—Increase units and landlords for low income families

Action Steps: Revise landlord education to include HCV

2025 Progress Report from the last 5 year plan

The following accomplishments were noted:

GDDC and Housing worked together and increase needs

Use TIF to incentivize new units

Adopted IPMC

Increased VPS from 100% to 120%

Enhanced landlord education

Implemented new software for HCV, allowed staff to streamline

Office of the Shared Prosperity was created, this was created to focus on neighborhoods

Added more information to Successful Property Management about HCV

Worked with GDDC to help increase childcare

Awarded USDA grant to identify food insecurities

Violence Against Woman Act, VAWA Goals

Hodgson provided background information on this law. The City of Dubuque Housing is committed to and adhering to policy. Hodgson indicated the PHA is committed to non-discrimination when working with victims, also to provide resources for participants who are victims, and lastly to educate staff about policy and techniques to deliver services to participants who might be protected under this act.

Next Hodgson explained that out of the Analysis of Impediments you will find an Impediments of Fair Housing, it's a one page-goals and actions for 2025-2030.

The City of Dubuque Assisted Housing Program's Fair Housing Goals:

Goal #1—Advance Equity

Action Steps: Work with LLs to educate them of the program, Create education opportunities for homebuyers, Update landlord educations

Goal #2—Decrease Desperate Impact

Action Steps: Increase and promote safe affordable housing, Increase access to opportunity and building social capital

Hodgson concludes presentation and opens the meeting up to Questions and Comments:

Comment #1 —Expressed concerns about protection for tenants because the community is reporting that the units of particular landlord are not being maintained and suspect that there are code violation. Comment implored that the landlord needed to be held accountable. (Hodgson suggested specifically following up with caseworker)

Comment #2—there was a question about portability and funding, briefly Hodgson explained the process and ultimately expressed that the person should reach out the caseworker.

(Hodgson further clarified port funding and why recently the Assisted Housing had to place a hold on ports.)

Ryan Feller spoke about the Next Level Savings Program, which is HUD's Family Self Sufficiency program. Participants were given a brief description of the program and encouraged to email interest or questions to fss@cityofdubuque.org. Allie Kutsch, another Self Sufficiency Coordinator, furthered the discussion and encouraged people to call about this great opportunity for voucher holders.

Hodgson let the members of the Resident Advisory Board know that once a participant's ID/SSN cards are verified, they will be destroyed. Historically these documents were retained, and a participant would be able to request a copy of them, this will no longer be available. The same scenario occurs when a participant ports to another Housing Authority, the documents will no longer be available to send on behalf the participant, rather the participant will have to provide the new housing authority with copies of these documents.

Meeting concludes at 11:17AM.

Recorded on 2/12/25 by: Ryan Feller

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE:

Boards and Commission Application Review

SUMMARY:

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of Drahozal)

Applicant:

Rachel Boeke, 1241 Jackson St.

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Vacant term of Jacobs)

Two, 3-Year terms through June 29, 2025 (Vacant terms of Bakke and Christner)

Applicants:

Ashley Regan, 1100 N Booth St.

Alan Schumacher, 3035 Burlington St.

Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission

City code 16-10-1(H) states that if a vacancy occurs in a seat which requires that the appointee be a resident of the historic preservation district and for which there is no application from a qualified resident, the City Council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.

One, 3-Year Langworthy District term through July 1, 2026 (Vacant term of Dement)

One, interim term due to vacancies of the Old Main District, Cathedral District and the Langworthy District terms

Applicants:

Cole Hanson, 408 Burch St. (Qualifies for Interim)

Sandy Hockenberry, 1015 West 3rd St. (Qualifies for

Langworthy District)
Adam Schwendinger, 570 West 11th St. (Qualifies for Interim)

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Catfish Creek Watershed Management Authority Applicant
3. Civic Center Advisory Commission Applicants
4. Historic Preservation Commission Applicants
5. Details and Openings
6. Catfish Creek Watershed Management Authority Input_Uploaded 2.17.25
7. Civic Center Input_Uploaded 2.17.25

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, February 17, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

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

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of Drahozal)

Applicant:

- Rachel Boeke, 1241 Jackson St.

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Vacant term of Jacobs)

Two, 3-Year terms through June 29, 2025 (Vacant term of Bakke and Christner)

Applicants:

- Ashley Regan, 1100 N Booth St.
- Alan Schumacher, 3035 Burlington St.
- Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission

City code 16-10-1(H) states that if a vacancy occurs in a seat which requires that the appointee be a resident of the historic preservation district and for which there is no application from a qualified resident, the City Council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.

One, 3-Year Langworthy term through July 1, 2026 (Vacant term of Dement)

One, interim term due to vacancies of the Old Main District and Cathedral District terms

Applicants:

- Cole Hanson, 408 Burch St. (Qualifies for Interim)
- Sandy Hockenberry, 1015 West 3rd St. (Qualifies for Langworthy District)
- Adam Schwendinger, 570 West 11th St. (Qualifies for Interim)

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Airport Commission

One, 4-Year term through September 14, 2028 (Vacant term of Clemenson)

Applicant:

- Bob Woodward, 1048 Bonnie Ct.
- Ron Vaugh, 2973 Castle Woods Ln. (Additional Applicant)

Cable Television Commission

One, 3-Year term through July 1, 2027 (Vacant term of Baumhover)

Applicant:

- Tom Eckermann, 642 N Burden Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox)

One, 3-Year term through February 15, 2028 (Expiring term of Hinke)

Applicants:

- Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative)
- Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large)

Equity and Human Rights Commission

One 3-Year term through January 1, 2028 (Expired term of Jolet)

Applicants:

- Talma Brown, 2004 Windsor Ave.
- Maitha Jolet, 1911 Johnson St. (Additional Applicant)
- Traci Phillipson, 2120 Rhomberg Ave.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2027 (Vacant term of Heim)

Applicant:

- Lucian Paucean, 3145 Arbor Oaks Dr.

Long Range Planning Advisory Commission

One, 3-Year term through July 1, 2025 (Vacant term of Gross)

Applicant:

- Jason Davis, 3363 Kimberly Dr.

Transit Advisory Board

One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich)

Applicant

- Talma Brown, 2004 Windsor Ave.

BYLAWS GOVERNING THE ADMINISTRATION, DEVELOPMENT, OPERATION AND
MANAGEMENT OF THE

CATFISH CREEK WATERSHED MANAGEMENT AUTHORITY

PREAMBLE

The Catfish Creek Watershed Management Authority is a Watershed Management Authority as defined in Iowa Code chapter 466B. Iowa Code section 466B.22 provides that two or more political subdivisions (defined as including cities, counties and/or soil and water conservation districts located within the same United States Geological Survey Hydrologic Unit Code 10 watershed), may create by chapter 28E agreement pursuant to Iowa Code chapter 466B, subchapter II, a Watershed Management Authority. The purpose of such authorities is to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved.

These Bylaws are intended to create an organized structure to ensure a system to manage the activities of the Catfish Creek Watershed Management Authority and to serve as a communications link with participating political subdivisions.

ARTICLE I – AUTHORITY

- A. The Catfish Creek Watershed Management Authority is a Watershed Management Authority pursuant to Iowa Code Chapter 466B.
- B. The Catfish Creek Watershed Management Authority is established pursuant to the intergovernmental cooperation clause as set forth in Chapter 28E of the Iowa Code.
- C. Membership in the Catfish Creek Watershed Management Authority is limited to cities, counties, and soil and water conservation districts located within the Iowa portion of the Catfish Creek Watershed.
- D. The Catfish Creek Watershed Management Authority shall not make policy that would require a Member to change policies as set by its governing body or require a Member to contribute funds without official action of approval by that Member's governing body.
- E. No Member shall be required to contribute funds to the Authority and no action to contribute funds by a Director appointed by the Member is binding on the Member without approval by the governing board of that Member.

ARTICLE II – DEFINITIONS

- A. BOARD of DIRECTORS -- Comprised of the authorized representatives of the participating political subdivisions.
- B. MEMBER -- A political subdivision participating in the 28E Agreement that forms the Catfish Creek Watershed Management Authority.

- C. DIRECTOR – Authorized representative of a participating political subdivision (Member). Based upon watershed demographics, each political jurisdiction will
- D. INTERGOVERNMENTAL AGREEMENT – Legal document (Iowa 28E) signed by each participating subdivision to form a legal entity.
- E. QUORUM – Unless otherwise stated, a quorum is a simple majority of the Board of Directors.
- F. CCWMA – acronym for the Catfish Creek Watershed Management Authority
- G. CCWMA Administrators – Administration of the Authority will be co-coordinated by the Dubuque Soil and Water Conservation District's urban conservationist and a member of the City of Dubuque's engineering staff as appointed by the City Manager.

ARTICLE III – NAME AND PURPOSE

- A. The name of the organization shall be Catfish Creek Watershed Management Authority.
- B. The purpose of the organization shall be to enable cooperation in supporting watershed planning and improvements in the Iowa portion of the Catfish Creek Watershed for the mutual advantage of the Members. As outlined in Iowa Code Section 466B23, a Watershed Management Authority may perform all of the following:
 - 1. Assess the flood risks in the watershed.
 - 2. Assess the water quality in the watershed.
 - 3. Assess options for reducing flood risk and improving water quality in the watershed.
 - 4. Monitor federal flood risk planning and activities.
 - 5. Educate residents of the watershed area regarding water quality and flood risks.
 - 6. Allocate monies made available to the authority for purposes of water quality and flood mitigation.
 - 7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

ARTICLE IV – GOVERNANCE

- A. The affairs of the Catfish Creek Watershed Management Authority shall be conducted by the Board of Directors. Based upon watershed demographics, each member shall appoint representative's as follows:

- The City of Dubuque = 3 Directors
 - Dubuque County = 2 Directors
 - The City of Asbury = 1 Director
 - The City of Peosta = 1 Director
 - The City of Centralia = 1 Director
 - The Dubuque Soil and Water Conservation District = 1 Director
- B. The Directors shall serve staggered terms of four years. The initial Board shall determine, by lot, the initial terms to be shortened and lengthened, as necessary, to achieve staggered term
- C. If a Director is removed, a successor shall be appointed for the duration of the unexpired term of the removed Director.
- D. Each Director has one vote. A designated proxy may vote in the Director's absence.
- E. A Member may at any time remove a Director appointed by it for misfeasance, nonfeasance, or malfeasance in office.

ARTICLE V - COMMITTEES

- A. The Board shall elect an Executive Committee consisting of the Chair, Vice Chair/Chair Elect, Treasurer, and Secretary(s). All but the Secretary(s) must be elected from the Board's Directors. The Secretary(s) may or may not be a member of the Board.
- B. Executive Committee members are elected at the annual meeting in October pursuant to Article VIII.
- C. Other committees may be formed by the Board as necessary. However, the committee shall be in direct communication with the board or have a board member sit on the committee.
- D. All Members shall be notified of all committee meetings.

ARTICLE VI – OFFICERS

- A. Officers
1. The Chair, Vice Chair/Chair Elect, and Treasurer shall serve on the Board of Directors.
- B. Eligibility for office
1. The Vice Chair/Chair Elect may rotate between a representative from a county, a representative from a city, and a representative of a soil and water conservation district. Each year, the Board shall vote to rotate or keep the elected officers.
 2. The Secretary need not be a member of the Board, but may be a member of the Board.

C. Terms of office.

1. Officers are elected for two-year terms. They may be reappointed.

D. Duties

1. The Chair is expected to preside at all meetings of the Board and Executive Committee, and other duties as determined. Unless otherwise determined, the acting CCWMA administrators shall prepare an agenda in consultation with others.
2. The Vice Chair/Chair Elect is expected to preside at meetings in the absence of the Chair, assist the Chair in fulfilling his/her duties, and attend the Board and Executive Committee meetings.
3. The Secretary is expected to keep minutes and send copies of minutes and is responsible for any other correspondence of the group. The Secretary is expected to attend all Executive Committee meetings and Board meetings.
4. The Treasurer is expected to make a report at each Board meeting. The Treasurer shall assist in preparation of the budget, help develop fund raising plans, and make financial information available to the members and the public, and is expected to attend all Executive Committee and Board of Directors meetings.
5. In the event that both the Chair and Vice Chair are absent, the Treasurer shall serve as the pro-tem chairperson. The pro-tem chair shall be authorized to conduct the meeting and to sign any documents requiring signatures when said documents were the result of any action by the Board at the particular meeting.

E. Failure to Perform Duties.

1. If an officer is unable or unwilling to perform his or her duties as outlined in Article V, Section D, the Board will notify the appointing Member of the need for a new appointee.

ARTICLE VII – FINANCE

- A. A budget shall be adopted at the annual meeting.
- B. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and such other funds as are necessary to support work pursuant to this Agreement.
 1. No action to contribute funds by a Director of the Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member shall be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

2. All funds received for use by the Authority shall be held in a special fund by the fiscal agent designated by the Board of Directors of the Catfish Creek Watershed Management Authority. When funds are provided as a grant or loan directed to a Member of the Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

ARTICLE VIII – MEETINGS

- A. The Board shall generally meet quarterly at such time and place as may be designated by the CCWMA administrators and the Chair, and said meeting shall be known as the regular meeting of the Board.
 1. Directors and/or their proxies are expected to attend meetings whenever possible.
 2. Absences in excess of three consecutive, regularly scheduled meetings will result in notification to the Member that they may wish to consider a reappointment.
 3. A closed session may be held by affirmative vote of two-thirds of the members present in accordance with Iowa Code chapter 21A.
- B. Officers shall be elected at the first organizational meeting. In subsequent years, the annual meeting and installation of officers will be held in October. The Chair shall designate the day, time and place of the annual meeting.
- C. A special meeting may be called by the Chair, or by petition of five (5) or more Directors or Members, when necessary for specific purposes requiring Board action.
- D. All meetings shall be in compliance with the Iowa Open Meetings Law (Iowa Code chapter 21A). All documents will be available to the public and may be copied at cost, on demand.

ARTICLE IX – VOTING

- A. Elections shall be by ballot or in such manner as the Executive Committee determines.
- B. Successful candidates shall be elected by a majority of the membership.
- C. A simple majority of those present at a board of directors meeting shall suffice to pass a measure submitted for vote at a regular meeting.
- D. A simple majority of those present at a committee meeting shall suffice to pass a measure submitted for vote at a committee meeting.

ARTICLE X – CONTRACTS AND OBLIGATIONS

The Board of the Catfish Creek Watershed Management Authority shall not acquire, liquidate, dissolve, or sell all or substantially all of its assets; merge; consolidate; or

enter into external contracts without approval of a two-thirds majority of the Members.

ARTICLE XI – ENFORCEMENT PROCEDURES

A. Disputes.

1. Any dispute that arises concerning violations of policies and guidelines or concerning the terms of the Intergovernmental Agreement shall be heard by the Board of Directors.

ARTICLE XII – WITHDRAWAL FROM MEMBERSHIP

Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required.

A. Obligations upon withdrawal from membership

1. A participating political subdivision terminating its participation in the Catfish Creek Watershed Management Authority shall continue to be fully obligated for all payments and other duties owed by such subdivision.
2. After terminating its participation, a political subdivision may re-apply to become an acting member of the CCWMA upon approval of the board by a majority vote.

B. Rights upon withdrawal membership

1. A participating political subdivision may request a copy of records pertaining to the participant.

ARTICLE XIII – PARLIAMENTARY AUTHORITY

All meetings of all committees, including the Assembly of the Whole, shall be conducted according to the latest edition of Robert's Rules of Order.

ARTICLE XIV – AMENDMENT OF BYLAWS

- A. These bylaws can be amended at any regular meeting of the Assembly of the Whole by a two-thirds vote of the membership, provided that the amendment has been submitted in writing at the previous regular meeting.
- B. Members shall be responsible for informing their governing body, if necessary, so their governing body may take action when the contract is renewed.

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Kerry Bradley](#);
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Catfish Creek Watershed Management Authority

Name: Rachel Boeke

Pronunciation: BOW-key

Street Address: 1241 Jackson. St.
You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 515-451-2291

Email Address(es): rtsboeke@gmail.com

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

If other, please specify: I am on a commission that requires cross-representation, and this is one of the boards suggested for collaboration.

Have you participated in the City of Dubuque City Life Program Life program?

If so, when? 2015

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

If yes, which? Resilient Community Advisory Commission

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

If yes, which? Resilient Community Advisory Commission (currently), Catfish Creek Watershed Management Authority (as county representative)

Why are you interested in applying for this Board or Commission? The RCAC (on which I am currently serving) is in need of cross-representative members from a selection of City commissions, this being one of them.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I was on the CCWMA from 2017 to 2021, serving as the chair for 2019 to 2021. During that time I learned a great deal about the details and functioning of this board, which I imagine are still applicable. I also bring over a decade of experience in small-scale farming across six different properties, and receive regular continuing education on land management and stewardship.

Share your experience working in diverse environments:

I have held a variety of types of positions, from higher education to alternative education; office work to field labor to direct service; at establishments from nonprofit to government to food service. Much of this work has been directly focused on marginalized communities and I have worked both in collaboration with and in service of people of varied nationalities, socioeconomic status, race, and education level.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Willie O'Brien, 563-581-8707, colleague
Ashley Noonan, 563-581-4314, colleague

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Rachel Schmidt Boeke

Date:

2/7/25

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CHAPTER 4

CIVIC CENTER ADVISORY COMMISSION

SECTION:

2-4-1: Commission Created

2-4-2: Purpose

2-4-3: Internal Organization And Rules

2-4-4: Procedures For Operation

2-4-5: Membership

2-4-6: Oath

2-4-7: Terms

2-4-8: Vacancies

2-4-9: Officers/Organization

2-4-10: Meetings

2-4-11: Compensation

2-4-12: Removal

2-4-13: Powers

2-4-14: Solicitation And Acceptance Of Donations

2-4-1: COMMISSION CREATED:

There is hereby created the civic center advisory commission. (Ord. 66-15, 10-19-2015)

2-4-2: PURPOSE:

The purpose of the commission is to advise the leisure services department, the city manager, and the city council and to make recommendations for the optimum utilization of the civic center facility by the widest possible range of users and uses to respond to community needs and demands at the least possible cost to the city. (Ord. 66-15, 10-19-2015)

2-4-3: 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. 66-15, 10-19-2015)

2-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 66-15, 10-19-2015)

2-4-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council. (Ord. 66-15, 10-19-2015; amd. Ord. 27-24, 6-17-2024)

2-4-6: 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. 66-15, 10-19-2015; amd. Ord. 27-24, 6-17-2024)

2-4-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 66-15, 10-19-2015)

2-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 66-15, 10-19-2015)

2-4-9: 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. 66-15, 10-19-2015)

2-4-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- 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: Three (3) 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. 66-15, 10-19-2015; amd. Ord. 27-24, 6-17-2024)

2-4-11: 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. 66-15, 10-19-2015)

2-4-12: REMOVAL:

Except as provided in subsection 2-4-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 66-15, 10-19-2015)

2-4-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. Provide the city council with recommendations that further the general and specific purposes of the commission.

B. Recommend the development of financial and other resources to support the short and long term capital needs of the civic center facility and its programs.

C. Recommend programs to provide a variety of year round intellectual, cultural, enjoyable, and attractive leisure time activities which contribute to the physical and mental well being of residents and visitors.

D. Recommend programs which contribute to the economic base of the community by encouraging business use of the civic center facility.

E. Recommend schedules of fees and charges for special building services, equipment, special building features, and rental rates.

F. Recommend informational and promotional programs to secure the full support and participation of the community.

G. Recommend the annual operating budget and an ongoing capital improvements budget that provide a safe, secure, sanitary, clean, and attractive facility.

H. Recommend development of community partnerships related to tourism for optimum utilization of the civic center facility. (Ord. 66-15, 10-19-2015)

2-4-14: SOLICITATION AND ACCEPTANCE OF DONATIONS:

The commission may solicit donations and gifts of money, personal and real property, and personal services, which must be donated or gifted to the city of Dubuque, for the general support of the civic center unless such donations or gifts are designated by the donor for a specific purpose. (Ord. 66-15, 10-19-2015)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); reception@fiveflagscenter.com; [Marie Ware](#);
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Civic Center Commission
Commission, or
Committee
applying for:

Name: Ashley Regan

Pronunciation: *Field not completed.*

Street Address: 1100 N Booth St
You must live
within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 563-920-6649

Email Address(es): reganashley87@gmail.com

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

If other, please specify: Five Flags Center social media

Have you participated in the City of Dubuque City Life Program Life program? Yes

If so, when? 2019

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which? *Field not completed.*

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

If yes, which? Human Rights Committee

Why are you interested in applying for this Board or Commission? I love the Five Flags, and I would love to have some input on the type of entertainment we bring in.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I have served on a committee before, and I own my own business. I also ran my own non-profit at one point a few years ago.

Share your experience working in diverse environments:

I own my own business, and I work with all types of clients. I am all-inclusive. I also served on the Human Rights Committee which served all types of people.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Tanya Engling - 563-513-5206
Sarah Sliter - 319-640-8627

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Ashley Regan

Date:

01/30/2025

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To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); reception@fiveflagscenter.com; [Marie Ware](#);
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- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Civic Center Advisory Commission
Commission, or
Committee
applying for:

Name: Alan Schumacher

Pronunciation: *Field not completed.*

Street Address: 3035 Burlington St
You must live
within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 563-564-9441

Email Address(es): schumacher.alan13@gmail.com

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

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

Have you participated in the City of Dubuque City Life Program Life program? No

If so, when? *Field not completed.*

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.*

Why are you interested in applying for this Board or Commission? I am interested in applying for the civic center advisory committee for the community impact, passion for live events and personal development.
Five flags have been a huge impact on the Dubuque community for

many years. I want to be able to be part for future growth and development of this establishment.

I have attended many events at the five flags center from graduations to heavy metal concerts. I enjoy the history of the building and the flexibility it offers to host different events for our community.

The last reason I am interested in this committee role is for personal development - I have never volunteered my time for something like this, but I think it would be good opportunity to dive in with an area I enjoy and also has a meaningful impact to me.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have numerous years of experience working in live entertainment throughout the tri state area. I often am working behind the scenes dealing with the technical aspects of the production, but I also have experience on preparation work leading up to the event, coordinating with vendors, box office sales and setting up appropriate staff to meet the needs of the event.
---	--

Share your experience working in diverse environments:	I have spent 5 years working for our local community college. Working for the community college has been a highly rewarding experience that fosters personal growth, stronger communication, and a deeper understanding of people from various backgrounds. It also creates opportunities for innovated ideas, teamwork, and a more inclusive atmosphere.
--	---

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Austin Reidl - vendor - 563-580-2881 Aaron Rainey - mentor - 563-513-7314
---	--

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here	Alan Schumacher
--------------------------------	-----------------

as electronic
verification):

Date: 2/5/2025

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Civic Center Advisory Commission
Commission, or
Committee
applying for:

Name: Sara Tandy

Pronunciation: *Field not completed.*

Street Address: 2307 Martin Drive
You must live
within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 5635804473

Email Address(es): Sar18096@aol.com

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

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

Have you participated in the City of Dubuque City Life Program Life program? No

If so, when? *Field not completed.*

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.*

Why are you interested in applying for this Board or Commission? I have interest in events held in Dubuque.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I have lived in Dubuque for all my adult life. I have worked in hospitality, spent many years working with the Chamber to bring travelers to Dubuque back in the late 80s and into the 90s.

Share your experience working in diverse environments:

Dubuque is diverse. I have had good experiences volunteering in many places over the years where diversity was one reason I chose to volunteer.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Annette Jones 563-599-6055 HR at work

Dwigh Hopfauf (815) 914-9653 he was my GM previously

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Sara Tandy

Date:

Sar18096@aol.com

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16-10-1: HISTORIC PRESERVATION COMMISSION:

A. Commission Created: There is hereby created the historic preservation commission.

B. Purpose: The purpose of the commission is to:

1. Promote the educational, cultural, economic, and general welfare of the public through the protection, enhancement, and perpetuation of districts, individually designated historic properties, landmarks, and landmark sites of prehistoric, historic, architectural, archaeological, and cultural significance;

2. Safeguard the city's prehistoric, historic, aesthetic, architectural, archaeological and cultural heritage by preserving historic properties, districts, landmarks, and landmark sites of historical, architectural, and cultural significance;

3. Stabilize and improve property values;

4. Foster civil pride in the legacy of beauty and achievements of the past;

5. Protect and enhance the city's attractions to tourists and visitors and the support and stimulus to business thereby provided;

6. Strengthen the economy of the city; and

7. Promote the use of properties, districts, landmarks, and landmark sites of prehistoric, historic, architectural, archaeological, and cultural significance as sites for the education, pleasure, and welfare of the people of the city.

C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

E. Membership:

1. Number: The commission comprises nine (9) residents of the city, appointed by the city council.

2. Special Qualifications:

a. One resident from each designated historic preservation district, including historic districts hereinafter established.

b. Four (4) at large members.

c. Each member must possess qualifications evidencing expertise or interest in architecture, history, archaeology, law, construction, building rehabilitation, city planning, or conservation in general.

d. One member must be a licensed architect.

3. Compliance With Iowa Code: Membership on the commission must comply with the provisions of Iowa Code section 303.34, subsection 3, relating to establishment of a commission to deal with matters involving areas of historical significance.

F. Oath: Each person, upon appointment 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.

G. Terms: The term of office for a commissioner is three (3) years or until such commissioner's successor is appointed and qualified.

H. Vacancies: Vacancies must be filled in the same manner as original appointments. In the event that a vacancy occurs in a seat which requires that the appointee be a resident of a historic preservation district and for which there is no application from a qualified resident, the city council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.

I. Officers/Organization: The commissioners must elect from its membership a chairperson and vice chairperson, whose terms of office are fixed by bylaws adopted by the commission. The chairperson presides over the meetings of the commission and has the right to vote. The vice chairperson, in cases of absence or disability of the chairperson, may perform the duties of the chairperson. The city manager must designate a city employee to serve as secretary to the commission. The secretary must keep a record of all resolutions, proceedings, and actions of the commission.

J. Meetings:

1. Regular Meetings: The commission must meet at least three (3) times in a calendar year to maintain certified local government status.

2. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

3. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

4. Attendance:

a. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission,

without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

5. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

6. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget.

L. Removal: The city council may remove any commissioner for cause upon written charges and after a public hearing.

M. Powers: The commission has the following powers, duties, and responsibilities:

1. To promote and conduct educational and interpretive programs on historic properties within its jurisdiction.
2. To develop and adopt specific standards for review and design guidelines, in addition to those set forth in section 16-10-4 of this chapter, for the alteration of landmarks, landmark sites, individually designated historic properties and property and structures within historic districts.
3. To adopt its own bylaws.
4. To identify, evaluate, register, manage and protect significant prehistoric and historic archaeological sites.
5. To conduct an ongoing survey to identify historically, archaeologically and architecturally significant properties, structures and areas that exemplify the cultural, social, economic, political, archaeological or architectural history of the nation, state or city.
6. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archaeological or cultural value or significance as historic districts.
7. To research and recommend to the city council the adoption of ordinances designating properties or structures having historic, architectural, archaeological or cultural value or significance as landmarks or landmark sites.
8. To research and recommend to the city council the adoption of ordinances designating properties as having historic, architectural, archaeological or cultural value or significance as individually designated historic properties.
9. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archaeological or cultural value as "conservation districts".
10. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archaeological or cultural value as "conservation planning areas".
11. To maintain a register of all properties and structures which have been designated as landmarks, landmark sites or historic districts, including all information required for each designation.
12. To assist and encourage the nomination of landmarks, landmark sites and historic districts to the national register of historic places, and review and comment at a public hearing on any national register nomination submitted to the commission upon the request of the mayor, city council or the state historic preservation office.
13. To confer recognition upon the owners of landmarks, individually designated historic properties or of property or structures within historic districts.
14. To review in progress or completed work to determine compliance with specific certificates of appropriateness or certificates of economic nonviability.
15. To serve as an advisory design review body to the city council for review of public works projects which have historic preservation implications in historic districts, individually designated historic properties, or for alteration of landmarks, landmark sites or structures, that would result in a material change in appearance or be visible from the public way.
16. To serve as an advisory review body to the city council for the review of public planning, design, construction, and maintenance needs in conservation planning areas upon request from the city council. (Ord. 40-15, 6-1-2015; amd. Ord. 31-24, 6-17-2024)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Wally Wernimont](#); [Christine Happ Olson](#); [Matt O'Brien](#); [Renee Blosch](#);
Subject: Online Form Submittal: Board/Commission Application Form
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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:

Please identify which opening on the Historic Preservation Commission your qualifications represent:

Name: Cole Hansen

Please enter the best way to pronounce your name below:

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

If other, please specify:	<i>Field not completed.</i>
Gender (choose all that apply)	Man
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address:	408 Burch st
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:	7736170934
Email Address(es):	Cole.hansen66@gmail.com
Place of Employment:	Great River Learning
Business Phone Number:	5635804365
Job Title/ Duties:	Regional Director of Sales
Please list your experience, skills and or education that have prepared you for service on this board/commission:	Dubuque property owner for 4 years. Have owned several historic properties.
What	I bring an investor perspective

contributions can
you make or
state reason for
applying?

Describe your
experience
working in
diverse
environments:

I work with higher ed faculty all around the country full time. Outside of that I work with a diverse range of income, gender, age and racist as a landlord and property manager.

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

I love talking and connecting with people in my city.

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

Matt Henick:+17085287777

Jeremy Noel: +15635437292

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

No

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:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

Cole Hansen

Date:

07/31/2024

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

From: noreply@civicplus.com

To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Wally Wernimont](#); [Christine Happ Olson](#); [Matt O'Brien](#); [Renee Blosch](#);

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 2/13/2025 5:08:14 PM

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Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. 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.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Historic Preservation Commission

Please identify which opening on the Historic Preservation Commission your qualifications represent: Living within the Langworthy District

Name:	Sandy Hockenberry
Pronunciation:	<i>Field not completed.</i>
Street Address:	1015 W 3rd Street
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	5635809203
Email Address(es):	shockenberry@dbq.edu
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Langworthy Historic District meeting
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	<i>Field not completed.</i>
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>
Why are you interested in applying for this Board or Commission?	I have a passion for Dubuque's historic districts and their preservation
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Personally, I live in an historic Dubuque home that we are renovating and feel strongly about preserving our historic neighborhoods. I studied art history and architecture at Western Michigan University and Kendall School of Design.
Share your experience working in diverse environments:	In my professional career as a Development Officer at the University of Dubuque I work with a diverse group of faculty, staff and alumni.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Carrie Tedore - 563-581-0316 (volunteer organizer) Teri Goodmann - 563-580-0690 (volunteer organizer)
Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.	
Signature (type your name here as electronic verification):	Sandy Hockenberry
Date:	02/13/2025

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

From: noreply@civicplus.com

To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Wally Wernimont](#); [Christine Happ Olson](#); [Matt O'Brien](#); [Renee Blosch](#);

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 1/29/2025 7:43:43 PM

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Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. 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.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Historic Preservation Commission

Please identify which opening on the Historic Preservation Commission your qualifications represent: Living within the W. 11th District, At-Large

Name:	Adam Schwendinger
Pronunciation:	<i>Field not completed.</i>
Street Address:	570 W 11TH ST
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001-6205
Preferred Phone Number:	5635998409
Email Address(es):	ASchwendinger.Senior@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website, City of Dubuque Social Media, Through a Friend
If other, please specify:	<i>Field not completed.</i>
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	<i>Field not completed.</i>
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Current board member at Steeple Square
Have you served on a Board, Commission, or Committee before?	Yes

If yes, which?	Current and past Events and Buildings and Grounds committee member at Steeple Square
Why are you interested in applying for this Board or Commission?	I have had a passion for Dubuque's historic buildings, homes and neighborhoods since a young age. Getting involved on a government level has been a goal of mine for a couple years now. Recently, a good friend of mine and CEO of Heritage Works, Duane Haggerty passed away. He was instrumental in getting me started in my professional career and taught me how to make real, positive change. With his passing, he has left a lot of responsibility to us to be knowledgeable of our stock of historic fabric, and to show respectful stewardship. I feel that becoming a member of the Historic Preservation Commission can be a small contribution to the bigger picture of saving Dubuque's history. I can't think of a better way to honor, thank or share Duane's legacy.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have been working in historic preservation, professionally, since 2018. I began with learning stained glass restoration through a program offered at Steeple Square, in partnership with Heritage Works, Four Mounds, NICC and Gronen. I have since been hired on full-time with Gronen Restoration. In addition to Steeple Square, I have been involved in projects such as the True North DBQ housing project, Unitarian Universalist Fellowship Church renovation, and St. Raphael's Cathedral renovation. Before beginning a career in preservation, I worked on miscellaneous home restoration projects for my family, friends, and neighbors. Through research and professional connections, I have gained a wealth of knowledge regarding the architectural history of Dubuque and surrounding area. I love learning new things about our city's rich history, and advocate for saving what makes it special. From 2015 until its disbanding, I was a member of the Dubuque Old House Enthusiasts. We were able to tour older buildings in the Dubuque area and learn more about their significance. I volunteered in planning and running the annual old homes tour in 2016. I currently live in a 1915 American Foursquare, in the historic 11th street district, that I am slowly renovating/restoring. I have been researching not only the history of my own home, but the neighborhood in general.
Share your experience working in diverse environments:	Prior to working in historic preservation, I worked briefly in healthcare, at Unity Point Finley, in Dietary. I worked with many different individuals ranging in gender, age and race from different backgrounds. I enjoy meeting new people and learning new perspectives.
List two professional references: (Examples: employer, coworker, client,	Gronen Restoration- (563) 557-7010 -Employer Chris Happ Olson- (563) 543-3557 -Mentor

vendor, mentor,
volunteer
organizer, etc.))

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification): Adam G Schwendinger

Date: 1/29/25

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CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25

Indicates openings within 2025

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	Open	Open	9/14/28

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

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Jonathan	McCoy	3/25/26
Public Member 1	Open	Open	1/1/01

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

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Matthew	Mulligan	7/1/25
Public Member 1	Open	Open	12/31/26

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Open	Open	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Open	Open	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Open	Open	6/29/25

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	Aaron	Hefel	6/30/25
Business Prof 2	Gail	Chavenelle	6/30/27
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	David	Barba	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

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

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	Michael	Shimkus	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

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	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	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
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	1/1/28
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	DeLano	Cain-Watson	1/1/27
Public Member 7	Open	Open	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

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

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	Open	Open	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	NA

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	Hansen	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	Open	Open	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 AND CASH MANAGEMENT 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 BOARD3 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

Adrienne Breitfelder

From: Citizen Support Center <dubuqueia@mycusthelp.net>
Sent: Sunday, February 16, 2025 8:11 PM
To: Adrienne Breitfelder
Subject: "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

Contact Us

Name: Rachel Boeke

Address: 1241 Jackson St.

Ward:

Phone: 5154512991

Email: rtsboeke@gmail.com

City Department: City Council

Message: Hello Mayor Cavanagh and Dubuque City Council members,

I am writing to introduce myself as an applicant for the Catfish Creek Watershed Management Authority. Thank you for reading, and apologies for the lateness of this note!

In November of last year, I began a term on the Resilient Community Advisory Commission and have been appreciating the cross-disciplinary collaboration I experience there. As you know, one form this takes is a requirement that three members sit on other City commissions, CCWMA being one of them. This is one reason I have applied.

In addition, from 2017 to 2021, I represented Dubuque County on the CCWMA, serving as the chair from 2019 to 2021. I greatly enjoyed my time there, using my skills and expertise related to land management and collaboration. I learned a great deal not only about the details and functioning of this board, but also about inter-municipal collaboration and watershed management specifically.

I hope to once again offer my understanding and background to the CCWMA, and continue fostering growth and development, both between these two commissions and throughout the Dubuque community.

Thank you for your consideration!

Adrienne Breitfelder

From: Citizen Support Center <dubuqueia@mycusthelp.net>
Sent: Sunday, February 16, 2025 1:06 PM
To: Adrienne Breitfelder
Subject: "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

Contact Us

Name: Sara Tandy

Address: 2307 MARTIN DR

Ward: 2

Phone: 5635804473

Email: sar18096@aol.com

City Department: City Council

Message: Hello, I am interested in serving on the Board at Five Flags. I have lived in Dubuque for 37 years. I have worked in the hotel/travel industry and have taken great interest in events that come to our area. Thank you

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 2.

ITEM TITLE:	Boards and Commission Appointments
SUMMARY:	Appointments to the following commissions to be made at this meeting. Airport Commission One, 4-Year term through September 14, 2028 (Vacant term of Clemenson) Applicant: Bob Woodward, 1048 Bonnie Ct. Ron Vaugh, 2973 Castle Woods Ln. (Additional Applicant) Cable Television Commission One, 3-Year term through July 1, 2027 (Vacant term of Baumhover) Applicant: Tom Eckermann, 642 N Burden Ave. Community Development Advisory Commission One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox) One, 3-Year term through February 15, 2028 (Expiring term of Hinke) Applicants: Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative) Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large) Equity and Human Rights Commission One 3-Year term through January 1, 2028 (Expired term of Jolet) Applicants: Talma Brown, 2004 Windsor Ave. Maitha Jolet, 1911 Johnson St. (Additional Applicant) Traci Phillipson, 2120 Rhomberg Ave. Investment and Cash Management Oversight Advisory Commission One, 3-Year term through July 1, 2027 (Vacant term of Heim)

Applicant:
Lucian Paucean, 3145 Arbor Oaks Dr.

Long Range Planning Advisory Commission

One, 3-Year term through July 1, 2025 (Vacant term of Gross)

Applicant:
Jason Davis, 3363 Kimberly Dr.

Transit Advisory Board

One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich)

Applicant:
Talma Brown, 2004 Windsor Ave.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Airport Commission Applicants
3. Cable Television Commission Applicant
4. Community Development Advisory Commission Applicants
5. Equity and Human Rights Commission Applicants
6. Investment and Cash Management Oversight Advisory Commission Applicant
7. Long Range Planning Advisory Commission Applicant
8. Transit Advisory Board Applicant
9. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, February 17, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

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

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of Drahozal)

Applicant:

- Rachel Boeke, 1241 Jackson St.

Civic Center Advisory Commission

One, 3-Year term through June 29, 2027 (Vacant term of Jacobs)

Two, 3-Year terms through June 29, 2025 (Vacant term of Bakke and Christner)

Applicants:

- Ashley Regan, 1100 N Booth St.
- Alan Schumacher, 3035 Burlington St.
- Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission

City code 16-10-1(H) states that if a vacancy occurs in a seat which requires that the appointee be a resident of the historic preservation district and for which there is no application from a qualified resident, the City Council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.

One, 3-Year term through July 1, 2026 (Vacant term of Dement)

One, interim term due to vacancies of the Old Main District and Cathedral District terms

Applicants:

- Cole Hanson, 408 Burch St. (Qualifies for Interim)
- Sandy Hockenberry, 1015 West 3rd St. (Qualifies for Langworthy District)
- Adam Schwendinger, 570 West 11th St. (Qualifies for Interim)

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Airport Commission

One, 4-Year term through September 14, 2028 (Vacant term of Clemenson)

Applicant:

- Bob Woodward, 1048 Bonnie Ct.
- Ron Vaugh, 2973 Castle Woods Ln. (Additional Applicant)

Cable Television Commission

One, 3-Year term through July 1, 2027 (Vacant term of Baumhover)

Applicant:

- Tom Eckermann, 642 N Burden Ave.

Community Development Advisory Commission

One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox)

One, 3-Year term through February 15, 2028 (Expiring term of Hinke)

Applicants:

- Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative)
- Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large)

Equity and Human Rights Commission

One 3-Year term through January 1, 2028 (Expired term of Jolet)

Applicants:

- Talma Brown, 2004 Windsor Ave.
- Maitha Jolet, 1911 Johnson St. (Additional Applicant)
- Traci Phillipson, 2120 Rhomberg Ave.

Investment and Cash Management Oversight Advisory Commission

One, 3-Year term through July 1, 2027 (Vacant term of Heim)

Applicant:

- Lucian Paucean, 3145 Arbor Oaks Dr.

Long Range Planning Advisory Commission

One, 3-Year term through July 1, 2025 (Vacant term of Gross)

Applicant:

- Jason Davis, 3363 Kimberly Dr.

Transit Advisory Board

One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich)

Applicant

- Talma Brown, 2004 Windsor Ave.

CHAPTER 4

AIRPORT COMMISSION

SECTION:

12-4-1: Commission Created

12-4-2: Purpose

12-4-3: Internal Organization And Rules

12-4-4: Procedures For Operation

12-4-5: Membership

12-4-6: Oath

12-4-7: Terms

12-4-8: Vacancies

12-4-9: Officers; Organization

12-4-10: Meetings

12-4-11: Compensation

12-4-12: Removal

12-4-13: Powers

12-4-14: Annual Report

12-4-1: COMMISSION CREATED:

There is hereby created the airport commission. (Ord. 51-14, 8-4-2014)

12-4-2: PURPOSE:

The purpose of the commission is to manage, control, and operate the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-3: INTERNAL ORGANIZATION AND RULES:

The commission shall promulgate and put in force such rules and regulations as shall be deemed necessary and appropriate for the order, operation, management, control and supervision of the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations, except where the policies are in conflict with the regulations of the federal aviation administration, the transportation security administration, or the Iowa department of transportation. (Ord. 51-14, 8-4-2014)

12-4-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-6: 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. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-7: TERMS:

The term of office for commissioners is four (4) years or until such member's successor is appointed and qualified. (Ord. 51-14, 8-4-2014)

12-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 51-14, 8-4-2014)

12-4-9: 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 commissioner. The commission must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 51-14, 8-4-2014)

12-4-10: MEETINGS:

- A. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. 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.

D. 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.

E. Quorum: Three (3) members of the commission 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. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-11: 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. 51-14, 8-4-2014)

12-4-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 51-14, 8-4-2014)

12-4-13: POWERS:

A. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport.

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the director of finance and budget to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof. (Ord. 51-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

12-4-14: ANNUAL REPORT:

An annual report will be prepared, submitted, and distributed in accordance with Iowa Code chapter 330. (Ord. 51-14, 8-4-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Todd Dalsing](#); [Cheryl Sheldon](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/3/2025 3:37:11 PM

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Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. 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.

General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

- * Residency within the corporate city limits
- * Minimum age of 18
- * Can not be employed by the City of Dubuque

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Airport Commission
Commission, or
Committee
applying for:

Name: Bob Woodward

Pronunciation: Bahb WOOD-ward

Street Address: 1048 Bonnie Ct., Dubuque, Iowa
You must live
within the
Dubuque city
limits to

apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone Number: 5635432194

Email Address(es): bob.woodward312@gmail.com

How did you hear about City of Dubuque Boards and Commission? Through a Friend

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

Have you participated in the City of Dubuque City Life Program Life program? No

If so, when? *Field not completed.*

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.*

Why are you interested in applying for this Board or Commission? I am interested in helping maintaining and grow the airport, air transportation services, etc. in the Dubuque area. This includes general aviation, commercial passenger service, corporate aviation, and flight education. (In general, the more awareness and usage - in all its forms - the better!

Describe your experiences My degree (BA, Loras College) is in business. I have run multi-million dollar business divisions (with extensive budgeting work) in retail,

(professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	research and publishing. My major skill set includes business development, marketing, and technology skills. I've served on numerous for-profit and non-profit boards, including Woodward Communications, my own research business, Dubuque Chamber, Iowa Newspaper Association, Key City Fliers, EAA, Junior Achievement, DBQ Rotary, Ice Arena, JDIFF, Creative Adventure Lab, and others.
Share your experience working in diverse environments:	I've worked in gender-, age-, racial- and ethnic-diverse work and volunteer positions, including management. While Dubuque is not as racially-diverse as some communities, it is getting more so all the time. In addition, while in Iowa City (20 years) I had much more exposure and opportunity to work with diverse community members as well.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Mariann Kurtz-Weber 202-247-7836 friend and current commission member , Rick Dickinson, 563-557-9049 business acquaintance Molly Grover, 563-557-9200 business acquaintance Andy Butler. 563-587-5041 business acquaintance
Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.	
Signature (type your name here as electronic verification):	F. Robert (Bob) Woodward III
Date:	1/3/2025

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Todd Dalsing](#); [Cheryl Sheldon](#);
Subject: Online Form Submittal: Board/Commission Application Form
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Airport Commission
Commission, or
Committee
applying for:

Name: Ron Vaughn

Pronunciation: *Field not completed.*

Street Address: 2973 Castle Woods Ln
You must live
within the
Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001-9003

Preferred Phone Number: 563-543-7021

Email Address(es): rvboop1@yousq.net

How did you hear about City of Dubuque Boards and Commission? Through a Friend

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

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

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.*

Why are you interested in applying for this Board or Commission? I am a private pilot and keep my plane at the Dubuque Regional Airport. I would like to see the airport continue to grow for our community.

Describe your IFR certified pilot, member and past vice president of EAA, and

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	retired business owner who is interested in being more involved in the community.
---	---

Share your experience working in diverse environments:	As a business owner I have interacted and worked with people from a number of backgrounds.
--	--

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Teri Goodman, friend, 563.580.0690 Chuck Weber, friend, EAA past president, 563.663.3646
--	---

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Ron Vaughn
---	------------

Date:	2/10/2025
-------	-----------

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CHAPTER 11

CABLE TELEVISION COMMISSION

SECTION:

2-11-1: Commission Created

2-11-2: Purpose

2-11-3: Internal Organization And Rules

2-11-4: Procedures For Operation

2-11-5: Membership

2-11-6: Oath

2-11-7: Terms

2-11-8: Vacancies

2-11-9: Officers/Organization

2-11-10: Meetings

2-11-11: Compensation

2-11-12: Removal

2-11-13: Powers

2-11-1: COMMISSION CREATED:

There is hereby created the cable television commission. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-2: PURPOSE:

The purpose of the commission is:

A. To develop, in respect to community programming, policies that will govern:

1. The use and protection of equipment and facilities;
2. The priorities and scheduling for use of channel time; and
3. Other matters pertaining to community programming or cable services in Dubuque which may arise.

B. To develop policies and procedures regarding the public community programming channels that will promote its nondiscriminatory, first come, first served and equitable use in conformity with all applicable regulations and requirements and limit such use to residents of Dubuque and their own productions.

C. To encourage interest in and development of decidedly local community programming.

D. To encourage cooperation and cordial relations between community programmers, cable subscribers, and the local cable manager and the local cable manager's staff.

E. To identify and support organizations interested in the channels reserved for public, education, and government programming.

F. To advise the following:

1. The city manager or the city manager's designee (collectively "the city manager") on matters relating to community programming; and

2. The city council on expenditure of any funds designated by a franchise for PEG equipment and facilities.

G. To promulgate and administer through the city manager all policies, rules, and procedures relating to community programming.

H. To keep abreast of developments in cable technologies, services, and programming.

I. To evaluate its own proceedings and actions and all community programming and cable related activities. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-3: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its

operations. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-5: MEMBERSHIP:

A. The commission comprises five (5) residents of the city, appointed by the city council.

B. Special Qualifications: In its appointments, the city council will endeavor to achieve a broad representation of the community and public interests which can take advantage of dedicated channels to benefit the residents of the city of Dubuque and to develop a commission versed and competent in telecommunication administration, finances, and regulation. The city council will attempt to give preference to applicants who are actively interested in promoting community cable programming who possess, or are willing to acquire, video production background, and who will relate to the spectrum of informational and cultural needs of cable viewers of the city of Dubuque and applicants who possess professional or experiential backgrounds in law, finances, administration, public relations, or telecommunication technologies. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-6: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-9: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-10: MEETINGS:

A. Meetings: The commission shall meet as needed. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

C. 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.

D. 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.

E. Quorum: Three (3) 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020; Ord. 26-24, 6-17-2024)

2-11-11: 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. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-12: REMOVAL:

Except as provided in subsection 2-11-10C1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

2-11-13: POWERS:

The commission shall have the power, duty, and responsibility to assure that cable channels, equipment, and resources dedicated and reserved for community programming are used effectively, efficiently, and economically to afford the community and individuals of the city of Dubuque the opportunity to express opinions and provide information to cable users, and that such programming is characterized by appropriateness, quality, and continuity. (Ord. 50-15, 8-3-2015; amd. Ord. 13-20, 3-16-2020)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Randy Gehl](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/7/2025 12:08:35 PM

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General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

- * Residency within the corporate city limits
- * Minimum age of 18
- * Can not be employed by the City of Dubuque

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Cable Television Commission
Commission, or
Committee
applying for:

Name: Tom Eckermann

Pronunciation: Tom EK-er-man

Street Address: 642 N Burden Ave

You must live
within the
Dubuque city
limits to

apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 646.460.3700

Email Address(es): tom.eckermann@thmedia.com

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

If other, please specify: Telegraph Herald

Have you participated in the City of Dubuque City Life Program Life program?

If so, when? *Field not completed.*

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

If yes, which? *Field not completed.*

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

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission? I've always had a passion for television and film production. I've worked the industry for over 25 years, and I'd love to offer a helping hand to local aspiring producers and content creators with programming incentivized by the PEG Access Equipment grants.

Describe your experiences I have worked with CityChannel 4 in Iowa City. I currently work as the Mutlimedia Specialist for TH Media. I have worked in Film and TV for

(professional, over 25 years.
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

Share your experience working in diverse environments:

I have lived and worked in the following cities:

Los Angeles, CA (3yrs two different times)
New York, NY(3yrs in Greenwich Village)
London, England(1/2yr in Piccadilly Circus)
Miami, FL(3yrs on Miami Beach)
New Orleans, LA(1yr-2010)
Baton Rouge, LA(6mo)
Austin, TX(1yr while attending UT RTF)

List two professional references:
(Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Dave Kettering - Photo Editor(my immediate boss)
dave.kettering@thmedia.com t-563.588-5715

Bob Woodward - Director of Journalism Philanthropy and College Student Partnerships
bob.woodward@thmedia.com t-563.588-5749

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Thomas Eckermann

Date:

01/07/2025

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ARTICLE C. COMMUNITY DEVELOPMENT ADVISORY COMMISSION

SECTION:

2-5C-1: Commission Created

2-5C-2: Purpose

2-5C-3: Internal Organization And Rules

2-5C-4: Procedures For Operation

2-5C-5: Membership

2-5C-6: Oath

2-5C-7: Terms

2-5C-8: Vacancies

2-5C-9: Officers/Organization

2-5C-10: Meetings

2-5C-11: Compensation

2-5C-12: Removal

2-5C-13: Powers

2-5C-14: Grievance Procedure; Review Standards; Appeal Process

2-5C-15: Procedures For Operations

2-5C-1: COMMISSION CREATED:

There is hereby created the Community Development Advisory Commission. (Ord. 33-19, 7-15-2019)

2-5C-2: PURPOSE:

The purpose of the commission is to provide for citizen participation in the development and evaluation of the City's Community Development Block Grant (CDBG) program. (Ord. 33-19, 7-15-2019)

2-5C-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code. (Ord. 33-19, 7-15-2019)

2-5C-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations. (Ord. 33-19, 7-15-2019)

2-5C-5: MEMBERSHIP:

A. Composition: The commission comprises nine (9) residents of the City, appointed by the City Council.

B. Qualifications:

1. Four (4) members must be residents of census tracts and block groups where at least fifty one percent (51%) of the residents are low/moderate income persons as determined by the United States Department of Commerce, Bureau of the Census.

2. Four (4) members must be residents of the community at-large.

3. One member must be appointed by and from the membership of the Housing Commission, with City Council approval. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-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. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-7: TERMS:

The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified, provided, however, that the term of the cross-representative appointee from the City of Dubuque Housing Commission must coincide with their term on the Housing Commission. (Ord. 33-19, 7-15-2019)

2-5C-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 33-19, 7-15-2019)

2-5C-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. 33-19, 7-15-2019)

2-5C-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
- D. Attendance:
 - 1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after 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. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

2-5C-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget. (Ord. 33-19, 7-15-2019)

2-5C-12: REMOVAL:

Except as provided in subsection 2-5C-10D1 of this article, the City Council may remove any Commissioner for good cause. (Ord. 33-19, 7-15-2019)

2-5C-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To conduct public hearings in accordance with the minimum standards established in the CDBG program's Citizen Participation Plan to ensure meaningful citizen input in the planning, implementation, and assessment of the CDBG program;
- B. To provide for and encourage the participation of low/moderate income persons who reside in designated areas of slum and blight and residents of low/moderate income neighborhoods, as defined by the City Council, in the planning, implementation, and assessment of the CDBG program;
- C. To identify community development needs, particularly the needs of persons of low/moderate income;
- D. To serve in an advisory role upon the request of the City Council in policy decisions regarding funding priorities and program development and implementation;
- E. To monitor and evaluate program activities to advise whether identified community development objectives have been met;
- F. To undertake public information efforts to educate the citizenry of the availability of CDBG funded programs and to provide for a greater understanding of the City's community development efforts;
- G. To assist in the preparation of the statement of community development objectives, assess needs, priorities, and projected use of funds, amendments thereto, and required reports, including but not limited to, the Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and the five-year Consolidated Plan;
- H. To serve in an advisory role to the City Manager in the review of complaints and grievances received in accordance with the procedures established in this Code; and,
- I. To support, upon request, the efforts of the City Council and other City commissions in the assessment of the general development needs of the community. (Ord. 33-19, 7-15-2019)

2-5C-14: GRIEVANCE PROCEDURE; REVIEW STANDARDS; APPEAL PROCESS:

The grievance procedure for the CDBG program is as follows:

- A. Any aggrieved person may file a grievance with the City Manager.
- B. Grievances must contain a concise statement of the grievance and an explanation of the action desired.
- C. The City Manager must forward the grievance to the commission within seven (7) business days of its receipt.

D. The commission, within fifteen (15) working days of the receipt of the grievance, must set a time for a hearing. The complainant must be notified in writing of the time and place of the hearing. If a grievance is resolved prior to the date of the hearing, the aggrieved party must request in writing that the grievance be withdrawn.

E. The commission must conduct a hearing to review the grievance. The grievant may appear in person, by agent, or by attorney. All persons wishing to appear before the commission have an opportunity to be heard regarding the grievance. Minutes must be kept of the proceedings of the hearing.

F. The commission must forward its recommendation, in writing, to the City Manager within ten (10) business days following the hearing.

G. The City Manager must receive and review the recommendation of the commission and respond to the grievant within ten (10) business days of the receipt of the recommendation. The commission must be advised of the action of the City Manager.

H. The recommendations of the commission must comply with the regulations established by the U.S. Department of Housing and Urban Development for the CDBG program under title I of the Housing and Community Development Act of 1974 and this Code.

I. If the grievant is unsatisfied with the response of the City Manager, an appeal may be filed with the City Clerk. The appeal must be forwarded by the City Clerk to the City Council. The City Council may, at its discretion, hold a hearing to consider the concerns of the grievant.

J. Upon review of the appeal, the City Council must:

1. Accept the response of the City Manager;
2. Modify the response of the City Manager; or,
3. Return the grievance to the City Manager for further review.

If the outcome of such appeal is unsatisfactory, the complainant may file a written appeal with the U.S. Department of Housing and Urban Development. (Ord. 33-19, 7-15-2019)

2-5C-15: PROCEDURES FOR OPERATIONS:

The commission must operate in accordance with the standards and procedures set forth in the City's CDBG program's Citizen Participation Plan. (Ord. 33-19, 7-15-2019)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Mary Bridget Corken Deutsch](#);
Subject: Online Form Submittal: Board/Commission Application Form
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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Community Development Advisory Commission
Commission, or
Committee
applying for:

Please identify Low to Moderate Income Area Representative
which opening on
the Community
Development
Advisory
Commission your

qualifications
represent:

Name: Talma Brown

Pronunciation: *Field not completed.*

Street Address: 2004 Windsor Ave

You must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 406-249-1367

Email Address(es): Stargazerlily1963@gmail.com

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

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

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

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

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or

Committee
before?

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

I am a low income person who lives in one of the targeted districts.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I know what its like to be a low-income homeowner in the targeted districts for this Board.

Share your experience working in diverse environments:

I have many years of experience assisting people in diverse population groups.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

I do not have employment-related references.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

TALMA M BROWN

Date:

01/23/2025

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Alexis Steger](#); [Mary Bridget Corken Deutsch](#);
Subject: Online Form Submittal: Board/Commission Application Form
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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Community Development Advisory Commission
Commission, or
Committee
applying for:

Please identify At-Large
which opening on
the Community
Development
Advisory
Commission your

qualifications
represent:

Name: Michelle Hinke

Pronunciation: *Field not completed.*

Street Address: 973 Patricia Ann Dr, Dubuque, Iowa
You must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone Number: 5634514739

Email Address(es): shelly@hammerlawoffices.com

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

If other, please specify: Currently serve on Community Development Advisory Commission

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

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

Yes

Committee
before?

If yes, which? Currently serve on Community Development Advisory Commission

Why are you
interested in
applying for this
Board or
Commission?

To continue to serve on the Commission and Vice Chair. I take part in assisting helping the members of our community,

Describe your
experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

I am a paralegal at a local law firm. I obtained a degree in Paralegal Studies. I also am a member of the Iowa and Illinois Paralegal Associations. I am the secretary for the Pastoral Council at my parish.

Share your
experience
working in
diverse
environments:

I believe working in the field of law daily provides a diverse environment.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Susan Hess
Sahil Kumar

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type
your name here
as electronic
verification):

Michelle Hinke

Date: January 13, 2025

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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](#); [Temwa Phiri](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

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: Talma Brown

Pronunciation: *Field not completed.*

Street Address: 2004 Windsor Ave

You must live within the Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 406-249-1367

Email Address(es): Stargazerlily1963@gmail.com

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

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

Have you participated in the City of Dubuque City Life Program Life program? No

If so, when? *Field not completed.*

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.*

Why are you interested in applying for this Board or Commission? It sounds like it makes policies that are related to issues I care about.

Describe your I have worked in jobs that assist low-income people, Seniors,

experiences
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

Disabled People.

Share your
experience
working in
diverse
environments:

I have worked in jobs that assist people of all racial and ethnic groups, varying religions, income levels, past jail/prison incarcerations, etc.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

I have not yet lived in Dubuque long enough to able to acquire professional employment references.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type
your name here
as electronic
verification):

TALMA M BROWN

Date:

01/23/2025

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

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Specific attention should be directed to possible conflicts of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

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.

General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific board/commission details for more information.

- Residency within the corporate city limits
- Minimum age of 18
- Cannot be employed by the City of Dubuque

BOARD/COMMISSION APPLYING FOR: Equity and Human Rights

NAME: Maitha Jolet

PRONUNCIATION: _____

**Example Name: Petrona Dominguez

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

STREET ADDRESS: 1911 Johnson St Dubuque IA ZIP: 52001

You must live within the corporate city limits of Dubuque to be eligible for a city board or commission

PREFERRED PHONE NUMBER: (563) 313 - 1125

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

1. HOW DID YOU HEAR ABOUT CITY OF DUBUQUE BOARDS AND COMMISSIONS?

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

2. HAVE YOU PARTICIPATED IN THE CITY OF DUBUQUE CITY LIFE PROGRAM: ☒ YES ☐ NO

If so, when? _____

3. ARE YOU CURRENTLY SERVING ON A CITY BOARD OR COMMISSION: ☐ YES ☒ NO

If yes, which? _____

4. HAVE YOU SERVED ON A CITY BOARD OR COMMISSION BEFORE: ☒ YES ☐ NO

If yes, which? EHRC

For this section, please feel free to attach additional pages if necessary.

WHY ARE YOU INTERESTED IN APPLYING FOR THIS BOARD OR COMMISSION?

To bring our struggle and issues the Marshallese community are facing now.

DESCRIBE YOUR EXPERIENCES (PROFESSIONAL, PERSONAL, OR VOLUNTEER), SKILLS, AND/OR EDUCATION THAT HAVE PREPARED YOU FOR SERVICE ON THIS BOARD/COMMISSION:

I was board of commission with EHRC and my commission is expired.

SHARE YOUR EXPERIENCE WORKING IN DIVERSE ENVIRONMENTS:

I've been associated with other nationality.

LIST TWO PROFESIONAL REFERENCES: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)

NAME: Ann Marie Jonnette

PHONE NUMBER: 563-589-4219

RELATIONSHIP: Co-commissioner

NAME: Jake C Kurczek

PHONE NUMBER:

RELATIONSHIP: Colleague EHRC

ACKNOWLEDGEMENT

I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the board or commission to which I am applying.

SIGNATURE:

Maiter [Signature]

DATE:

5/7/25

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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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

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

Name: 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:?

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification): Traci Ann Phillipson

Date: 07/09/2024

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CHAPTER 3

INVESTMENT OVERSIGHT ADVISORY COMMISSION

SECTION:

2-3-1: Commission Created

2-3-2: Purpose

2-3-3: Internal Organization And Rules

2-3-4: Procedures For Operation

2-3-5: Membership

2-3-6: Oath

2-3-7: Terms

2-3-8: Vacancies

2-3-9: Officers; Organization

2-3-10: Meetings

2-3-11: Compensation

2-3-12: Removal

2-3-13: Powers

2-3-14: Reports Provided

2-3-1: COMMISSION CREATED:

There is hereby created the investment oversight advisory commission. (Ord. 52-14, 8-4-2014)

2-3-2: PURPOSE:

The purpose of the commission is to review the actions and decisions of the city's investments and all money managers for compliance with the city's investment policy and to report any noncompliance to the city council; to recommend, as needed, changes in the investment policy to the city council; and to review the investment performance of the city's investments and money managers and to report to the city council concerning such investment performance at least quarterly. (Ord. 52-14, 8-4-2014)

2-3-3: 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. 52-14, 8-4-2014)

2-3-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 52-14, 8-4-2014)

2-3-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council, who have knowledge about investments and finance but with no affiliation with a firm or corporation which does now or during the term of a commissioner provides investment or financial advice or services to the city. (Ord. 52-14, 8-4-2014)

2-3-6: 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. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 52-14, 8-4-2014)

2-3-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 52-14, 8-4-2014)

2-3-9: 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. 52-14, 8-4-2014)

2-3-10: MEETINGS:

A. Regular Meetings: The commission must meet quarterly.

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: Three (3) 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. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-11: 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. 52-14, 8-4-2014)

2-3-12: REMOVAL:

Except as provided in subsection 2-3-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 29-15, 5-18-2015)

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review the actions and decisions of the director of finance and budget and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;

B. To recommend, as needed, changes in the city's investment policy to the city manager and the city council; and

C. To review the investment performance of the city and the city's money managers and report to the city council concerning same at least quarterly. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

2-3-14: REPORTS PROVIDED:

The director of finance and budget must provide the commission with monthly, quarterly, and annual reports prepared by the director of finance and budget and the city's financial advisors. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Kaia Humpal](#); [Jenny Larson](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/6/2025 5:04:03 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

- * Residency within the corporate city limits
- * Minimum age of 18
- * Can not be employed by the City of Dubuque

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Investment Oversight Advisory Commission
Commission, or
Committee
applying for:

Name: Lucian Paucean

Pronunciation: *Field not completed.*

Street Address: 3145 Arbor Oaks Drive
You must live
within the
Dubuque city
limits to

apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 5636635835

Email Address(es): lucianpaucean@gmail.com

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

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

Have you participated in the City of Dubuque City Life Program Life program? No

If so, when? *Field not completed.*

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.*

Why are you interested in applying for this Board or Commission? Interested in helping using my overall experience in various areas.

Describe your experiences Holding a bachelor's in engineering and an associate in networking and working for more than 15 years for a fortune 100 company (IBM)

(professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

and being a small business owner (for about 10 years), I believe that I accumulate a strong and divers level of experience in various venues. Based on my experience, I'm confident that I can help in providing input in areas of investments.

Share your experience working in diverse environments:

Coming from Europe, I was able to adapt to a new society, further my education and succeed professionally. This journey demonstrates activities in a diverse environments and a gradual buildup of a wealth of knowledge and experience.

List two professional references:
(Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

William Derby - 319.560.5548 - friend
Nicolae Ilie - 563.845.9523 - friend

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Lucian Paucean

Date:

01/06/2025

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CHAPTER 2

LONG RANGE PLANNING ADVISORY COMMISSION

SECTION:

15-2-1: Commission Created

15-2-2: Purpose

15-2-3: Internal Organization And Rules

15-2-4: Procedures For Operation

15-2-5: Membership

15-2-6: Oath

15-2-7: Terms

15-2-8: Vacancies

15-2-9: Officers/Organization

15-2-10: Meetings

15-2-11: Compensation

15-2-12: Removal

15-2-13: Powers

15-2-1: COMMISSION CREATED:

There is hereby created the long range planning advisory commission. (Ord. 62-15, 9-21-2015)

15-2-2: PURPOSE:

The purpose of the commission is to foster the community planning process, develop policies, goals, plans, and management tools based on a consensus of community values, and help guide the community's future development, public policies, and decision making. (Ord. 62-15, 9-21-2015)

15-2-3: 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. 62-15, 9-21-2015)

15-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 62-15, 9-21-2015)

15-2-5: MEMBERSHIP:

A. Composition: The commission comprises seven (7) residents of the city, appointed by the city council.

B. Qualifications:

1. All members must be qualified by their knowledge, experience, and ability to contribute to the city's long range planning and development efforts.

2. Cross-Representation: One (1) member must be appointed by and from the membership of the Housing Commission, with city council approval. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021; Ord. 36-24, 6-17-2024)

15-2-6: 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. 62-15, 9-21-2015; amd. Ord. 36-24, 6-17-2024)

15-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The term of the cross- representative appointee to the Long Range Planning Advisory Commission must coincide with their term on the Housing Commission. (Ord. 62-15, 9-21-2015; amd. Ord. 4-21, 2-15-2021)

15-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 62-15, 9-21-2015)

15-2-9: 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. 62-15, 9-21-2015)

15-2-10: MEETINGS:

A. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

B. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

C. 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.

D. 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.

E. 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. 46-16, 9-19-2016; amd. Ord. 36-24, 6-17-2024)

15-2-11: 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. 62-15, 9-21-2015)

15-2-12: REMOVAL:

Except as provided in subsection 15-2-10C1 of this chapter, the City Council may remove any Commissioner for good cause. (Ord. 62-15, 9-21-2015)

15-2-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To provide a leadership role in the planning, coordinating, and sponsoring of a periodic community planning process;

B. To coordinate and supervise the preparation and maintenance of the Comprehensive Plan;

C. To provide input to the City Manager in the preparation of the City Manager's recommended multiyear Capital Improvement Program;

D. To make comprehensive studies of the present condition and the future growth of the City to provide input into the community planning process and to guide and accomplish a coordinated, consistent, and harmonious development in accordance with the present and future needs thereof to the end that the health, safety, morals, order, convenience, prosperity, and general welfare may be promoted;

E. To make or cause to be made such surveys, studies, maps, plans, or charts of the City with due regard to its relation to neighboring territory as may be determined as necessary to carry out the purposes of the commission;

F. To recommend amendments to all or parts of the Comprehensive Plan in response to the community planning process, upon its own initiative or upon recommendation presented by the Zoning Advisory Commission, but only after a public hearing;

G. To review proposed urban renewal plans and urban revitalization plans for consistency with the Comprehensive Plan;

H. To undertake public information efforts to enhance public understanding of the community planning process generally and the Comprehensive Plan specifically; and

I. To undertake from time to time other specific long range planning projects which may be referred to the commission by the City Council. (Ord. 41-17, 9-5-2017)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jason Duba](#); [Wally Wernimont](#); [Christine Happ Olson](#); [Matt O'Brien](#); rblosch@cityofdubque.org;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/9/2025 5:33:05 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Long Range Planning Advisory Commission
Commission, or
Committee
applying for:

Name: Jason B Davis

Pronunciation: *Field not completed.*

Street Address: 3363 Kimberly Dr
You must live
within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52002

Preferred Phone 563-564-7751
Number:

Email jbdavis275@outlook.com
Address(es):

How did you hear Through a Friend
about City of
Dubuque Boards
and
Commission?

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

Have you No
participated in the
City of Dubuque
City Life Program
Life program?

If so, when? *Field not completed.*

Are you currently No
serving on other
Boards,
Commissions, or
Committees?

If yes, which? *Field not completed.*

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

If yes, which? *Field not completed.*

Why are you I am excited about the opportunity to serve on the Long Range
interested in Planning Advisory Commission because I am deeply invested in
applying for this shaping Dubuque's future. As someone who grew up in this
Board or community, I have a personal connection to its history and a strong
Commission? desire to see it thrive for generations to come. I believe the

Commission's work, fostering sustainable development, addressing social and economic challenges, and guiding long-term planning, is vital to creating a city that serves all its residents equitably.

My professional experience in nonprofit leadership has shown me the importance of aligning strategy with community needs, while my personal commitment as a father of two school-aged children drives me to ensure our city's growth provides ample opportunities for the next generation. I am eager to contribute my skills and insights to help create a shared vision for Dubuque's future, one that balances innovation, equity, and sustainability.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

My background combines professional expertise, academics, and personal commitment, all of which have prepared me to serve effectively on this Commission. I am currently pursuing a Master of Science in Nonprofit Administration, where I have gained a deeper understanding of strategic planning, community engagement, and organizational leadership. This education complements my role with the Alzheimer's Association, where I focus on engaging diverse stakeholders, building partnerships, and driving initiatives that align with community needs.

In addition to my professional experience, I have volunteered extensively on equity and accessibility-focused initiatives, which has strengthened my understanding of the importance of inclusive planning. My background in business development has also equipped me with the analytical tools needed to evaluate data, identify growth opportunities, and develop strategies that achieve meaningful outcomes. Together, these experiences have given me the perspective and skills necessary to help guide the city's physical, social, and economic development through this Commission.

Share your experience working in diverse environments:

I have had the privilege of working in diverse environments throughout my career, which has shaped my ability to collaborate effectively with people from a variety of backgrounds. In my current role with the Alzheimer's Association, I engage with a wide range of community and business leaders across Eastern Iowa, including caregivers, healthcare professionals, and individuals from different cultural and socioeconomic environments. This work requires sensitivity to the unique challenges faced by various communities and the ability to craft solutions that address those challenges equitably.

Earlier in my career, my time in the U.S. Army, serving in the 75th Ranger Regiment a Special Operations Unit, provided invaluable experience working in high-pressure environments with individuals from diverse cultural and professional backgrounds. I learned how to foster mutual respect, build trust, and work collaboratively toward shared goals. These skills continue to guide me today.

These experiences, combined with my academic focus on service to my community, have reinforced my commitment to ensuring that every voice is heard in the decision-making process. I am confident

that this perspective will allow me to bring valuable insights into the Commission's work in planning for Dubuque's future.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

Justine Paradiso 563-357-8874 Community Partner
Todd Bauer 563-580-4697 Organization Collaboration

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type
your name here
as electronic
verification):

Jason B Davis

Date:

01/09/2025

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TITLE 5

TRANSIT SYSTEM

CHAPTER 1

TRANSIT ADVISORY BOARD

SECTION:

5-1-1: Board Created

5-1-2: Purpose

5-1-3: Internal Organization And Rules

5-1-4: Procedures For Operation

5-1-5: Membership

5-1-6: Oath

5-1-7: Terms

5-1-8: Vacancies

5-1-9: Officers; Organization

5-1-10: Meetings

5-1-11: Compensation

5-1-12: Removal

5-1-13: Powers

5-1-14: Fare Increase Or Reduction In Service, Procedure

5-1-1: BOARD CREATED:

There is hereby created the Transit Advisory Board. (Ord. 50-14, 7-21-2014)

5-1-2: PURPOSE:

The purpose of the board is to recommend the establishment of routes, schedules, and changes in fare structure and/or rates. (Ord. 50-14, 7-21-2014)

5-1-3: INTERNAL ORGANIZATION AND RULES:

The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code. (Ord. 50-14, 7-21-2014)

5-1-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the board in all its operations. (Ord. 50-14, 7-21-2014)

5-1-5: MEMBERSHIP:

The board comprises five (5) residents of the City, appointed by the City Council. (Ord. 50-14, 7-21-2014)

5-1-6: OATH:

Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the City Clerk's Office any time prior to the first meeting of the board. (Ord. 50-14, 7-21-2014; amd. Ord. 39-24, 6-17-2024)

5-1-7: TERMS:

The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified. (Ord. 50-14, 7-21-2014)

5-1-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-14, 7-21-2014)

5-1-9: OFFICERS; ORGANIZATION:

The board 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 board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 50-14, 7-21-2014)

5-1-10: MEETINGS:

A. Regular Meetings: The board will meet bimonthly, September through May, meeting no less than four (4) times per year.

B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

D. Attendance:

1. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the City Council within ten (10) working days after approval by the board, or by the next regularly scheduled City Council meeting, whichever is later.

F. Quorum: Three (3) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution. (Ord. 11-18, 3-19-2018; amd. Ord. 39-24, 6-17-2024)

5-1-11: COMPENSATION:

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and budget. (Ord. 50-14, 7-21-2014)

5-1-12: REMOVAL:

Except as provided in subsection 5-1-10D1 of this chapter, the City Council may remove any member for good cause. (Ord. 32-15, 5-18-2015)

5-1-13: POWERS:

The board has the following powers, duties, and responsibilities:

A. Advise the City Council on executing agreements and grants relating to the transit system operation and the purchase of new equipment.

B. Advise the City Council on rates, fares, or charges for the transportation of passengers and any incidental services and the rates or charges to be made for advertising in buses or any other facility. (Ord. 50-14, 7-21-2014)

5-1-14: FARE INCREASE OR REDUCTION IN SERVICE, PROCEDURE:

A. Definitions: The following words and phrases, when used in this title shall, for the purpose of this title, have the meanings respectively ascribed to them in this section:

SUBSTANTIAL REDUCTION IN SERVICE: 1. Routes: Elimination of a route;

2. Service Hours: Reduction of ten percent (10%) of service hours of a route;

3. Service Miles: Reduction of ten percent (10%) of service miles of a route; and/or

4. Bus Stops: Elimination of one or more stops on a route that would result in a greater than one-fourth $\frac{1}{4}$ mile walking distance between bus stops.

B. Public Hearing: Prior to the adoption of any fare increase or a substantial reduction in service by the City Council, the City Council must set a time and place for public hearing on such proposed fare increase or reduction in service, and must cause a notice of the time and place of such hearing to be published in a newspaper of general circulation in the City not less than four (4) nor more than twenty (20) days prior to such hearing. All notices must comply with all Federal, State, and local regulations.

C. Contents Of Notice: The notice must state the time and place of hearing, include a summary of the proposed fare increase or reduction in service level, indicate who the increase or reduction will affect, indicate the date the increase or reduction will take effect, and request that interested persons comment, in writing filed with the City Clerk prior to the time of the public hearing or in person at the public hearing, on the proposed increase or reduction. The notice must also state that any comments submitted will be considered by the City Council, and that following the public hearing, the City Council will act to adopt, modify or reject the proposed fare increase or reduction in service. All notices must comply with all Federal, State, and local regulations. (Ord. 60-14, 10-6-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Ryan Knuckey](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/23/2025 6:43:31 PM

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Transit Advisory Board
Commission, or
Committee
applying for:

Name: Talma Brown

Pronunciation: *Field not completed.*

Street Address: 2004 Windsor Ave
You must live
within the
Dubuque city

limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 406-249-1367

Email Address(es): Stargazerlily1963@gmail.com

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

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

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

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.*

Why are you interested in applying for this Board or Commission?

I am a frequent rider on the Jule bus and occasional rider on the Jule paratransit bus.

Describe your I am a disabled person with a disabled family member. We depend

experiences upon the Jule for transportation.
(professional,
personal, or
volunteer), skills,
and /or education
that have
prepared you for
service on this
Board or
Commission?

Share your
experience
working in
diverse
environments:

My status as a disabled person has required me to work in and be assisted by people with various backgrounds.

List two
professional
references:
(Examples:
employer,
coworker, client,
vendor, mentor,
volunteer
organizer, etc.))

I have not worked in Dubuque. I do not have employment references.

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type
your name here
as electronic
verification):

TALMA M BROWN

Date:

01/23/2025

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CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25

Indicates openings within 2025

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	Open	Open	9/14/28

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

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Jonathan	McCoy	3/25/26
Public Member 1	Open	Open	1/1/01

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

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Matthew	Mulligan	7/1/25
Public Member 1	Open	Open	12/31/26

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Open	Open	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Open	Open	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Open	Open	6/29/25

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	Aaron	Hefel	6/30/25
Business Prof 2	Gail	Chavenelle	6/30/27
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	David	Barba	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

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

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	Michael	Shimkus	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

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	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	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
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	1/1/28
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	DeLano	Cain-Watson	1/1/27
Public Member 7	Open	Open	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

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

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	Open	Open	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	NA

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	Hansen	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	Open	Open	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 AND CASH MANAGEMENT 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 BOARD3 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: Request to Rezone Property on Harrison Street

SUMMARY: Proof of publication on notice of public hearing to consider a request from Wes Wedewer to rezone the NE Corner of Harrison and Camp Street (PIN# 1025478010) from CS Commercial Service and Wholesale to C-3 General Commercial zoning district, and Zoning Advisory Commission recommending approval.
ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At Harrison Street (PIN 1025478010) From CS Commercial Service And Wholesale District To C-3 General Commercial District

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. Zoning Advisory Commission Letter
2. Application
3. Vicinity Map
4. Notification Map
5. Staff Report
6. CS Commercial Service Zoning Regulations
7. C-3 General Commercial Zoning Regulations
8. Ordinance

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



February 10, 2025

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

Applicant: Wes Wedewer
Location: NE Corner of Harrison and Camp Street (PIN# 1025478010)
Description: To rezone property from CS Commercial Service and Wholesale to C-3 General Commercial zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request at their meeting on February 5, 2025. The application, staff report, and related materials are attached for your review.

Discussion

Wesley Wedewer, 406 Wyatt Drive, Peosta IA, spoke in favor of the request. He noted that he was seeking a rezoning in order to build and operate a physical therapy office which is considered a medical office and not allowed in the current CS zoning district.

There was no public input.

Staff detailed the staff report noting that the request is considered an expansion of an existing C-3 zoning district since the district is present to the west and south of the subject property. He said that traffic counts are not recent but noted that the rezoning would not substantially increase vehicle trips to the area. Staff stated that no public input has been received regarding the request. Staff said that the area has been transitioning from being historically primarily industrial type uses to more commercial uses noting that the subject property was rezoned from HI to its current CS district in 1986. Staff reminded the Commission that the site is currently vacant, and that any development would need to go through development review team and site plan review.

The Commission briefly discussed the proposal, finding it appropriate.

Recommendation

By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

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

The Honorable Mayor and City Council Members
Page 2

Respectfully submitted,



Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

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

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: Lot 1 Harrison Street Place #2
Legal Description/Parcel ID#/Subdivision: 1025478010
Existing Zoning: CS Proposed Zoning: C3 Site Area (square feet/acres): 0.54 acres
Historic District: _____ Landmark: ☐ Yes ☒ No

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

We are looking to build a Physical Therapy clinic on the site location identified. This would be a medical facility and C3 zoning would be required.

C. Applicant/Agent Information

Name: Wesley Wedewer Phone: 563-564-0385
Address: 406 Wyatt Drive City: Peosta
State: IA Zip: 52068 Email: wesleyw@ptsiowa.com

D. Property Owner(s) Information

Name(s): _____ Phone: _____
Address: _____ City: _____
State: _____ Zip: _____ Email: _____

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

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

Applicant/Agent: Wesley Wedewer Date: 1/17/2025

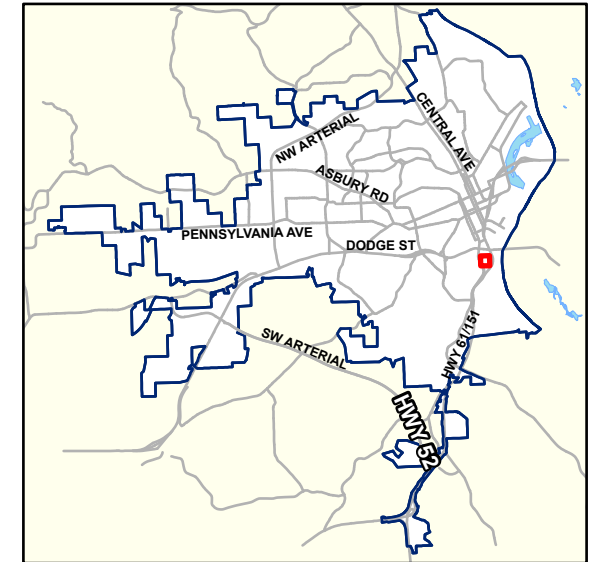
Property Owner(s): _____ Date: _____

FOR OFFICE USE ONLY

Fee \$ 662 Ck# 1542 ☐ CC ☐ Cash Received by Travis/Wally Date 1/17/25



Vicinity Map



Applicant: Wesley Wedewer

Location: Harrison Street (PIN 1025478010)

Type: Rezoning

Description: To rezone property from CS Commercial Service and Wholesale to C-3 General Commercial zoning district.

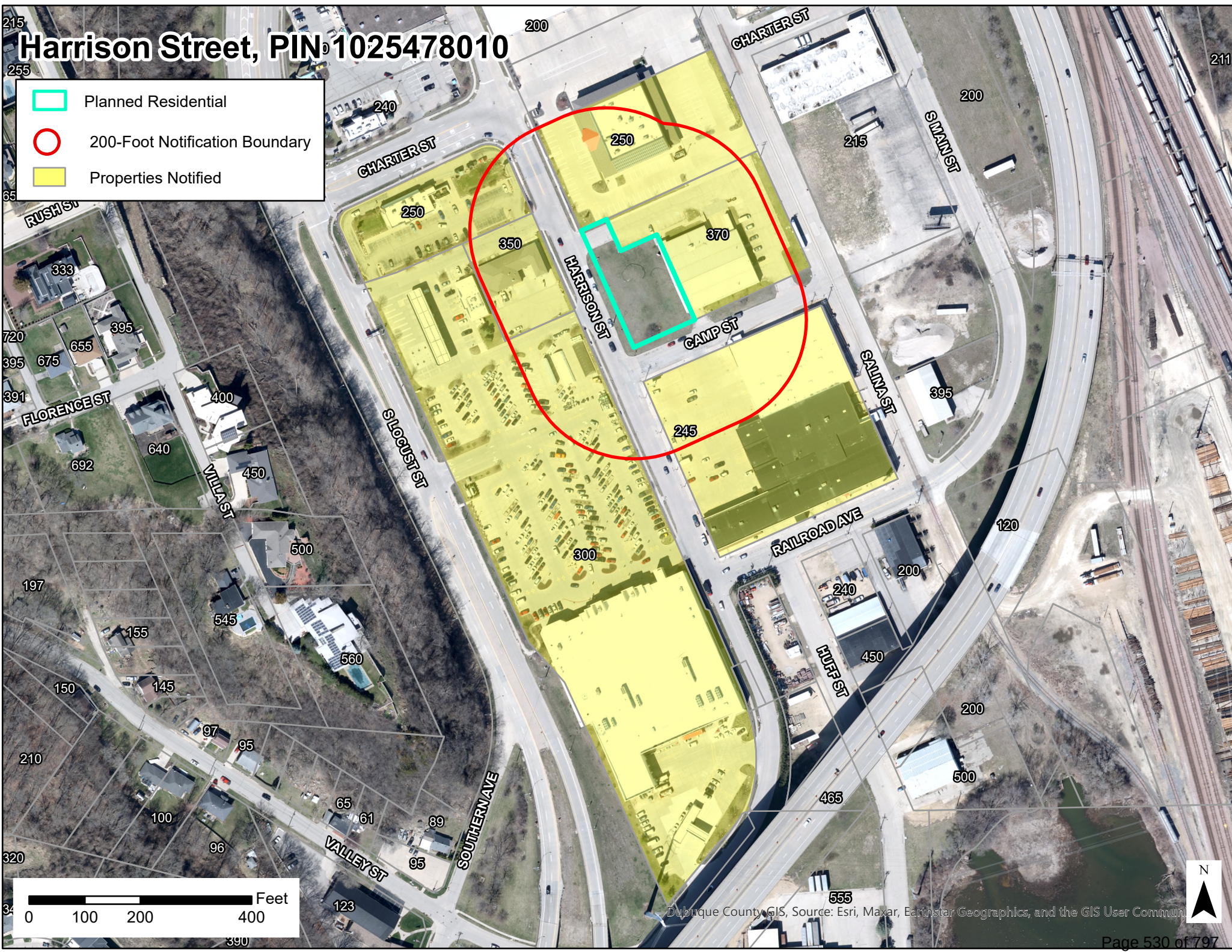
 Subject Property

0 62.5 125 250
 Feet



Harrison Street, PIN 1025478010

-  Planned Residential
-  200-Foot Notification Boundary
-  Properties Notified



Property Address: Harrison Street (PIN 1025478010)

Property Owner: M & S LEASING L C

Applicant: Wesley Wedewer

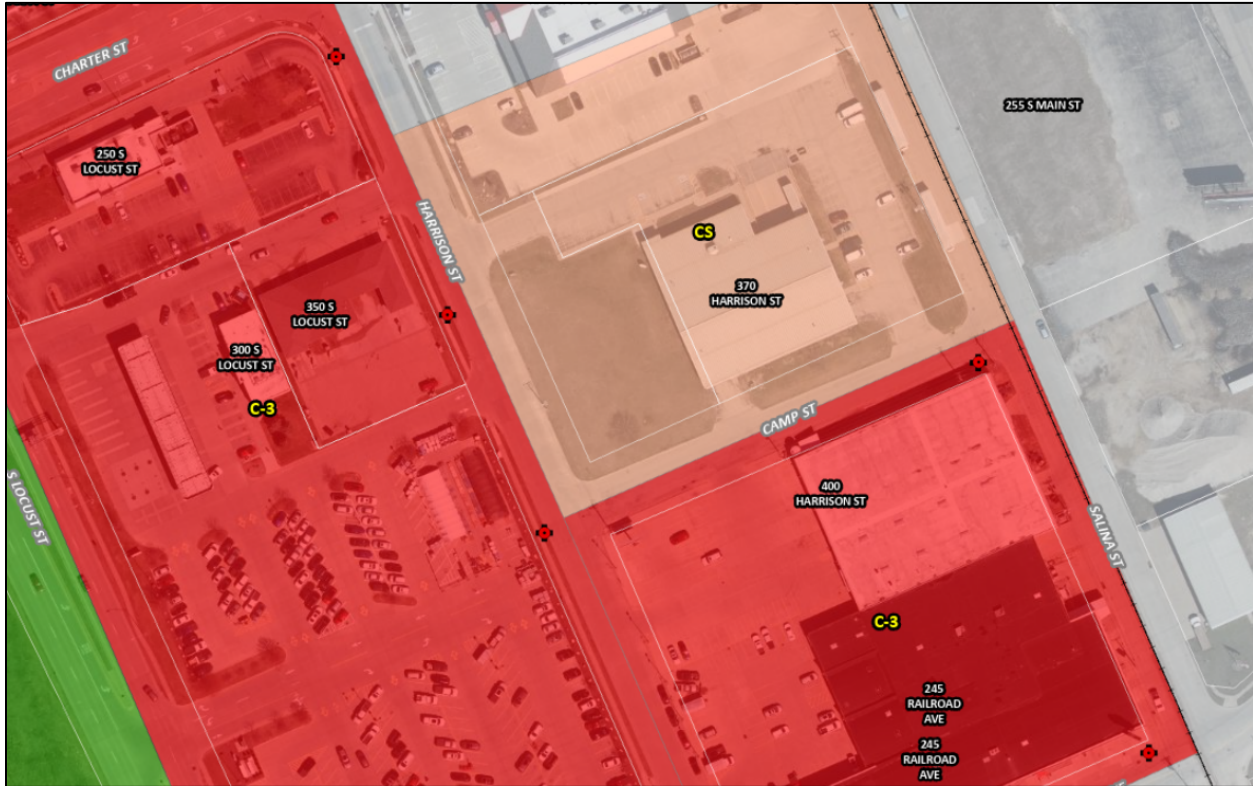
Description: To rezone property from CS Commercial Service and Wholesale to C-3 General Commercial.

Proposed Land Use: Commercial	Proposed Zoning: C-3
Existing Land Use: Vacant	Existing Zoning: CS
Adjacent Land Use:	Adjacent Zoning:
North – Spahn and Rose Lumber	North – CS/LI
East – Freight Transfer (Fed Ex)	East – CS
South – Multi-tenant Commercial	South – C-3
West – Commercial (Hy-Vee and Carwash)	West – C-3
Former Zoning:	
Prior to 1975 – HI Heavy Industrial	
1986 – CS Commercial Service & Wholesale	
1993 – CS Commercial Service & Wholesale	
Total Area:	0.54 acres / 23,400 square feet

Property History: The property is located in an area of the City that has historically been zoned for and utilized as heavy industrial. The area has been transitioning to more commercial uses over time. The subject property itself was downzoned from Heavy Industrial to Commercial Service in 1986. The subject property is vacant and rezoning may facilitate commercial infill.

Physical Characteristics: The subject property is an approximate half-acre (23,400 square feet) corner lot at the intersection of Harrison Street and Camp Street. It is currently vacant. The property is primarily flat and the surrounding development consists of a mix of commercial and light industrial uses.

Property view on next page.



Subject property and zoning of surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property as Heavy Industrial.

Impact of Request on:

Utilities: Existing utilities are adequate to serve the subject property.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes both Harrison and Camp streets as Local. The most recent Harrison Street traffic counts are from 1975 and show an average annual daily count of 175 vehicles. Charter Street, which is located just north of the subject property which connects Locust Street to Harrison Street had an average annual daily count of 5,100 vehicles in 2021. It is anticipated that the majority of that traffic would go down Harrison as well. The most recent traffic count for Camp Street was in 1998 showing an average annual daily count of 2,531 vehicles. Although development of the subject property may result in additional vehicle counts, due to the size of the property and the uses that would be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts to the subject site or area.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: The subject property consists of one lot, which is vacant. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

Adjacent Properties: The subject property is surrounded by a mix of commercial and light industrial uses. The proposed rezoning would change the zoning designation for the subject property only and any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively impact adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from CS Commercial Service and Wholesale to C-3 General Commercial. The applicant is requesting the rezoning to allow the operation of a physical therapy clinic, which is classified as a medical office.

The subject property is an approximate half-acre (23,400 square feet) corner lot at the intersection of Harrison and Camp Street. It is currently vacant. The property is primarily flat and the surrounding development consists of a mix of commercial and light industrial uses. The property is located in an area of the City that has historically been zoned for and utilized as heavy industrial. The area has been transitioning to more commercial uses over time. The subject property itself was downzoned from Heavy Industrial to Commercial Service in 1986. The subject property is vacant, and rezoning may facilitate commercial infill.

The Iowa Department of Transportation (IDOT) categorizes both Harrison and Camp streets as Local. The most recent Harrison Street traffic counts are from 1975 and show an average annual daily count of 175 vehicles. Charter Street, which is located just north of the subject property which connects Locust Street to Harrison Street had an average annual daily count of 5,100 vehicles in 2021. It is anticipated that the majority of that traffic would go down Harrison as well. The most recent traffic count for Camp Street was in 1998 showing an average annual daily count of 2,531 vehicles. Although development of the subject property may result in additional vehicle counts, due to the size of the property and the uses that would be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts to the subject site or area.

The subject property is adequately served by existing utilities and public services and would be, regardless of the type of development on the site. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

The CS zoning district allows for thirty-nine (39) Principal Permitted Uses and the proposed C-3 zoning district allows for fifty-eight (58) Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The twenty-two (22) uses highlighted in yellow are permitted in both zoning districts. A copy of the full summary of each zoning district is attached to this report.

Principal Permitted Uses	
CS Zoning District	C-3 Zoning District
Agricultural supply sales	Agricultural supply sales
Animal hospital or clinic	Animal hospital or clinic
Appliance sales or service	Artist studio
Auto part sales or supply	Auditorium or assembly hall
Business services	Bakery
Commercial greenhouse	Bank, savings and loan, or credit union
Construction supply sales or service	Bar or tavern
Contractor shop or yard	Barber or beauty shop
Dental or medical lab	Business services
Farm implement sales or service	Car wash, full service
Freight transfer facility	Car wash, self-service
Fuel or ice dealer	Commercial greenhouse
Furniture or home furnishing sales	Construction supply sales or service
Furniture upholstery or repair	Contractor shop or yard
General office	Dental or medical lab
Kennel	Department store (60,000 sq. ft. maximum)
Landscaping services (not including retail sales as primary use)	Drive-up automated bank teller
Licensed childcare center	Farm implement sales or service
Lumberyard or building material sales	Furniture upholstery or repair
Mail order house	Gas station
Maternity group home	General office
Miniwarehousing	Golf course
Moving or storage facility	Grocery store
Off street parking lot	Hotel
Office supply	Indoor amusement arcade
Passenger transfer facility	Indoor recreation facility
Pet daycare or grooming	Indoor restaurant
Printing or publishing	Indoor theatre
Processing or assembly	Laundry, dry cleaner, or laundromat
Railroad or public or quasi-public utility, including substation	Licensed childcare center
Refrigeration equipment sales or service	Maternity group home
Registered child development home	Medical office
Resource recovery/recycling center (indoor only)	Miniwarehouse
Upholstery shop	Mobile or manufactured home sales or service
Vehicle body shop	Mortuary or funeral home
Vehicle sales or rental	Moving or storage facility
Vehicle service or repair	Museum or library
Vending or game machine sales or service	Neighborhood shopping center
Wholesale sales or distributor	Parking structure
	Parks, public or private, and similar natural recreation area
	Pet daycare or grooming
	Photographic studio
	Place of religious exercise or assembly
	Printing or publishing
	Private club
	Railroad or public or quasi-public utility, including substation
	Registered child development home
	Residential use above the first floor only
	Restaurant, drive-in or carryout
	Retail sales and service
	School of private instruction
	Service station
	Tattoo parlor

	Tour home
	Vehicle body shop
	Vehicle sales or rental
	Vehicle service or repair
	Vending or game machine sales or service
	Wholesale sales or distributor

Approval of the proposed rezoning is not anticipated to substantially alter the fabric of the area. It is also worth noting that the property is currently vacant. The subject property is fairly small in size and consequently development standards may require variance or waiver approvals to be able to accommodate most of the allowed uses in the C-3 zoning district.

The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property area as Light Industrial.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by:  Reviewed by:  Date: 1/28/2025

16-5-16: CS COMMERCIAL SERVICE AND WHOLESALE:

The CS district is intended to provide locations for a variety of business services, office uses, limited industrial activity and major wholesale operations. The CS district uses are primarily characterized by large storage space requirements, high volume truck traffic and low volume customer traffic. It is intended that the CS district is one that provides a transitional zone that can be used between industrial and commercial uses and in cases where topography establishes a transitional area due to physical limitations between industrial and higher density residential development. (Ord. 52-09, 10-19-2009)

16-5-16-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the CS district:

- Agricultural supply sales.
- Animal hospital or clinic.
- Appliance sales or service.
- Auto part sales or supply.
- Business services.
- Commercial greenhouse.
- Construction supply sales or service.
- Contractor shop or yard.
- Dental or medical lab.
- Farm implement sales or service.
- Freight transfer facility.
- Fuel or ice dealer.
- Furniture or home furnishing sales.
- Furniture upholstery or repair.
- General office.
- Kennel.
- Landscaping services (not including retail sales as primary use).
- Licensed childcare center.
- Lumberyard or building material sales.
- Mail order house.
- Maternity group home.
- Miniwarehousing.
- Moving or storage facility.
- Off street parking lot.
- Office supply.
- Passenger transfer facility.
- Pet daycare or grooming.
- Printing or publishing.
- Processing or assembly.
- Railroad or public or quasi-public utility, including substation.
- Refrigeration equipment sales or service.
- Registered child development home.
- Resource recovery/recycling center (indoor only).
- Upholstery shop.
- Vehicle body shop.
- Vehicle sales or rental.
- Vehicle service or repair.
- Vending or game machine sales or service.
- Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023)

16-5-16-2: CONDITIONAL USES:

The following conditional uses may be permitted in the CS district, subject to the provisions of section16-8-5 of this title:

- Licensed adult day services.
- Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-16-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section16-3-7 of this title:

- Any use customarily incidental and subordinate to the principal use it serves.
- Wind energy turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-16-4: TEMPORARY USES:

The following uses shall be permitted as temporary uses in the CS district in conformance with the provisions of section16-3-19 of this title:

- Any use listed as a permitted use within the district. (Ord. 52-09, 10-19-2009)

16-5-16-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-16-6: SIGNS:

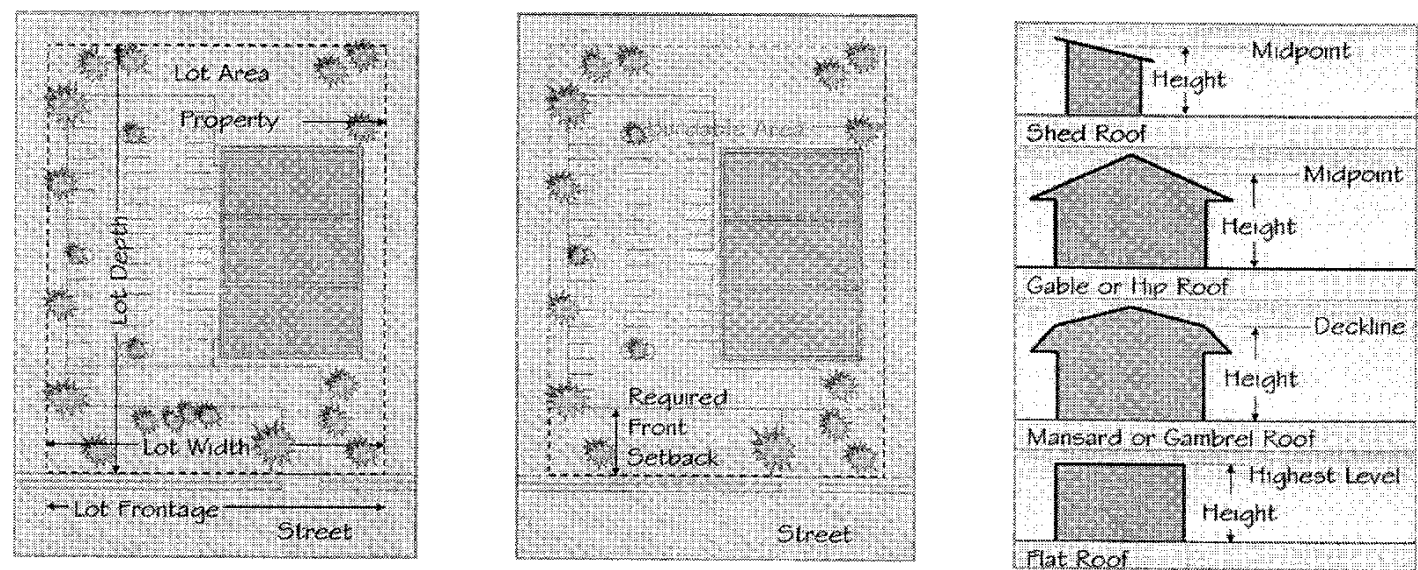
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-16-7: BULK REGULATIONS:

CS Commercial Service And Wholesale	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
Vehicle sales	20,000 sq. ft.	-	-	20 ft.	-	-	-	40 ft.
All other uses	-	-	-	20 ft.	-	-	-	40 ft.

Notes:

- 1. When abutting a residential or office residential district, a 20 foot side setback is required.
- 2. When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

16-5-13: C-3 GENERAL COMMERCIAL:

The C-3 district is intended to provide locations for commercial uses which are designed to serve the motoring public or uses requiring highway or arterial locations. (Ord. 52-09, 10-19-2009)

16-5-13-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-3 district:

- Agricultural supply sales.
- Animal hospital or clinic.
- Artist studio.
- Auditorium or assembly hall.
- Bakery (wholesale/commercial).
- Bank, savings and loan, or credit union.
- Bar or tavern.
- Barber or beauty shop.
- Business services.
- Car wash, full service.
- Car wash, self-service.
- Commercial greenhouse.
- Construction supply sales or service.
- Contractor shop or yard.
- Dental or medical lab.
- Department store (60,000 square feet maximum).
- Drive-up automated bank teller.
- Farm implement sales or service.
- Furniture upholstery or repair.
- Gas station.
- General office.
- Golf course.
- Grocery store.
- Hotel.
- Indoor amusement arcade.
- Indoor recreation facility.
- Indoor restaurant.
- Indoor theater.
- Laundry, dry cleaner, or laundromat.
- Licensed childcare center.
- Maternity group home.
- Medical office.
- Miniwarehouse.
- Mobile or manufactured home sales or service.
- Mortuary or funeral home.
- Moving or storage facility.
- Museum or library.
- Neighborhood shopping center.
- Parking structure.
- Parks, public or private, and similar natural recreation areas.
- Pet daycare or grooming.
- Photographic studio.
- Place of religious exercise or assembly.
- Printing or publishing.
- Private club.
- Railroad or public or quasi-public utility, including substation.
- Registered child development home.
- Residential use above the first floor only.
- Restaurant, drive-in or carryout.
- Retail sales and service.
- School of private instruction.
- Service station.
- Tattoo parlor.
- Tour home.
- Vehicle body shop.
- Vehicle sales or rental.
- Vehicle service or repair.
- Vending or game machine sales or service.
- Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 44-23, 9-18-2023; Ord. 49-23, 11-20-2023)

16-5-13-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-3 district, subject to the provisions of section16-8-5 of this title:

- Licensed adult day services.

Outdoor recreation or outdoor amusement center.

Passenger transfer facility.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-13-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Crematorium accessory to a mortuary or funeral home.

Off-premise parking lot.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 44-24, 7-15-2024)

16-5-13-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-13-6: SIGNS:

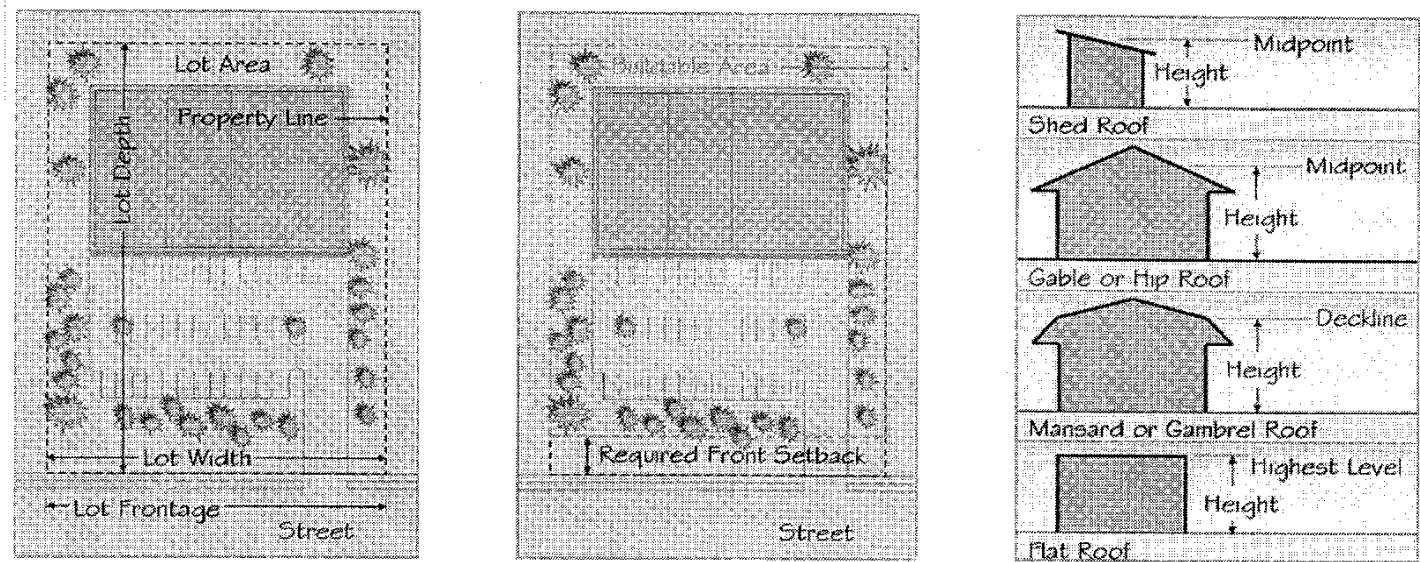
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-7: BULK REGULATIONS:

C-3 General Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	50%	20 ft.	-	-	-	40 ft.
Vehicle sales	20,000 sq. ft.	-	-	20 ft.	-	-	-	40 ft.
All other uses	-	-	-	20 ft.	-	-	-	40 ft.

Notes:

- When abutting a residential or office residential district, a 20 foot side setback is required.
- When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breitsfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT HARRISON STREET (PIN 1025478010) FROM CS COMMERCIAL SERVICE AND WHOLESALE DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from CS Commercial Service and Wholesale District to C-3 General Commercial District, to wit:

Lot 1 of Harrison Street Place No. 2, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Request to Rezone Property on Cedar Cross Road

SUMMARY: Proof of publication on notice of public hearing to consider a request from Joel Callahan, Callahan Construction, to rezone property at Cedar Cross Road from C-3 General Commercial to Planned Unit Development with PR-Planned Residential designation, and Zoning Advisory Commission recommending approval.
ORDINANCE Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Reclassifying Hereinafter Described Property From C-3 General Commercial To PUD Planned Unit Development District With PR Planned Residential Designation And Adopting A Conceptual Development Plan

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. Zoning Advisory Commission Letter
2. Rezoning Application
3. Vicinity Map
4. Notification Map
5. Paving Plan
6. Imagery
7. Corrected Staff Report _Uploaded 2.17.25
8. Staff Report
9. Ordinance
10. Ordinance - Conceptual Plan
11. Staff Presentation
12. Public Input

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



January 29, 2025

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

Applicant: Joel Callahan, Callahan Construction
Location: Cedar Cross Road
Description: To rezone property from C-3 General Commercial to Planned Unit Development with PR-Planned Residential designation.

Dear Mayor and City Council Members:

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

Discussion

Joey Callahan, spoke on behalf of the applicant. He noted that the request is to rezone to create six apartment buildings with a total of 180 market rate apartments.

John Schumacher, 457 Shinoak Court, had an inquiry regarding whether the turn lanes would impact any other nearby properties. Mr. Callahan noted that there will be a partial reconstruction of the driveway entrances for the nearest neighboring commercial properties to the north of the subject site.

Staff Member Shena Moon detailed the staff report. She described the proposed Conceptual Development Plan noting that it includes six (6) three-story multi-family residential buildings each containing 30 units, totaling 180 units in all. She noted the developer has indicated the units will be market rate and feature a mix of one-, two-, and three-bedroom units. The development features 286 parking stalls, which includes 84 garage stalls, 195 surface stalls, and 7 ADA stalls. The proposed quantity of parking spaces exceeds the UDC requirement for multi-family properties of 1.5 stalls per unit, which equates to 270 stalls in this case. The development will feature recreation facilities including a clubhouse, pickleball courts, and a dog run. The subject property is planned to be subdivided into three lots and would be constructed in three phases.

Staff Member Moon said the site would be accessed by a 38'-wide private drive with an inbound lane, a left-turn outbound lane, and a right-turn outbound lane. 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 and adequate vehicle stacking space. To help accommodate vehicles entering the

development, Cedar Cross will be widened and a new left-turn lane installed for vehicles traveling south on Cedar Cross. City Engineering staff have determined these turn lanes meet the anticipated traffic demand and mitigate impact on traffic traveling past on Cedar Cross Road.

Staff Member Moon concluded that prior to any development taking place on the property, the applicant would be required to obtain an approved Site Plan through the development review process. Site plans are reviewed by all relevant City departments regarding development standards such as access, parking, screening, paving, stormwater management, water connections, sanitary sewer connection, and fire safety.

Commissioner Lohrmann asked if specific bulk standards are a part of the rezoning. Staff Member Moon noted that the conceptual plan needs to be followed and noted that the maximum height of 50' and the R-4 bulk regulations would otherwise apply.

The Commissioners discussed the proposal, finding it an improvement over the current commercial zoning district and noted that the site sits lower than the residential neighbors to the south and is a good location for a multi-family residential project.

Recommendation

By a vote of five to zero, the Zoning Advisory Commission recommends that the City Council approve the request.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matthew Mulligan", is written over the printed name and title.

Matthew Mulligan
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

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

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: 380 Cedar Cross Road
Legal Description/Parcel ID#/Subdivision: 1027376005
Existing Zoning: C-3 Proposed Zoning: PUD Site Area (square feet/acres): 11.06 Acres
Historic District: N/A .andmark: ☐ Yes ☒ No

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

Rezone property to PUD for the construction of six 30-unit apartment buildings with a club house, dog run, and pickle ball court.

C. Applicant/Agent Information

Name: Joel Callahan Phone: 5632138752
Address: 7629 Commerce Park City: Dubuque
State: IA Zip: 52002 Email: callahaninc@yousq.net

D. Property Owner(s) Information

Name(s): CCI5, LLC Phone: 5635884273
Address: 7629 Commerce Park City: Dubuque
State: IA Zip: 52002 Email: callahaninc@yousq.net

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

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

Applicant/Agent: [Signature] Date: 1/13/25

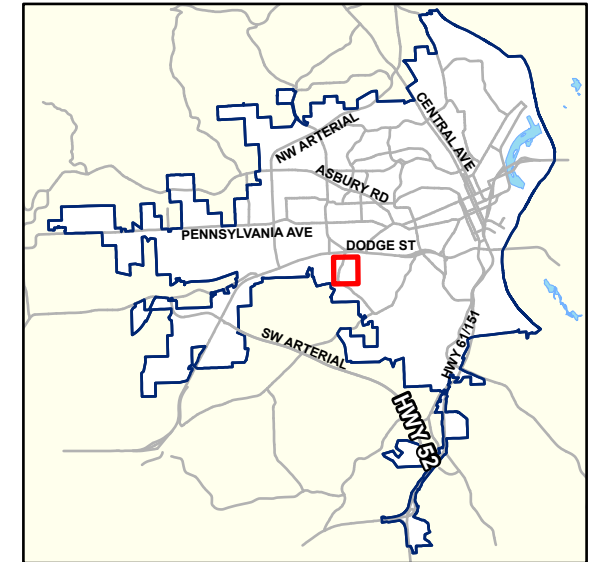
Property Owner(s): CCI5 LLC [Signature] Date: 1/13/25

FOR OFFICE USE ONLY

Fee \$ _____ Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____



Vicinity Map

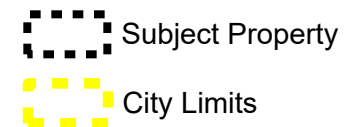


Applicant: Callahan Construction, LLC.

Location: Cedar Cross Road (PIN 1027376005)

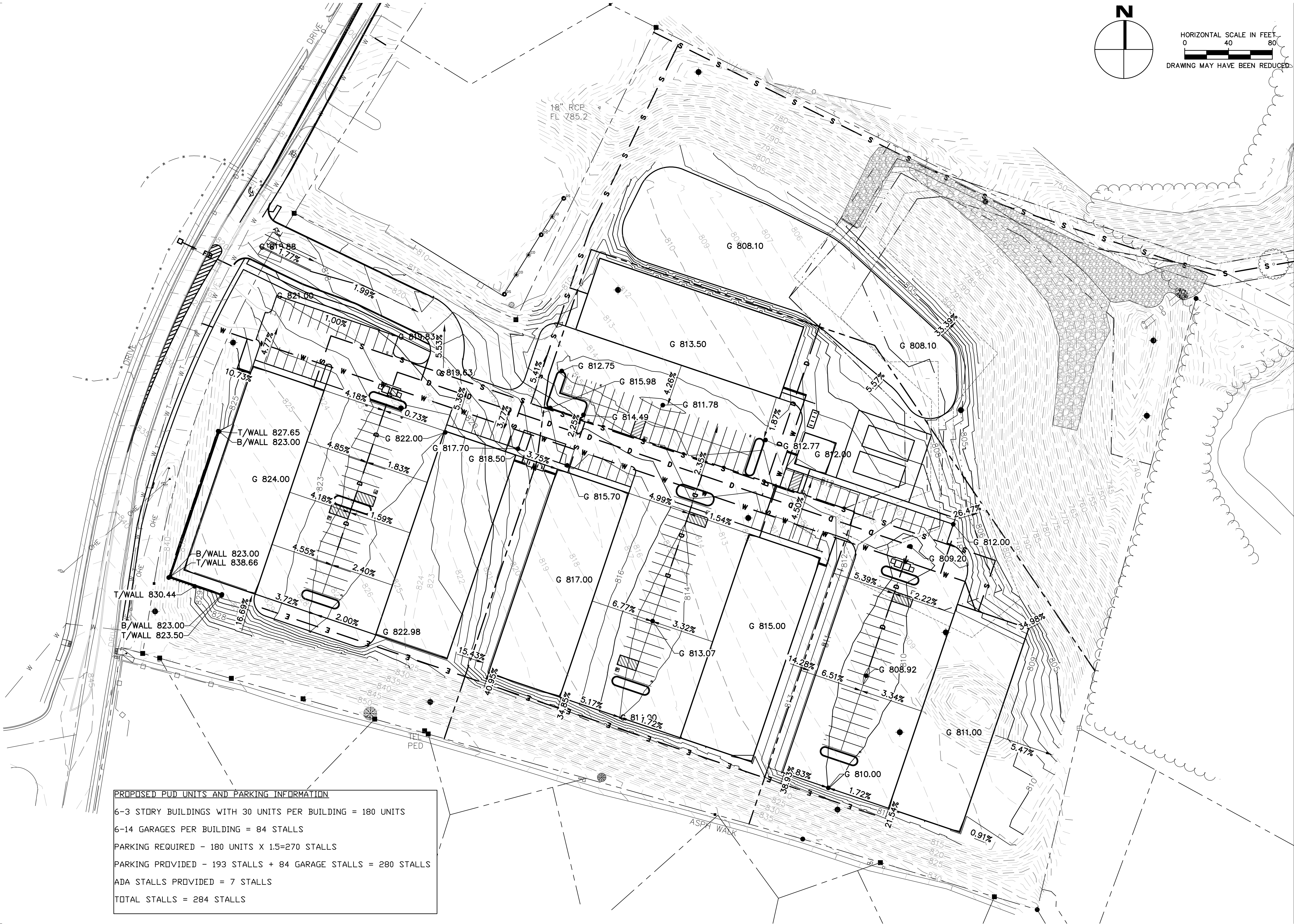
Type: Rezoning

Description: To rezone property from C-3 General Commercial to Planned Unit Development with PR-Planned Residential designation.



Callahan Cedar Cross Rezoning Notification Map





PROPOSED PUD UNITS AND PARKING INFORMATION

6-3 STORY BUILDINGS WITH 30 UNITS PER BUILDING = 180 UNITS

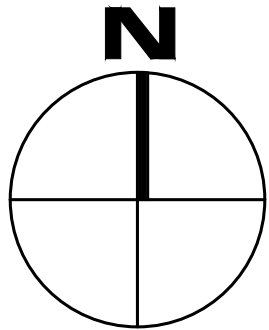
6-14 GARAGES PER BUILDING = 84 STALLS

PARKING REQUIRED - 180 UNITS X 1.5=270 STALLS

PARKING PROVIDED - 193 STALLS + 84 GARAGE STALLS = 280 STALLS

ADA STALLS PROVIDED = 7 STALLS

TOTAL STALLS = 284 STALLS



HORIZONTAL SCALE IN FEET
0 40 80
DRAWING MAY HAVE BEEN REDUCED

Client Name
**CALLAHAN
CONSTRUCTION, INC.**

Project Name
**CEDAR CROSS
RD
DEVELOPMENT**

Location / Description
**380 CEDAR
CROSS RD,
DUBUQUE, IA**

Revisions	Rev	Description	Issued For Bidding:	Issued For Construction:	Date
	1	Project Number 23173	Project Manager	Project Manager	
		P:\23173\23173\DRAWINGS\23173 22-06 PUDWG 12/21/2024 1:08 PM ALEX KERR			

Sheet Title

PAVING PLAN

C6.10

Cedar Cross Rd



Oblique view of subject property from west, March 2024 imagery

Cedar Cross Rd



Street View of subject property, October 2022 imagery

Zoning of subject property and surrounding area

Property Address: 380 Cedar Cross Rd (PIN 1027376005)

Property Owner: CCI5, LLC

Applicant: Joel Callahan

Description: To rezone property from C-3 General Commercial to Planned Unit Development with PR-Planned Residential designation.

Proposed Land Use: Residential

Proposed Zoning: PR

Existing Land Use: Vacant property

Existing Zoning: C-3

Adjacent Land Use:

North – Commercial, Industrial
 East – Residential, Open Space
 South – Residential
 West – Commercial

Adjacent Zoning:

North – CS
 East – PR
 South – PR
 West – CS

Former Zoning:

Pre-1975 – County
 1975 – AG Agriculture
 1985 – AG Agriculture
 2013 – C-3 General Commercial

Total Area: 11.06 acres / 481,774 square feet

Property History: The subject property has historically been zoned for agricultural uses and in 2013 was rezoned C-3 General Commercial. It has not been developed to date. The property was recently sold to Joel Callahan and CCI5, LLC, who plans to develop a 180-unit multi-family residential project on the site.

Physical Characteristics: The property is comprised of one parcel of approximately 11 acres. The property has frontage along Cedar Cross Road. The site slopes down approximately 120' from the front at Cedar Cross Road to the rear at Catfish Creek, for a slope of approximately -12%. The property is currently unimproved.

Zoning map on the following page.



- Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services.
- Encourage a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home.
- Encourage new multi-family development in proximity to jobs to minimize transportation costs.

Impact of Request on:

Utilities: The area is served by both city water and sanitary sewer. The water main is in the Cedar Cross Road right-of-way. The sanitary sewer is located in the Catfish Creek valley to the east of the site.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) classifies Cedar Cross Road as a Minor Arterial. The traffic counts here are from 2021, and they indicate an average annual daily traffic count of 9,800 vehicles.

Due to the scale of the project, a traffic impact analysis was conducted by Origin Design and reviewed by the City Engineering Department. The analysis identified improvements that would need to be made to Cedar Cross Road to accommodate vehicles entering and exiting the development. To help accommodate vehicles entering the development, Cedar Cross will be widened and a new left-turn lane installed for vehicles traveling south on Cedar Cross. For vehicles exiting the development, both a right-turn lane and a left-turn lane will be installed on the subject property. City Engineering staff have determined these turn lanes meet the anticipated traffic demand and mitigate impact on traffic traveling past on Cedar Cross Road. The traffic impact analysis states, “the analysis results indicate that the proposed development does not have a significant negative impact on traffic flow on Cedar Cross Road.”

The development would provide 286 total parking stalls, which exceeds the 1.5 spaces per unit (270 total spaces) required for multi-family properties.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or developed.

Environment: The subject site is an approximately 11-acre irregularly shaped lot with frontage along Cedar Cross Road. The site is currently unimproved. Per the Unified Development Code, the proposed development would be required to provide new trees and shrubs as part of their landscaping plan for the site. Furthermore, the project would be required to undergo a Site Plan review through the development review process prior to any improvements on the property, which would address appropriate site development standards. With this, and provided adequate storm water management measures are implemented during all phases of development, it is not anticipated the requested rezoning or the proposed development would have a negative impact on the environment.

Adjacent Properties: The subject property is bordered to the north and west by commercial and industrial uses within the CS Commercial Service & Wholesale zoning district. To the south and east is a single-family and multi-family residential neighborhood zoned PR Planned Residential. To the east of the subject property is the Catfish Creek valley. The majority of surrounding properties are fully developed.

CIP Investments: None proposed.

Staff Analysis: The applicant proposes to rezone the subject site to Planned Unit Development with a PR-Planned Residential designation in order to construct six (6) multi-family residential buildings totaling 180 units. The development includes an access road, surface and covered parking stalls, a stormwater detention basin, and club house with recreation facilities. Planned Unit Developments are intended to encourage flexible and innovative design in the development of appropriate sites and at the same time, reduce to a minimum, the impact of the development on the surrounding neighborhood.

The Comprehensive Plan goals promote infill and multi-family development. The City's Future Land Use Map identifies the subject site as Single-Family Residential. The proposed project would also help to meet several recommendations of the Comprehensive Plan related to recreational amenities, a mix of housing, and housing near jobs. The City Council has also identified the construction of new housing as a goal.

The property is comprised of one parcel totaling approximately 11 acres. The property has frontage along Cedar Cross Road. The site slopes down approximately 120' from the front at Cedar Cross Road to the rear at Catfish Creek, for a slope of approximately -12%. The property is currently unimproved.

The proposed Conceptual Development Plan includes six (6) three-story, multi-family residential buildings each containing 30 units, totaling 180 units in all. The developer has indicated the units will be market rate and feature a mix of one-, two-, and three-bedroom units. The development includes 286 parking stalls, which features 84 garage stalls, 195 surface stalls, and 7 ADA stalls. This exceeds the UDC requirement for multi-family properties of 1.5 stalls per unit, which equates to 270 stalls in this case. The development will feature recreation facilities including a clubhouse, pickleball courts, and a dog run. The subject property is planned to be subdivided into three lots and would be constructed in three phases.

The site would be accessed by a 38'-wide private drive with an inbound lane, a left-turn outbound lane, and a right-turn outbound lane. 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 and adequate vehicle stacking space. To help accommodate vehicles entering the development, Cedar Cross will be widened and a new left-turn lane installed for vehicles traveling south on Cedar Cross. City Engineering staff have determined these turn lanes meet the anticipated traffic demand and mitigate impact on traffic traveling past on Cedar Cross Road.

The Iowa Department of Transportation (IDOT) classifies Cedar Cross Road as a Minor Arterial. The traffic counts here are from 2021, and they indicate an average annual daily traffic count of 9,800 vehicles. The traffic impact analysis conducted by Origin Design states, "the analysis results indicate that the proposed development does not have a significant negative impact on traffic flow on Cedar Cross Road."

Prior to any development taking place on the property, the applicant would be required to obtain an approved Site Plan through the development review process. Site plans are reviewed by all relevant City departments regarding development standards such as access, parking, screening, paving, stormwater management, water connections, sanitary sewer connection, and fire safety. Potential effects on the environment would be reviewed and mitigated through appropriate site design and development. The applicant would also be required to obtain the necessary permits through the Inspection & Construction Services Department prior to any work commencing on the property.

If approved, the development would be bound by the proposed Conceptual Plan.

Staff recommends the Zoning Advisory Commission review the criteria established in Chapter 9 of the Unified Development Code regarding granting a rezoning and make a recommendation to City Council.

Prepared by: Jason Duba Reviewed by: Jim Moore Date: 1/30/2025

Property Address: 380 Cedar Cross Rd (PIN 1027376005)

Property Owner: CCI5, LLC

Applicant: Joel Callahan

Description: To rezone property from C-3 General Commercial to Planned Unit Development with PR-Planned Residential designation.

Proposed Land Use: Residential

Proposed Zoning: PR

Existing Land Use: Vacant property

Existing Zoning: C-3

Adjacent Land Use:

North – Commercial, Industrial
 East – Residential, Open Space
 South – Residential
 West – Commercial

Adjacent Zoning:

North – CS
 East – PR
 South – PR
 West – CS

Former Zoning:

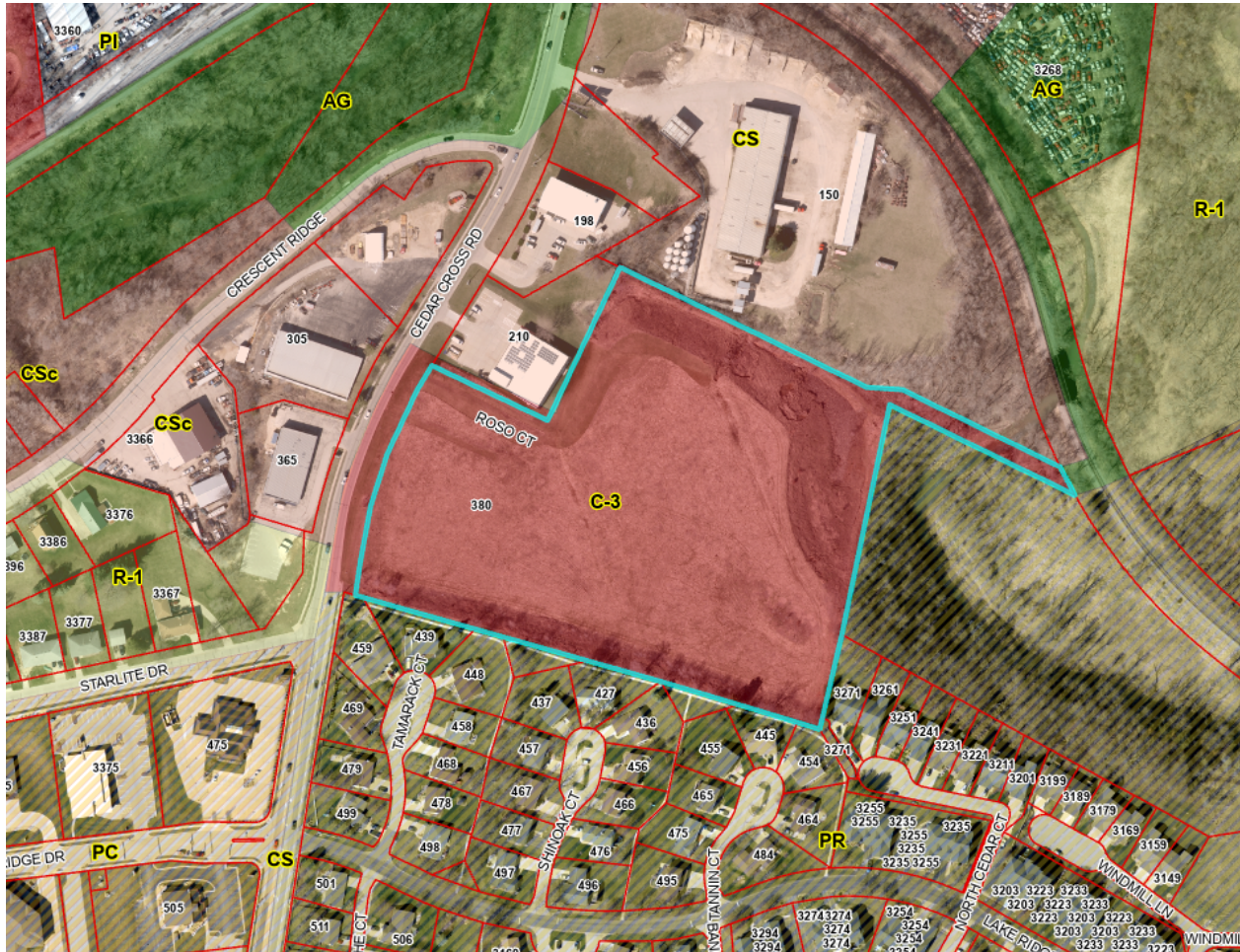
Pre-1975 – County
 1975 – AG Agriculture
 1985 – AG Agriculture
 2013 – C-3 General Commercial

Total Area: 11.06 acres / 481,774 square feet

Property History: The subject property has historically been zoned for agricultural uses and in 2013 was rezoned C-3 General Commercial. It has not been developed to date. The property was recently sold to Joel Callahan and CCI5, LLC.

Physical Characteristics: The property is comprised of one parcel of approximately 11 acres. The property has frontage along Cedar Cross Road. The site slopes down approximately 120' from the front at Cedar Cross Road to the rear at Catfish Creek, for a slope of -12%. The property is currently unimproved.

Zoning map on the following page.



Zoning of subject property and surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Future Land Use Map identifies the subject site as Institutional. The proposed project would also help to meet the following recommendations of the Comprehensive Plan:

- Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services.
- Encourage a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home.

Impact of Request on:

Utilities: The area is adequately served by both city water and sanitary sewer. Mains for water and sanitary sewer are in the Wood Street right-of-way.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) classifies Wood Street as a Local Street. There are no recent traffic counts on Wood Street, but IDOT traffic counts from 1975 indicate an average annual daily traffic count of 574 vehicles along Wood Street. The City's Engineering staff note that 10 average daily trips (ADT) per single-family residence are standard. The proposed 16-unit single-family residential development is anticipated to generate an average annual daily traffic count of 160 vehicles. Although the proposed project would increase traffic along Wood Street, the additional trips are not anticipated to have a substantial impact.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or developed.

Environment: The subject site is an approximately 3.5-acre irregularly shaped site with frontage along Wood Street. The site is currently unimproved and contains a number of mature trees and shrubs, portions of which would be removed to accommodate the proposed single-family residential development. Per the Unified Development Code, the proposed development would be required to provide new trees and shrubs as part of their landscaping plan for the site. Furthermore, the project would be required to undergo a Site Plan review through the development review process prior to any improvements on the property, which would address appropriate site development standards. With this, and provided adequate storm water management measures are implemented during all phases of development, it is not anticipated the requested rezoning or the proposed development would have a negative impact on the environment.

Adjacent Properties: The subject property is surrounded by R-1 Single-Family Residential properties and the Mount Pleasant Home to the south. Other development in the area includes Dubuque Senior High School, Loras College, and Allison-Henderson Park. The majority of surrounding properties are fully developed.

CIP Investments: None proposed.

Staff Analysis: The applicant proposes to rezone the subject site to Planned Unit Development with a PR-Planned Residential designation in order to construct sixteen (16) single-family residences, an access road, detached garages, stormwater detention, and surface parking areas. Planned Unit Developments are intended to encourage flexible and innovative design in the development of appropriate sites and at the same time, reduce to a minimum, the impact of the development on the surrounding neighborhood.

The property is comprised of three lots totaling approximately 3.5 acres. The property has frontage along Wood Street and has a steeply sloping frontage along the southern 165 ft. of street frontage. Overall, the site is sloping from the southeast down toward the northwest with an overall elevation change of approximately 86 ft. The property is currently unimproved.

The proposed Conceptual Development Plan includes sixteen (16) single-family residences, two (2) detached garage structures containing a total of fifteen (15) covered

parking spaces, and eighteen (18) surface parking spaces. The development also includes two (2) surface parking spaces adjacent to each of Units 1 through 12. Units 13 through 16 do not have the two parking spaces due to challenges with the topography in that area of the property; however, they are directly adjacent to eight (8) of the surface parking spaces. The total number of parking spaces provided in the development will be fifty-six (56) spaces, which will exceed the UDC requirement to provide two parking spaces per residence. Off-site parking is also available along Wood Street.

The site would be accessed from Wood Street by a 26 ft. wide private drive that would 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. The development includes open green space along the northeastern portion of the site and stormwater management is proposed to be provided on the northern most lot of the subject property. Utilities for the project would be privately owned and managed.

The Iowa Department of Transportation (IDOT) classifies Wood Street as a Local Street. There are no recent traffic counts on Wood Street, but IDOT traffic counts from 1975 indicate an average annual daily traffic count of 574 vehicles along Wood Street. The City's Engineering staff note that 10 average daily trips (ADT) per single-family residence are standard. The proposed 16-unit single-family residential development is anticipated to generate an average annual daily traffic count of 160 vehicles. Although the proposed project would increase traffic along Wood Street, the additional trips are not anticipated to have a substantial impact.

The subject property is surrounded by R-1 Single-Family Residential properties and the Mount Pleasant Home to the south. Other development in the area includes Dubuque Senior High School, Loras College, and Allison-Henderson Park. The majority of surrounding properties are fully developed.

Prior to any development taking place on the property, the applicant would be required to obtain an approved Site Plan through the development review process. Site plans are reviewed by all relevant City departments regarding development standards such as access, parking, screening, paving, stormwater management, water connections, sanitary sewer connection, and fire safety. Potential effects on the environment would be reviewed and mitigated through appropriate site design and development. The applicant would also be required to obtain the necessary permits through the Inspection & Construction Services Department prior to any work commencing on the property.

If approved, the development would be bound by the proposed Conceptual Plan.

Staff recommends the Zoning Advisory Commission review the criteria established in Chapter 9 of the Unified Development Code regarding granting a rezoning.



Prepared by: _____

Date: 05/30/2024

Prepared by: Wally Wernimont, City Planner Address: City Hall - 50 W. 13th Street Telephone: 589-4210
Return to: Adrienne Breifelder, City Clerk Address: City Hall- 50 W. 13th Street Telephone: 589-4121

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY FROM C-3 GENERAL COMMERCIAL TO PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH PR PLANNED RESIDENTIAL DESIGNATION AND ADOPTING A CONCEPTUAL DEVELOPMENT PLAN.

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from C-3 General Commercial to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is attached to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 2 of Lot 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa, according to the respective recorded Plats there.

A. Use Regulations.

The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to six (6) three-story multi-family residential buildings totaling 180 units.
2. A club house.

3. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations.

Development of land in the PR Planned Residential District shall be regulated as follows:

1. Buildings setbacks shall be located in substantial conformance with the approved conceptual development plan.
2. Maximum building height of 50 feet shall be allowed in this Planned Residential District.
3. Unless otherwise indicated, the development of the property in this Planned Residential District shall be regulated by Section 16-5-5 of the Unified Development Code, R-4 Multi-Family Residential District.

C. Performance Standards

The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

1. Parking Regulations

- a. Off-street parking shall be a minimum of 1.5 spaces per unit.
- b. All vehicle-related features shall be surfaced with either asphalt or concrete.
- c. Curbing and proper surface drainage of storm water shall be provided.
- d. All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.
- e. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-3 Site Development Regulations. The location and quantity of parking spaces shall be governed by the Conceptual Development Plan.
- f. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to

the local, state, or federal requirements in effect at the time of development.

2. Site Lighting

- a. Exterior illumination of site features shall be limited to the illumination of the following:
 - i. Parking areas, driveways, and loading facilities.
 - ii. Pedestrian walkway surfaces and entrances to building.
 - iii. Building exterior.
- b. Location and Design
 - i. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
 - ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
 - iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
 - iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

3. Landscaping

Landscaping shall be provided in compliance with Section 13-4 Landscaping and Screening Requirements of the Unified Development Code.

4. Storm Water Management

The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.

5. Exterior Trash Collection Areas

- a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.
- b. All exterior trash collection areas and the material contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall, or other feature not exceeding a height of 10 feet measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.

6. Open Space

Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Article 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.

7. Platting

Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.

8. Site Plans

Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.

D. Sign Regulations

1. Signs in the Planned Residential District shall be regulated in

accordance with the R-4 Multi-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.

2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

E. Other Codes and Regulations

1. Service Lines. All electric, telephone, cable, or other similar utility lines serving the building and other site features shall be located underground.
2. The use of semi-trailers and shipping containers for storage is prohibited.
3. These regulations do not relieve the owner from other applicable city, county, state, or federal codes, regulations, laws, and other controls relative to the planning, construction, operation and management of property within the City of Dubuque.

F. Transfer of Ownership

Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

G. Modifications

Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

H. Occupancy Permits

No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.

I. Recording

A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be

binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this _____ day of _____ 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk



Revisions	Rev	Description	Project Number	Issued For Bidding:	Date
			23173	Issued For Construction:	
				Project Manager	
				1/17/2025 3:42 PM ANGE MAREK	

Cedar Cross Road (PIN 1027376005)

*Request to rezone from C-3 General
Commercial to Planned Unit Development with
PR-Planned Residential designation.*

Staff Presentation
February 17, 2025

Project Site

- **Property & Zoning History:**

- Pre-1975 – County
- 1975-2012 – AG Agriculture
- 2013 – C-3 General Commercial

- **Project Site:**

- ~11 acres – currently undeveloped.
- Frontage along Cedar Cross Road
- Sloping topography from Cedar Cross Road toward Catfish Creek to the east (-12% slope).

- **Adjacent Land Use:**

- North – Commercial/Industrial
- East – Residential/Open Space
- South – Residential
- West – Commercial

View of property and Cedar Cross Road



Proposed Project



Impact of Request on:

■ Utilities:

- The area is served by both city water and sanitary sewer. The water main is in the Cedar Cross Road right-of-way. The sanitary sewer is located in the Catfish Creek valley to the east of the site.

■ Public Services:

- Public Services are adequate to serve the project.

■ Environment:

- Property is unimproved –new trees & shrubs would be required with site development.
- Site Plan review would be required by the City's Development Review Team (DRT).

■ Traffic Patterns/Counts:

- 286 parking spaces on site (exceed 1.5 space/unit requirement)
- Cedar Cross Rd (minor arterial) – 9,800 AADT count (2021)
- A traffic impact analysis has been conducted by Origin Design & reviewed by the Engineering Department:
 - Cedar Cross Rd must be widened to accommodate a new left-turn lane (for southbound traffic)
 - For exiting to Cedar Cross Rd, a right-turn and left-turn lane is required on the subject property

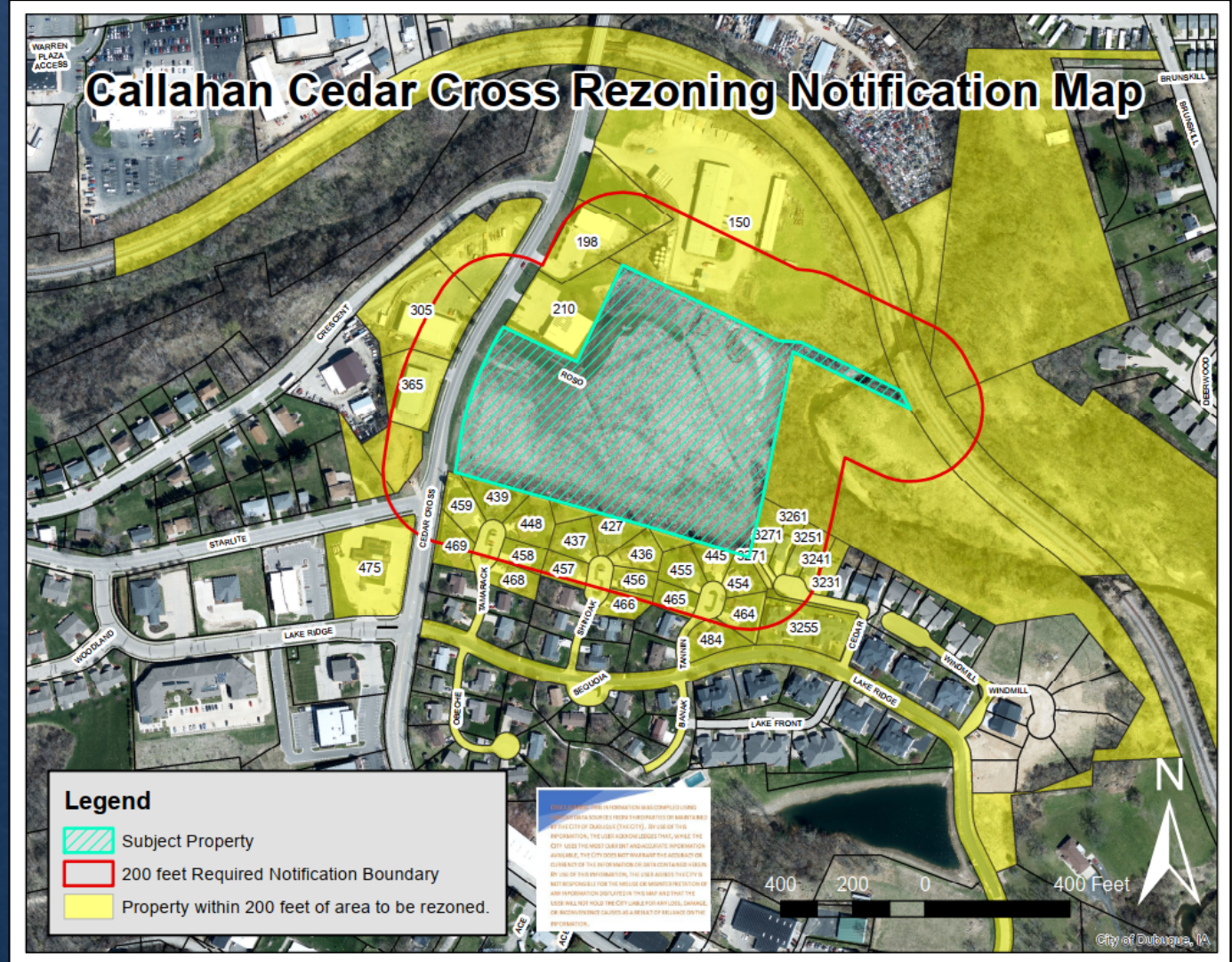
■ Comprehensive Plan Recommendations:

- Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational & education amenities.
- Encourage a mix of housing affordable for all segments of population.
- Encourage new multi-family residential development in proximity to jobs.

Public Input

Prior to the ZAC meeting Staff received phones calls regarding the PUD and answered some questions – no formal public input has been received.

At the meeting the property owner at 457 Shinoak Court, inquired whether the turn lanes would impact any other nearby properties.



Recommendation

By a vote of five to zero, the Zoning Advisory Commission recommends that the City Council approve the request.

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

QUESTIONS?

Adrienne Breitfelder

From: Ric W. Jones
Sent: Friday, February 14, 2025 6:29 PM
To: Adrienne Breitfelder
Subject: Fw: Concern regarding 120 unit apartment complex planned for Cedar Cross Road

I received this from Karen Knepper. I did advise her that I could not communicate with her directly due to the quasi-judicial nature of the public hearing, but I did assure her that her comments would be forwarded for inclusion in the record.

Thanks!

Ric Jones
Senior At-Large City Council Member
City of Dubuque, Iowa
50 W 13th Street
Dubuque, Iowa 52001-4805

563 690 6503

From: Karen Knepper <kknep4@icloud.com>
Sent: Wednesday, February 12, 2025 7:58 PM
To: Ric W. Jones <rjones@cityofdubuque.org>
Subject: Concern regarding 120 unit apartment complex planned for Cedar Cross Road

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Hi Ric,

We live off Crescent Ridge and are very concerned about the possible approval of a 120 unit apartment complex (by Callahan Construction) near Molo Sand & Gravel. If this is approved it is going to cause all kinds of traffic problems with traffic backed up on the Cedar Cross Road bridge while waiting to get across or turn onto Highway 20. It's very marginal now, as one many times needs to wait through two stop lights before getting across or turning onto Highway 20. It's also going to be difficult to turn left from Crescent Ridge onto Cedar Cross Road with all the traffic already on Cedar Cross Road plus all the additional vehicles pulling out of this apartment complex. We request that the layout of Cedar Cross Road and these traffic issues are seriously addressed before this apartment complex is considered for approval.

Bob and Karen Knepper
3536 Lunar Drive
Dubuque IA 52003

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Southgate Drive Sanitary Sewer Improvements Project

SUMMARY: Proof of publication on notice of public hearing to consider City Council approval of the plans, specifications, form of contract and estimated construction cost of \$193,600.00 for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Southgate Drive Sanitary Sewer Improvement Project

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

ATTACHMENTS:

1. MVM Memo
2. Southgate Drive Sanitary Sewer Improvements Project - Public Hearing Memo
3. Southgate Drive Sanitary Sewer Improvement Project - Council Staff Public Hearing RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

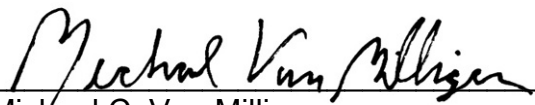
SUBJECT: Southgate Drive Sanitary Sewer Improvements Project
Public Hearing
Project No. 5581500048

DATE: February 11, 2025

City Engineer Gus Psihoyos is recommending City Council approval of the plans, specifications, form of contract and estimated construction cost of \$193,600.00 for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution.

The existing sewer located along Southgate Drive is damaged in several locations. Sewer pipe defects prevent crews from inspecting or adequately maintaining the existing sewer, increasing the risk of sanitary sewer overflows. The existing sewer is in need of replacement.

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

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: February 10, 2025
SUBJECT: Southgate Drive Sanitary Sewer Improvements Project
Public Hearing
Project No. 5581500048

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Southgate Drive Sanitary Sewer Improvements Project.

BACKGROUND

The existing sewer located along Southgate Drive is damaged in several locations. Sewer pipe defects prevent crews from inspecting or adequately maintaining the existing sewer, increasing the risk of sanitary sewer overflows. Existing sewer needs replacement.

DISCUSSION

The project will provide for the replacement of 276 linear feet of 8-inch diameter sanitary sewer main having a depth of fourteen to twenty-one feet, including the replacement of two sanitary sewer manholes, restoring sanitary service lines, crossing water main and other utilities, and pavement removal and replacement.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	February 3, 2025
Publish Notice to Bidders, Advertise for Bids	February 4, 2025
Public Hearing on Plans & Specifications	February 17, 2025
Receipt of Bid Proposals (Bid-Letting)	February 20, 2025
Award Construction Contract	March 3, 2025
Final Project Completion Date	June 27, 2025

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Southgate Drive Sanitary Sewer Improvements Project.

BUDGET IMPACT

The estimate of probable cost for the Southgate Drive Sanitary Sewer Improvements Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Construction	\$ 193,600.00
Contingency	\$ 29,040.00
Total Project Cost	<u>\$ 222,640.00</u>

Southgate Drive Sanitary Sewer Improvements Project Construction Funding		
5581500048	Southgate Sanitary Sewer Reconstruction	\$ 205,000.00

Any project construction overages would be covered through a future budget amendment request through the CIP and amounts shown below, if needed.

Southgate Drive Sanitary Sewer Improvements Future Budget Amendment Project Contingency Funding		
5581500017	General Sanitary Sewer Repairs	\$ 17,640.00

ACTION TO BE TAKEN

I respectfully request the City Council conduct a public hearing and approve the plans, specifications, form of contract and estimated cost for the Southgate Drive Sanitary Sewer Improvements Project through the adoption of the attached resolution.

RESOLUTION NO. -25

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE SOUTHGATE DRIVE SANITARY SEWER
IMPROVEMENT PROJECT**

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

That the attached plans, specifications, form of contract and estimate of total cost
for the Southgate Drive Sanitary Sewer Improvement Project in the estimated amount
\$193,600.00, are hereby approved.

Passed, approved, and adopted this 17th day of February 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Fuel Island Rehabilitation Project - Public Hearing - Project No. 5429900018

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the resolution of the proposed plans, specifications, form of contract, and construction estimate cost of \$1,355,888.00 for the Fuel Island Rehabilitation Project, and City Manager recommending approval.
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Fuel Island Rehabilitation

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

ATTACHMENTS:

1. MVM Memo
2. Fuel Island Rehabilitation - Council Staff PH MEMO
3. Mtg 2 - Fuel Island Rehabilitation Project - Council PH RESOLUTION
4. Fuel Island Rehabilitation - 95 Percent Completion Consultants Documentation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fuel Island Rehabilitation Project
Public Hearing
Project Number 5429900018

DATE: February 12, 2025

Public Works Director Arielle Swift is recommending City Council adopt the resolution of the proposed plans, specifications, form of contract, and construction estimate cost of \$1,355,888.00 for the Fuel Island Rehabilitation Project

In January 2024, during a historical week-long snowfall, the fuel island kiosk was rendered out of order due to snow entering the card readers. When trying to replace the current kiosk, the hardware was found to be obsolete.

Public Works is recommending a full rehabilitation of the fuel island. This will include:

1. Replacing the three (3) 12,000-gallon underground fuel tanks with three (3) 15,000-gallon underground fuel tanks.
2. Adding a diesel exhaust fluid (DEF) utilization meter a. There are no current metrics on this, and it is recharged through the garage overhead rate instead of only vehicles utilizing DEF.
3. Replacing the two (2) fuel pumps with four (4) fuel pumps and extending the canopy to include greater overhang. 2 a. When the fuel island was installed, it was created for a fleet the City had twenty (20) years ago. Staff and consultant considered the current fleet, frequency of fill ups, future fleet expansion over the next 40 years, dimensions of new fire trucks, curbside collection vehicles, and busses to determine the fuel island future needs.
4. Ensuring the bulk water sales operation continues to be metered and recharged through water distribution operations.
5. Compatibility with current Fleet Management Information Systems software.
6. Compatibility to add a streamlined radio frequency identification (RFID) fuel system in the future without additional rehabilitation.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Arielle Swift, Public Works Director
Jenny Larson, Chief Financial Officer
Tony Breitbach, Purchasing and Risk Manager
Chris Lester, Water Department Director
Chris Kohlmann, Chief Information Officer

TO: Michael C. Van Milligen, City Manager
FROM: Arielle Swift, Public Works Director
DATE: February 17, 2025
SUBJECT: Fuel Island Rehabilitation Project
Public Hearing
Project Number 5429900018

INTRODUCTION

The attached resolution is in reference to the public hearing for the Fuel Island Rehabilitation project.

BACKGROUND

In January 2024, during a historical week-long snowfall, the fuel island kiosk was rendered out of order due to snow entering the card readers. When trying to replace the current kiosk, the hardware was found to be obsolete.

This caused city operations to pay retail prices for fuel to continue operations until an alternative method was determined. This increased the operational fuel cost by around \$25,000 - \$35,000 per quarter. In July 2024, Public Works and Informational Services staff identified a way to continue fuel island operations utilizing key fobs. Key fobs are being issued to the following fleets: snow & ice control, solid waste resource management, police, and fire.

While the fuel island is down, staff is working with Origin Design, an engineering consulting firm to identify needs for a new fuel rehabilitation project. Taking into account a comprehensive approach including life expectancy of current underground tanks, fleet expansion since initial fuel island was implemented, future fleet growth, electric vehicle initiatives, and water operations currently linked with the fuel system.

Public Works is recommending a full rehabilitation of the fuel island. This will include:

1. Replacing the three (3) 12,000-gallon underground fuel tanks with three (3) 15,000-gallon underground fuel tanks.
2. Adding a diesel exhaust fluid (DEF) utilization meter
 - a. There are no current metrics on this, and it is recharged through the garage overhead rate instead of only vehicles utilizing DEF.
3. Replacing the two (2) fuel pumps with four (4) fuel pumps and extending the canopy to include greater overhang.
 - a. When the fuel island was installed, it was created for a fleet the City had twenty (20) years ago. Staff and consultant considered the current fleet,

frequency of fill ups, future fleet expansion over the next 40 years, dimensions of new fire trucks, curbside collection vehicles, and busses to determine the fuel island future needs.

4. Ensuring the bulk water sales operation continues to be metered and recharged through water distribution operations.
5. Compatibility with current Fleet Management Information Systems software.
6. Compatibility to add a streamlined radio frequency identification (RFID) fuel system in the future without additional rehabilitation.

PROJECT SCHEDULE

The schedule for the project will be as follows:

Initiate Bidding	February 3, 2025
Publish Notice to Bidders, Advertisement for Bids	February 7, 2025
Publish Notice of Hearing on Plans & Specifications	February 7, 2025
Public Hearing	February 17, 2025
Receipt of Bids	February 27, 2025
Award of Contract	March 4, 2025
Completion Date	June 28, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Fuel Island Rehabilitation Project

BUDGET IMPACT

The estimate of probable cost for the Fuel Island Rehabilitation Project is summarized in the following table:

Description	Cost Estimate
Construction Cost	\$ 1,083,233
Construction Contingency (15%)	176,855
Engineering Consultant Services	95,800
Total Construction Cost Estimate	\$ 1,355,888

The proposed project funding is summarized as follows:

Project Number	Fund Description	Fund Amount
5429900018	FY24 Snow & Ice c/o reallocation (RUT)	\$ 300,000
	FY25 Snow & Ice c/o estimation (RUT)	250,000
	FY26 CIP – Fuel Rehabilitation (ST30%)	805,888
Total Project Funding		\$ 1,355,888

REQUESTED ACTION

I respectfully request that the City Council grant approval of the plans, specifications, form of contract and estimated cost for the Fuel Island Rehabilitation Project through adoption of the attached resolution.

CC: Jenny Larson, Chief Financial Officer
Tony Breitbach, Purchasing and Risk Manager
Chris Lester, Water Department Director
Chris Kohlmann, Chief Information Officer

Enclosure(s) Resolution: Initiate Bid Process
Fuel Island Preliminary Specifications

AES/rs

RESOLUTION NO. -25

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE FUEL ISLAND REHABILITATION**

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

That the attached plans, specifications, form of contract and estimate of total cost for the Fuel Island Rehabilitation Project in the estimated amount \$1,355,888.00, are hereby approved.

Passed, approved, and adopted this 17th day of February 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, CMC City Clerk

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA												
	FOR ORIGIN DESIGN CO.												
	<table border="1"> <tr> <td>CODY T. AUSTIN</td> <td>DATE</td> </tr> <tr> <td>PE 19027</td> <td>12/31/2025</td> </tr> <tr> <td>LICENSE #</td> <td>RENEWAL DATE</td> </tr> <tr> <td>ALL SHEETS IN SHEET SET</td> <td></td> </tr> <tr> <td>PAGES OR SHEETS COVERED BY THIS CERTIFICATION:</td> <td></td> </tr> <tr> <td>ALL SHEETS IN INDEX</td> <td></td> </tr> </table>	CODY T. AUSTIN	DATE	PE 19027	12/31/2025	LICENSE #	RENEWAL DATE	ALL SHEETS IN SHEET SET		PAGES OR SHEETS COVERED BY THIS CERTIFICATION:		ALL SHEETS IN INDEX	
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	PE 19027	12/31/2025											
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ALL SHEETS IN SHEET SET													
PAGES OR SHEETS COVERED BY THIS CERTIFICATION:													
ALL SHEETS IN INDEX													

CODY T. AUSTIN, PE, LEED AP
ORIGIN DESIGN CO.
137 MAIN ST, SUITE 100
DUBUQUE, IA 52001
V. (563)556-2464
F. (563)556-7811
E. cody.austin@origindesign.com



<u>LEGAL DESCRIPTION:</u>	<u>UTILITY NOTE:</u>
LOT 2-2 KERPER INDUSTRIAL PARK	
LOT C & D KERPER INDUSTRIAL PARK	
<u>PROPERTY ADDRESS:</u>	THE LOCATIONS OF THE EXISTING UTILITIES SHOWN
925 KERPER CT	ARE APPROXIMATE ONLY. THE UTILITIES PRESENT
<u>PROPERTY OWNER:</u>	MAY NOT EXIST AS SHOWN. ADDITIONAL FACILITIES
CITY OF DUBUQUE	OTHER THAN THOSE SHOWN MAY BE PRESENT. IT
50 W 13TH ST. DUBUQUE, IA 52001	SHALL BE THE RESPONSIBILITY OF ANYONE USING
<u>BUILDING HEIGHT:</u>	THIS DOCUMENT TO ASCERTAIN THE EXACT
N/A	LOCATION, SIZE, TYPE, MATERIAL, AND ELEVATION
<u>IMPERVIOUS AREA:</u>	OF ALL UTILITIES THAT MAY BE PRESENT.
1.09	
<u>TOTAL AREA:</u>	<u>UTILITY PROVIDERS:</u>
1.48	
<u>ZONING CLASSIFICATION:</u>	SEWER:
MHI	CITY OF DUBUQUE
<u>GOVERNING AUTHORITY:</u>	GUS PSIHUYOS
CITY OF DUBUQUE	(563) 589-4270
	gpsihoyo@cityofdubuque.org
	GAS:
	BLACK HILLS ENERGY DUBUQUE
	JUSTIN LEHMAN
	(563) 585-4011
	justin.lehman@blackhillscorp.com
	ELECTRICAL POWER:
	ALLIANT ENERGY
	(800) 255-4268
	locate_IPL@alliantenergy.com
	TELECOMMUNICATIONS:
	CENTURYLINK
	SADIE HULL
	(918) 547-0147
	sadie.hull@umen.com
	MEDIACOM
	CHRIS MINARD
	(815) 597-5103
	cminard@mediacomcc.com
	IMON COMMUNICATIONS, LLC
	ENGINEERING GROUP
	(319) 200-7740
	imonengineering@imon.net
	WATER:
	CITY OF DUBUQUE WATER DIVISION
	CHRISTOPHER LESTER
	(563) 589-4291
	clester@cityofdubuque.org

SHEET INDEX	
Sheet Number	SHEET TITLE
GENERAL	
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G0.02	ABBREVIATIONS AND LEGEND
G0.03	NOTES
EXISTING CONDITIONS	
C1.10	EXISTING CONDITIONS
C1.11	DEMO PLAN
C1.20	PROPOSED CONDITIONS
PAVING AND STORM SEWER	
C6.01	PAVING AND STORM DETAILS

origin[®] design
WORKING ON TOMORROW.

origindesign.com
 800 556-4491
 © Origin Design Co.

Project Name

FUELING STATION
IMPROVEMENT
PROJECT

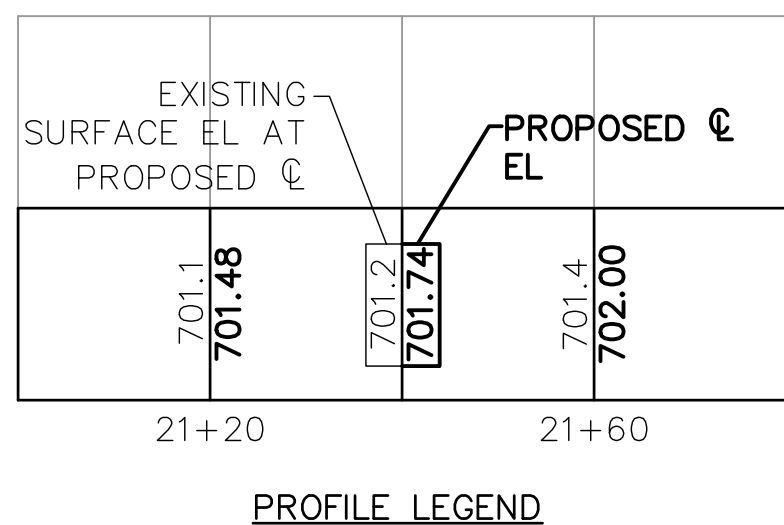
Revisions	Rev	Description	Date
	Project Number	24132	Issued For Bidding:
	Project Manager	LNR	Issued For Construction:
	A:\24132\DRAWINGS\DWG_24132_ZZ--00.dwg		

Sheet Title

G0.01

ABBREVIATIONS

Δ	CENTRAL ANGLE	FD	FLOOR DRAIN	R	RADIUS
Δ/C	AIR CONDITIONING(ER)	FDN	FOUNDATION	R&R	REMOVE & REPLACE
AC	ACRES	F.E.	FIELD ENTRANCE	R&S	REMOVE & SALVAGE
A.F.F.	ABOVE FINISHED FLOOR	FES	FLARED END SECTION	RCB	REINFORCED CONCRETE BOX
AGG	AGGREGATE	F-F	FACE TO FACE	RCAP	REINFORCED CONCRETE ARCH PIPE
AOH	ARROW ON HYDRANT	FF	FINISH FLOOR ELEVATION	RCP	REINFORCED CONCRETE PIPE
ARCH	ARCHITECTURAL	FG	FORM GRADE	RD	ROAD
ASPH	ASPHALT	FIN GR	FINISHED GRADE	REBAR	REINFORCING BAR
AVG	AVERAGE	FL	FLOWLINE	REF	REFERENCE
		FLG	FLANGE	REINF	REINFORCING/REINFORCED
		FLR	FLOOR	REV	REVISION
B-B	B/C -- B/C	FM	FORCE MAIN	RIM	RIM ELEVATION
B/C, BOC	BACK OF CURB	FND	FOUND	ROW	RIGHT OF WAY
B/DITCH	BOTTOM OF DITCH	FT	FOOT/FEET	RP	RADIUS POINT
BFP	BACKFLOW PREVENTOR	FTG	FOOTING	RS	RESILIENT SEAT
B/L	BASE LINE	FUT	FUTURE	RT	RIGHT
B/S	BOTTOM OF SLOPE	FV	FIELD VERIFY		
BLDG	BUILDING			S	SOUTH
B.M.	BENCH MARK	G	GUTTER	S=	SUPERELEVATION
BOP	BEGINNING OF PROJECT	GC	GENERAL CONTRACTOR	SAN	SANITARY
BOT	BOTTOM	GALV	GALVANIZED	SANS	SANITARY SEWER
BSMT	BASEMENT	GND	GROUND	SB	SOIL BORING
BV	BUTTERFLY VALVE	GRAN	GRANULAR	SCH	SCHEDULE
		GRD	GRADE	SD	SUB DRAIN
		GV	GATE VALVE	SEC	SECTION
C&G	CURB AND GUTTER			SE'LY	SOUTHEASTERLY
CATV	CABLE TELEVISION	HMA	HOT MIX ASPHALT	SF	SQUARE FOOT
CB	CATCH BASIN	HORIZ	HORIZONTAL	S.F.D.	STEP FOOTING DOWN
C-C	CENTER TO CENTER	HPT	HIGH POINT	SHT	SHEET
CF	CUBIC FEET	HSD	HEADLIGHT STOPPING DISTANCE	SIG.	SIGNAL
CH	CHORD	HYD	HYDRANT	SIM.	SIMILAR
CH BRG	CHORD BEARING			S'LY	SOUTHERLY
CIP	CAST IRON PIPE	ID	INSIDE DIA/INSIDE DIM	SOG	SLAB ON GRADE
C-I-P	CAST-IN-PLACE	IE	INVERT ELEVATION	SPEC	SPECIFICATION
CISP	CAST IRON SOIL PIPE	IMP	IMPROVEMENTS	SS	STAINLESS STEEL
CJ	CONTROL JOINT	IN	INCHES	SSD	STOPPING SIGHT DISTANCE
CL OR CL	CENTERLINE	INV	INVERT	ST	STREET
CLR	CLEAR	IP	IRON PIPE	STA	STATION
CMP	CORRUGATED METAL PIPE			STD	STANDARD
CMU	CONCRETE MASONRY UNIT	JB	JUNCTION BOX	STL	STEEL
CO	CLEAN OUT	JT	JOINT/JOINT LENGTH	STM	STORM
COL	COLUMN	K	RATE OF VERT CURVATURE	STMS	STORM SEWER
COMP	COMPACTED			SW'LY	SOUTHWESTERLY
CONC	CONCRETE	L	LENGTH OF CURVE	SY	SQUARE YARD
CONN	CONNECTION	LAT	LATERAL		
CONST	CONSTRUCTION	LF	LINEAL FOOT	T	TANGENT LENGTH
CONT	CONTINUOUS	LP	LONGITUDINAL	T/B	TOP OF BANK
COR	CORNER	LONG	LONGITUDINAL	T/DITCH	TOP OF DITCH
CP	CONTROL POINT	LP	LIGHT POLE	T/C, TC	TOP OF CURB
CPE	CORRUGATED POLYETHYLENE PIPE	LPT	LOW POINT	T/GRAV	TOP OF GRAVEL
CRST	CRUSHED STONE	LT	LEFT	T/WALL	TOP OF WALL
CSP	CORRUGATED STEEL PIPE			T/P, TP	TOP OF PAVEMENT
CTRD	CENTERED	MAX	MAXIMUM	T/S	TOP OF SLOPE
CTR	CENTER	ME	MATCH EXISTING	T/SUB	TOP OF SUBGRADE
CULT	CULTIVATED	MH	MANHOLE	T/W, TW	TOP OF WALK
CV	CHECK VALVE	MIN	MINIMUM	T'WM	TOP OF WATER MAIN
CY	CUBIC YARD	MISC	MISCELLANEOUS	T & B	TOP AND BOTTOM
		MON	MONUMENT	T.O.B.	TOP OF BEAM
		MP	MILE POST	T.O.B.L.	TOP OF BRICK LEDGE
D	DEGREE OF CURVE			T.O.C.	TOP OF CONCRETE
DIA (ø)	DIAMETER	N	NORTH	T.O.E.F.	TOP OF EXISTING FOOTING
DIP	DUCTILE IRON PIPE	N/A	NOT APPLICABLE	T.O.F.	TOP OF FOOTING
DN	DOWN	NE'LY	NORTHEASTERLY	T.O.M.	TOP OF MASONRY
DRWY	DRIVEWAY	N'LY	NORTHERLY	T.O.P.	TOP OF PIER
DS	DOWNSPOUT	NO/#	NUMBER	T.O.S.	TOP OF STEEL
DWG(S)	DRAWING(S)	NIC	NOT IN CONTRACT	TCE	TEMP CONSTRUCTION EASEMENT
DWL(S)	DOWEL(S)	NTS	NOT TO SCALE	TEL	TELEPHONE
		NW'LY	NORTHWESTERLY	TEMP	TEMPORARY
E	EAST	OC	ON CENTER	THK	THICK / THICKNESS
E'LY	EASTERLY	OD	OUTSIDE DIAMETER	TWP	TOWNSHIP
EA	EACH			TYP	TYPICAL
EJ	EXPANSION JOINT				
EL	ELEVATION	PC	POINT OF CURVE	U	UTILITY
ELEC	ELECTRICAL	PERF	PERFORATED	UAC	USE AS CONSTRUCTED
ELEV	ELEVATOR	PI	POINT OF INTERSECTION	UE	UTILITY EASEMENT
EMBED	EMBEDMENT	P/L	PROPERTY LINE	UL	UNDERWRITERS LABORATORIES, INC.
ENGR	ENGINEER	POB	POINT OF BEGINNING	ULFM	UNDERWRITERS LABORATORIES' FACTORY MUTUAL
ENTR	ENTRANCE	POC	POINT OF CURVE	UNO	UNLESS NOTED OTHERWISE
EOP	END OF PROJECT	POT	POINT OF TANGENT		
EOR	END OF RADIUS	PRC	POINT OF REVERSE CURVE	VAR	VARIES
E/P	EDGE OF PAVEMENT	PRELIM	PRELIMINARY	VC	VERTICAL CURVE
EQ	EQUAL	PROP	PROPOSED	VCP	VITRIFIED CLAY PIPE
E/S	EDGE OF SHOULDER	PRV	PRESSURE REDUCING VALVE	VER	VERIFY
ESMT	EASEMENT	PT	POINT OF TANGENCY	VERT	VERTICAL
EST	ESTIMATE	PVC	POLYVINYL CHLORIDE	VOL	VOLUME
EX	EXISTING	PVMT	PAVEMENT	VPC	VERT POINT OF CURVE
EXC	EXCAVATE/EXCAVATION			VPI	VERT

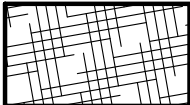
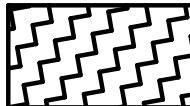
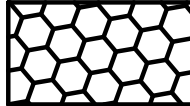


LEGEND

EXISTING		PROPOSED		EXISTING		PROPOSED	
	PROPERTY LINE/ R.O.W.				CATCH BASIN		
	EASEMENT				AREA INTAKE		
	SECTION LINE				STORM MANHOLE		
	QUARTER SECTION LINE				SANITARY MANHOLE		
	QUARTER QUARTER SECTION LINE				UTILITY MANHOLE		
	CENTERLINE				WATER VALVE MANHOLE		
	STORM SEWER				FIRE HYDRANT		
	SUB DRAIN				WATER SHUT OFF		
	SANITARY SEWER				WATER VALVE		
	FORCE MAIN				YARD HYDRANT		
	WATER LINE				GAS VALVE		
	GAS LINE				SIGN		
	OVERHEAD ELECTRIC				UTILITY POLE		
	UNDERGROUND ELECTRIC				UTILITY POLE WITH LIGHT		
	OVERHEAD TELEPHONE				TRAFFIC SIGNAL POLE		
	UNDERGROUND TELEPHONE				GUY ANCHOR		
	OVERHEAD TELEVISION				LIGHT POLE		
	UNDERGROUND TELEVISION				UTILITY PEDESTAL		
	FIBER OPTIC				WELL		
	WIRE FENCE				MAILBOX		
	CHAINLINK FENCE				WATER LEVEL		
	WOOD FENCE				BOLLARD		
	CONTOUR LINE				SOIL BORING		
	RAILROAD TRACKS				POST INDICATOR VALVE		
	GUARD RAIL				DECIDUOUS TREE W/ TRUNK DIA.		
	SPOT ELEVATION				CONIFEROUS TREE W/ TRUNK DIA.		
	DIRECTION OF FLOW				SHRUB OR BUSH		
	TREE LINE						

UTILITY LINES WITH DESIGNATORS WRAPPED IN PARENTHESIS SUCH AS (W) or (G) ARE LOCATED BASED ON MAP OR GIS DATA

EROSION CONTROL LEGEND

TEMPORARY		TEMPORARY		PERMANENT		PERMANENT	
— SF —	SILT FENCE (STRAW WATTLES, FILTER SOCKS & SILT FENCE ARE GENERALLY INTERCHANGEABLE)		ROLLED EROSION CONTROL PRODUCT (RECP) PER PLAN		SEEDING		VEGETATIVE STREAMBANK STABILIZATION
— PC —	PERIMETER CONTROL		STREAM CROSSING		SODDING		STRUCTURAL STREAMBANK STABILIZATION
	CONCRETE WASHOUT	— CRS —	CONSTRUCTION ROAD STABILIZATION		SEED, FERTILIZER & MULCH		RIP RAP LINED CHANNEL
	CONSTRUCTION ENTRANCE	→ TD —	TEMPORARY DIVERSION		OUTLET PROTECTION		GRASS LINED CHANNEL (_____) MATERIAL REQUIRED
	MULCHING		LEVEL SPREADER		REVETMENT SLOPE PROTECTION		
	SEEDING		DUST CONTROL		SOD DROP INLET PROTECTION		
	COMPOST BLANKET			— CD — 	CHECK DAM		
	DITCH CHECK (ROCK DAM)			— SC — 	STONE CHECK		
	SEDIMENT TRAP				SEDIMENT BASIN		
	INLET PROTECTION				SURFACE ROUGHENING		
					TURF REINFORCEMENT MAT (TRM)		
				— SD — 	SLOPE DRAIN		
				→ PD —	PERMANENT DIVERSION		
				— I — 	LEVEL SPREADER		

SURVEY

■	FOUND REBAR
●	FOUND IRON PIPE
○	SET REBAR

Revisions	Rev	Description	Date
		Project Number 24132 Project Manager LNP	Issued For Bidding: Issued For Construction:

ALL CONSTRUCTION SHALL BE PER APPLICABLE SECTIONS OF THE 2023 EDITION OF SUDAS STANDARD SPECIFICATIONS, 2023 EDITION OF CITY OF DUBUQUE SUPPLEMENTAL SPECIFICATIONS, AND STANDARD PLANS FOR PRODUCTS AND EXECUTION EXCEPT AS MODIFIED OR SUPERCEDED BY THESE PLANS. REMOVE SECTIONS 1.08 FROM EACH DIVISION AND FOLLOW PAYMENT INFORMATION WITHIN SECTION 00401.

SITE RELATED QUANTITIES

THE CITY OF DUBUQUE Masterpiece on the Mississippi												Addendum No.:		N/A							
														City of Dubuque, Iowa							
														Special Provisions							

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Client Name
CITY OF DUBUQUE

Project Name

FUELING STATION
IMPROVEMENT
PROJECT

Location / Description

925 KERPER CT.
DUBUQUE, IA

Revisions	Rev	Description	Date
		Project Number 24132	Issued For Bidding:
		Project Manager LNR	Issued For Construction:

Sheet Title

NOTES

G0.03



Client Name
CITY OF DUBUQUE

Project Name
FUELING STATION
IMPROVEMENT
PROJECT

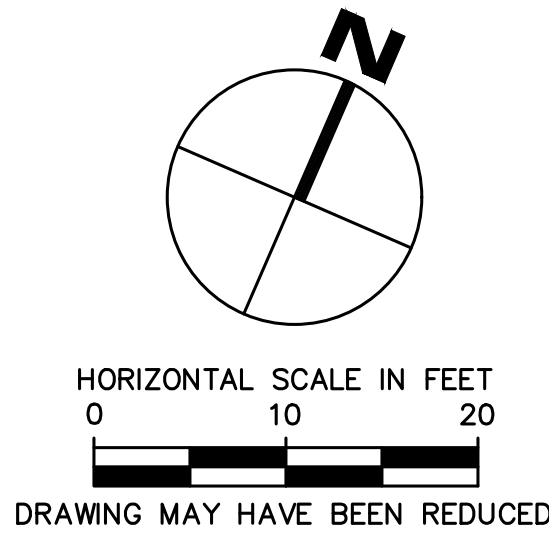
Location / Description
925 KERPER CT.
DUBUQUE, IA

Revisions	Rev	Description	Date
	24132	Project Number	Issued For Bidding:
	LN	Project Manager	Issued For Construction:
			1/28/2025 2:51 PM ANGE MAREK

Sheet Title

EXISTING
CONDITIONS

C1.10



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Location / Description

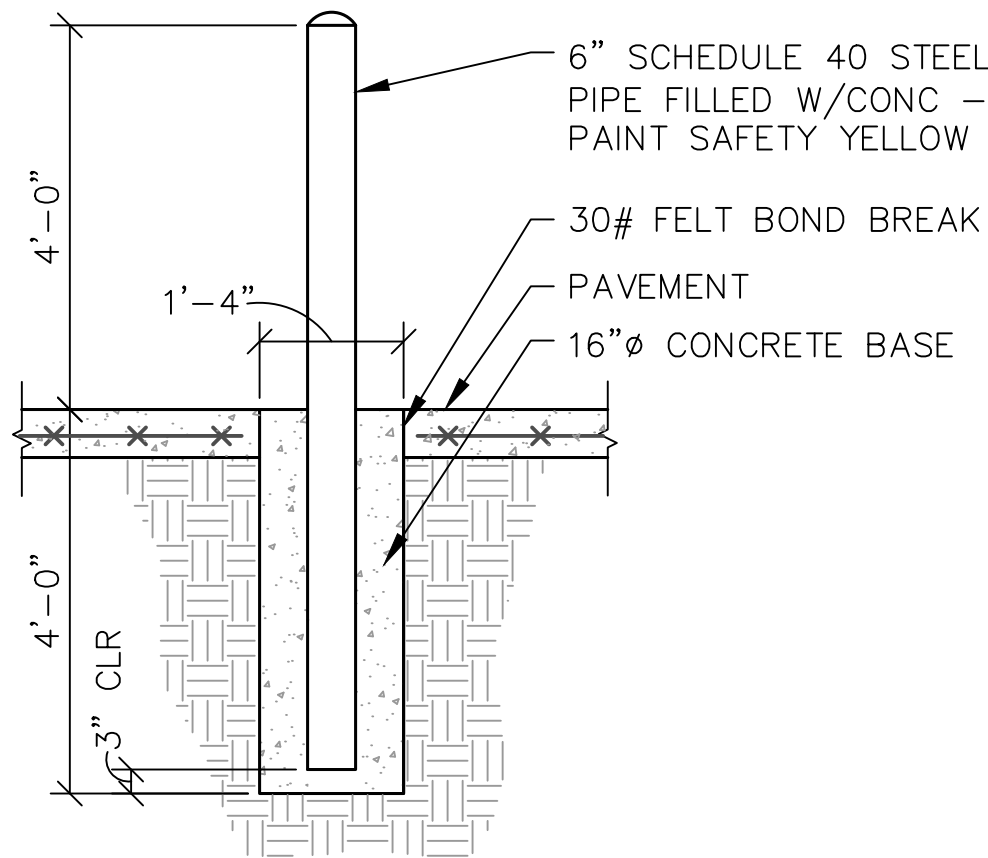
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DUBUQUE, IA

Revisions

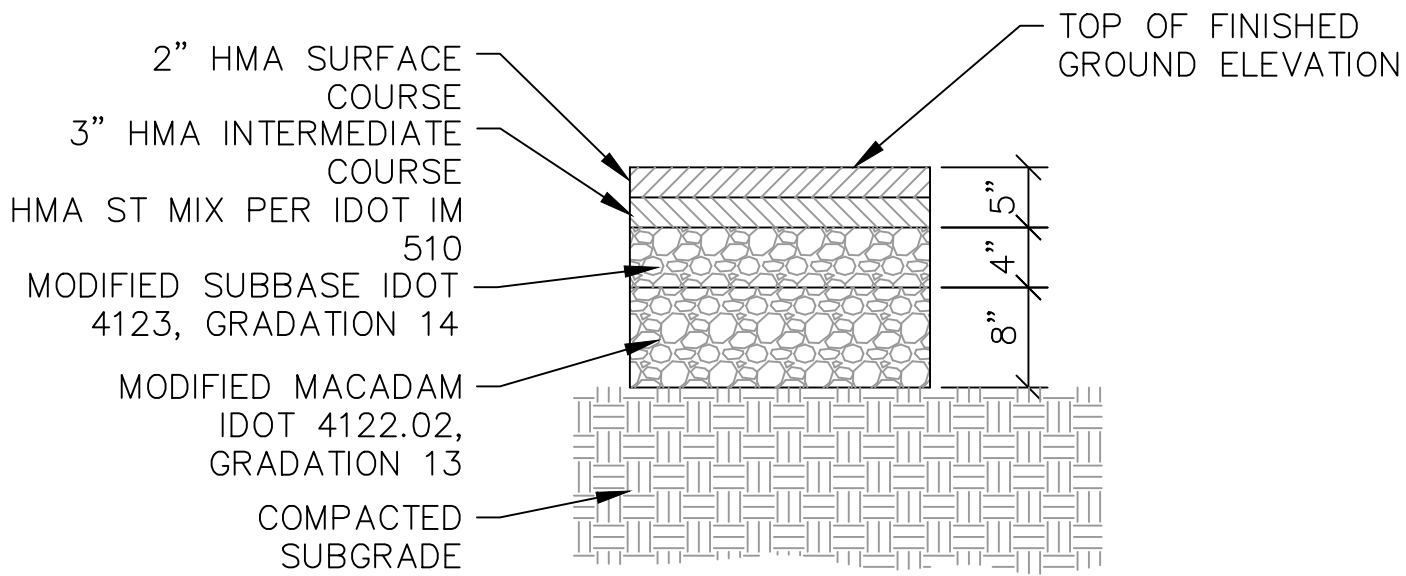
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PROPOSED CONDITIONS

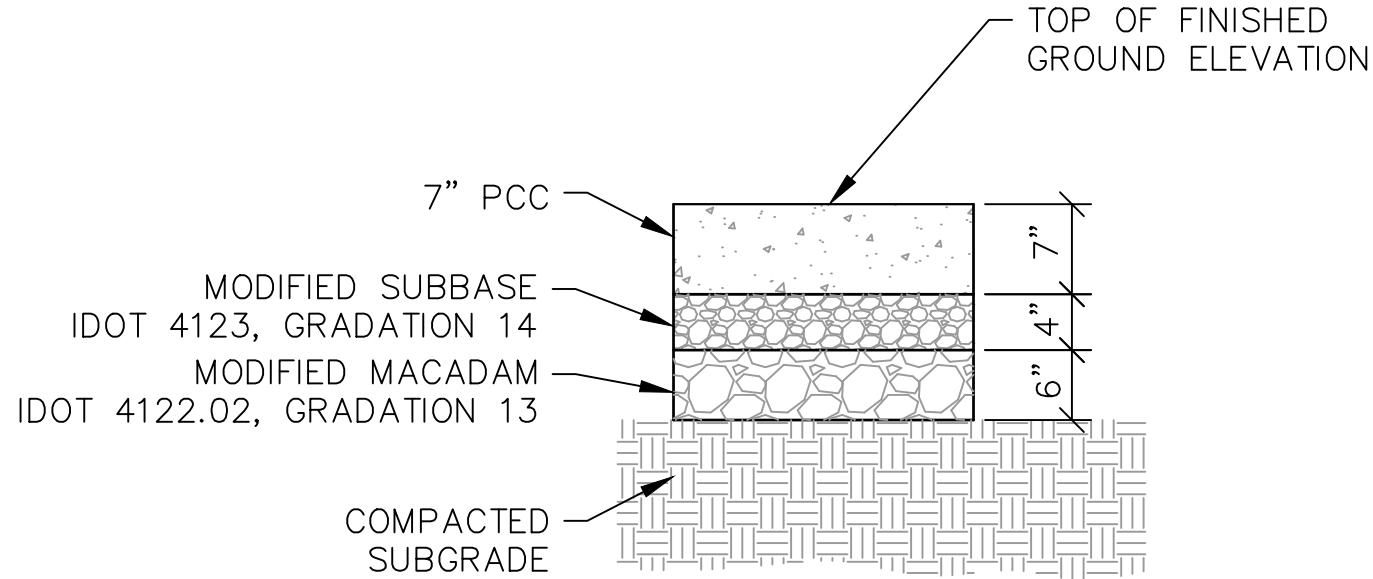
C1.20



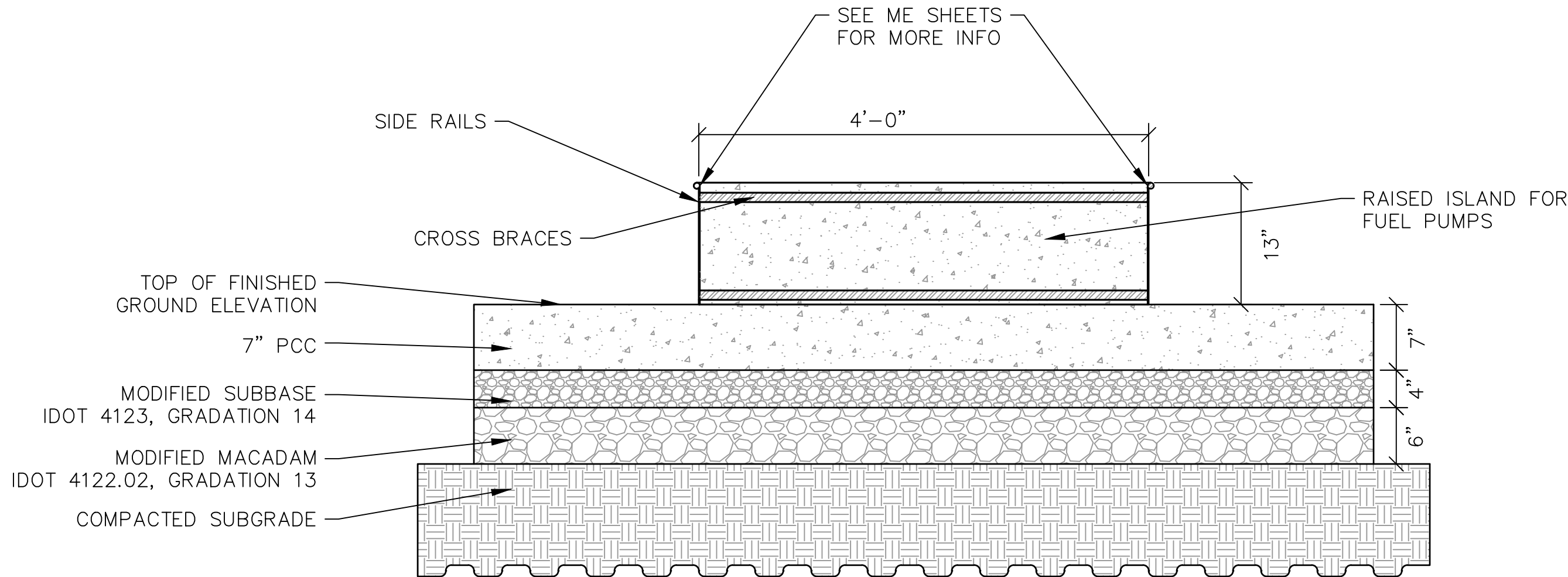
1 BOLLARD
C6.01 NOT TO SCALE



3 HMA HEAVY DUTY PAVEMENT
C6.01 NOT TO SCALE



2 PCC HEAVY DUTY PAVEMENT
C6.01 NOT TO SCALE



4 STAINLESS STEEL FULL RADIUS ISLAND FORM
C6.01 RAISED FUEL PUMP ISLAND NOT TO SCALE

Revisions	Rev	Description	Date
	1	Project Number 24132 Project Manager LNR P:\V\13\01\PAVING\STORM\24132_ZZ-06.DWG 1/28/2025 2:51 PM JANGIE MAREK	Issued For Bidding: Issued For Construction:

CITY OF DUBUQUE FUELING STATION IMPROVEMENTS

925 KERPER CT. DUBUQUE, IA



PROJECT LOCATION

ELECTRICAL SYMBOLS LIST

NOTE: NOT ALL SYMBOLS SHOWN MAY BE REQUIRED FOR THIS PROJECT

WIRING DEVICES

- DUPLEX WALL RECEPTACLE
- EMERGENCY PUSH BUTTON (FUEL SYSTEM)

EQUIPMENT WIRING

- DISCONNECTING MEANS
- WEATHERPROOF DISCONNECTING MEANS
- FUSED DISCONNECTING MEANS
- MOTOR RATED SWITCH
- VARIABLE FREQUENCY DRIVE W/INTEGRAL DISCONNECT

SWITCHES - LOW VOLTAGE (DIGITAL)

(REFER TO LIGHTING SEQUENCE OF OPERATION FOR ADDITIONAL INFORMATION)

- EXTERIOR PHOTOCELL

LUMINAIRES

- 2'x2' SURFACE MOUNT TROFFER FIXTURE W/TYPE NUMBER
- SURFACE MOUNT LINEAR FIXTURE W/TYPE NUMBER
- WALL MOUNT LINEAR FIXTURE W/TYPE NUMBER
- SURFACE/CEILING MOUNT STRIP FIXTURE W/TYPE NUMBER
- SURFACE MOUNT FIXTURE W/TYPE NUMBER
- RECESSED DOWNLIGHT FIXTURE W/TYPE NUMBER
- PENDANT MOUNT FIXTURE W/TYPE NUMBER
- WALL MOUNT FIXTURE W/TYPE NUMBER
- POLE MOUNT FIXTURE W/TYPE NUMBER

DISTRIBUTION

- SURFACE-MOUNT PANEL
- FLUSH-MOUNT PANEL
- TRANSFORMER
- C/T CABINET
- METER

MISCELLANEOUS

- EXISTING - TO REMAIN
- EXISTING - TO BE RELOCATED
- EXISTING - TO BE REMOVED
- CONDUIT
- POINT OF NEW CONNECTION
- WEATHERPROOF

SHEET INDEX

SHEET NUMBER	SHEET NAME	PRINCIPAL IN-CHARGE
ME0.01	COVER SHEET	MIKE BROCKA MBROCKA@MODUS-ENG.COM
MED1.10	MECHANICAL AND ELECTRICAL DEMOLITION PLAN	MECHANICAL ENGINEER ANDREW NEWLON ANEWLON@MODUS-ENG.COM
ME1.20	MECHANICAL AND ELECTRICAL PLAN	ELECTRICAL ENGINEER DAVID JORDAN DJORDAN@MODUS-ENG.COM
ME2.10	MECHANICAL AND ELECTRICAL DETAILS	
ME3.10	MECHANICAL AND ELECTRICAL SCHEDULES	
E2.20	CANOPY LIGHTING PLAN	

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. My license renewal date is December 31, 2026.

Michael J. Brocka Date

Pages or sheets covered by this seal:
Specification Div.: 22,23,26,27
Drawings: SEE SHEET INDEX.



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CITY OF DUBUQUE

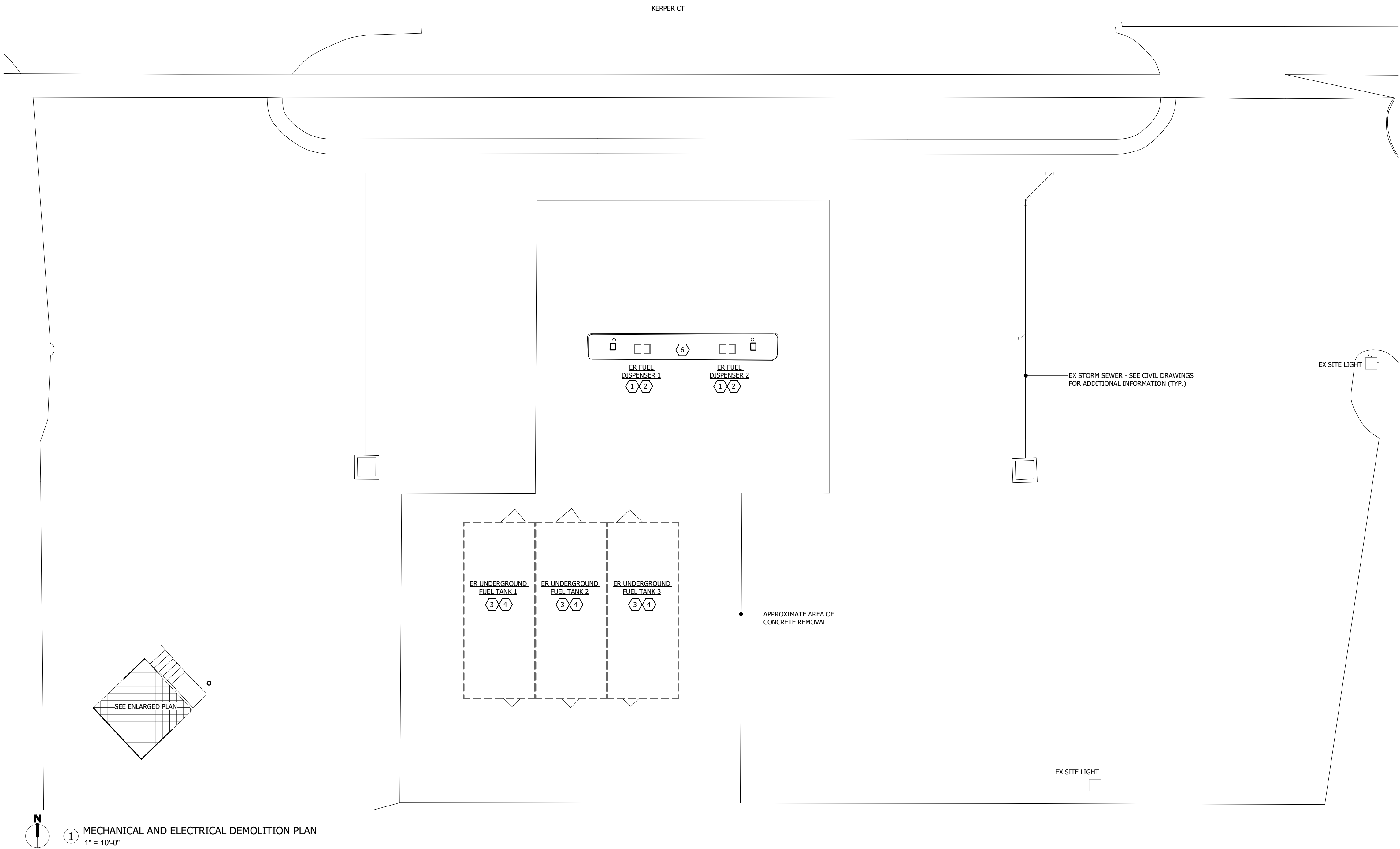
CITY OF DUBUQUE
FUELING STATION
IMPROVEMENTS

Location / Description

Revisions	Rev	Description	Project Number	Project Manager	Issued For Bidding:	Issued For Construction:	Date

COVER SHEET

ME0.01



DEMOLITION GENERAL NOTES:

- A. DEMOLITION DRAWINGS ARE BASED ON EXISTING AVAILABLE DRAWINGS AND CASUAL FIELD OBSERVATION. ELECTRICAL CONTRACTORS SHALL FIELD VERIFY THE SITE AND INCLUDE ALL REQUIRED DEMOLITION IN THE BID.
- B. ALL REQUIRED DEMOLITION IS NOT INDICATED. IT IS THE INTENT OF THESE DOCUMENTS THAT ALL MECHANICAL AND ELECTRICAL SYSTEMS (NOT TO BE REUSED OR EXTENDED) BE REMOVED. COORDINATE WITH ARCHITECTURAL DRAWINGS.
- C. REFER TO SPECIFICATIONS AND OTHER SHEETS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- D. REMOVE ALL ELECTRICAL CONNECTIONS, WIRING, AND CONDUIT SERVING ALL FUEL SYSTEM EQUIPMENT TO BE REMOVED.
- E. REFER TO CIVIL DRAWINGS FOR DETAILS ON FLOOR CUTTING. CONTRACTOR SHALL COORDINATE WORK TO BE CONSISTENT WITH SCOPE OF GENERAL CONTRACTOR'S DEMOLITION.

DEMOLITION REFERENCED NOTES: (E)

(NOT ALL NOTES MAY BE APPLICABLE TO THIS SHEET)

1. ELECTRICAL CONTRACTOR SHALL REMOVE ALL ELECTRICAL DEVICES SERVING FUEL PUMP AND ASSOCIATED CONDUCTORS. REMOVE ALL CONDUIT BELOW GRADE AND ABOVE GRADE.
2. CONTRACTOR TO REMOVE AND DISPOSE OF FUEL DISPENSER AND ASSOCIATED EQUIPMENT/ PIPING.
3. ELECTRICAL CONTRACTOR SHALL REMOVE ALL ELECTRICAL DEVICES AND ASSOCIATED CONDUCTORS/CONDUITS SERVING FUEL TANK PUMPS. REMOVE ALL CONDUIT BELOW GRADE AND ABOVE GRADE. COORDINATE REMOVAL WITH GENERAL CONTRACTOR.
4. REFER TO CIVIL DRAWINGS FOR DEMOLITION OF UNDERGROUND FUEL TANKS.
5. CONTRACTOR TO REMOVE AND DISPOSE OF ALL ELECTRICAL CONDUIT BETWEEN PUMP HOUSE AND PUMP ISLANDS.
6. CONTRACTOR TO REMOVE AND DISPOSE OF PUMP ISLAND.
7. REMOVE FUEL TANK MONITOR CONTROL PANEL AND ALL ASSOCIATED CONDUIT AND WIRING. PATCH TO MATCH EXISTING.
8. REMOVE WATER DISPENSING CONTROLLER. PREPARE LOCATION FOR NEW EQUIPMENT.

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FUELING STATION
IMPROVEMENTS

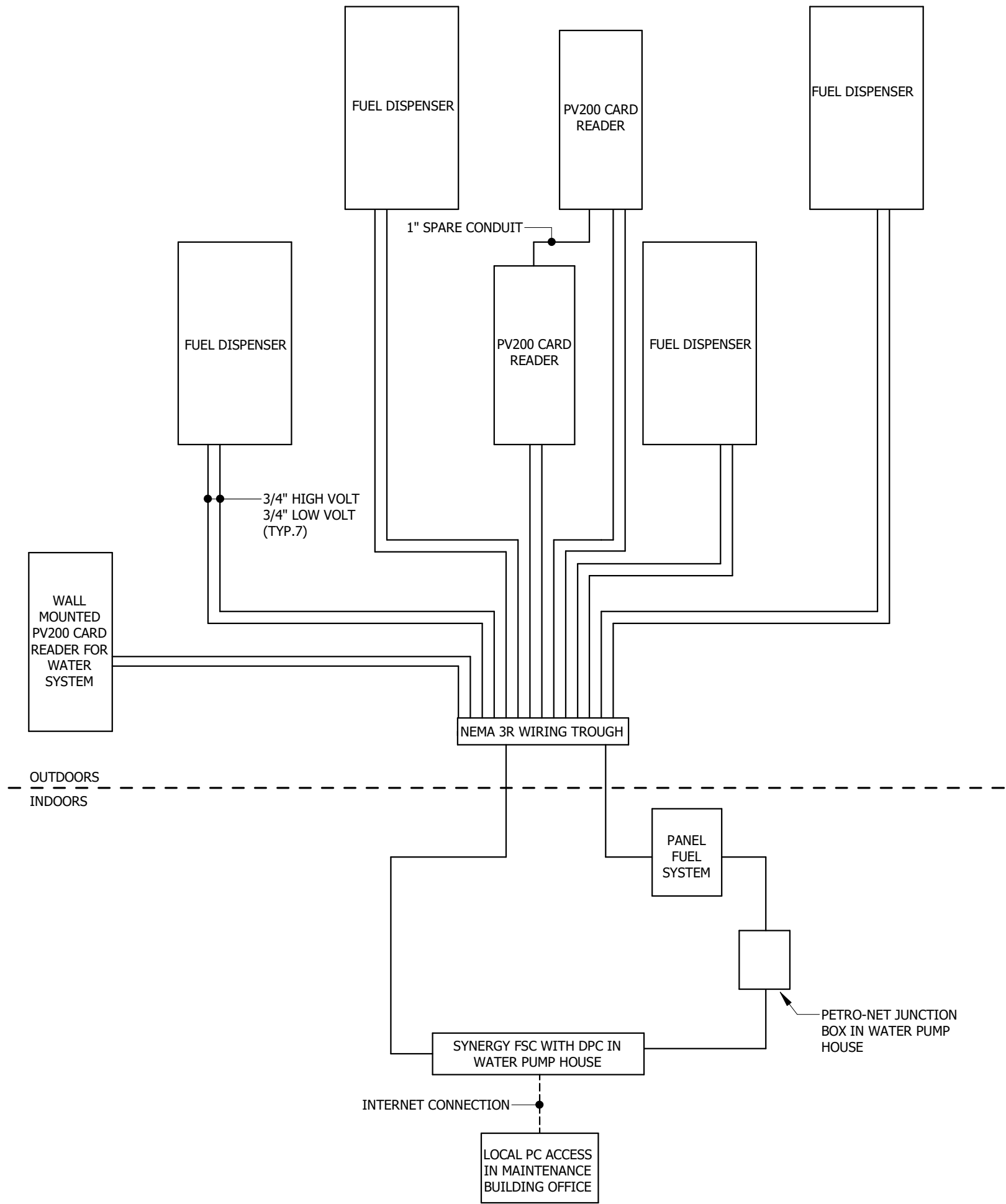
Location / Description

Revisions	Rev	Description	Project Number	Project Manager	Issued For Bidding:	Issued For Construction:	Date

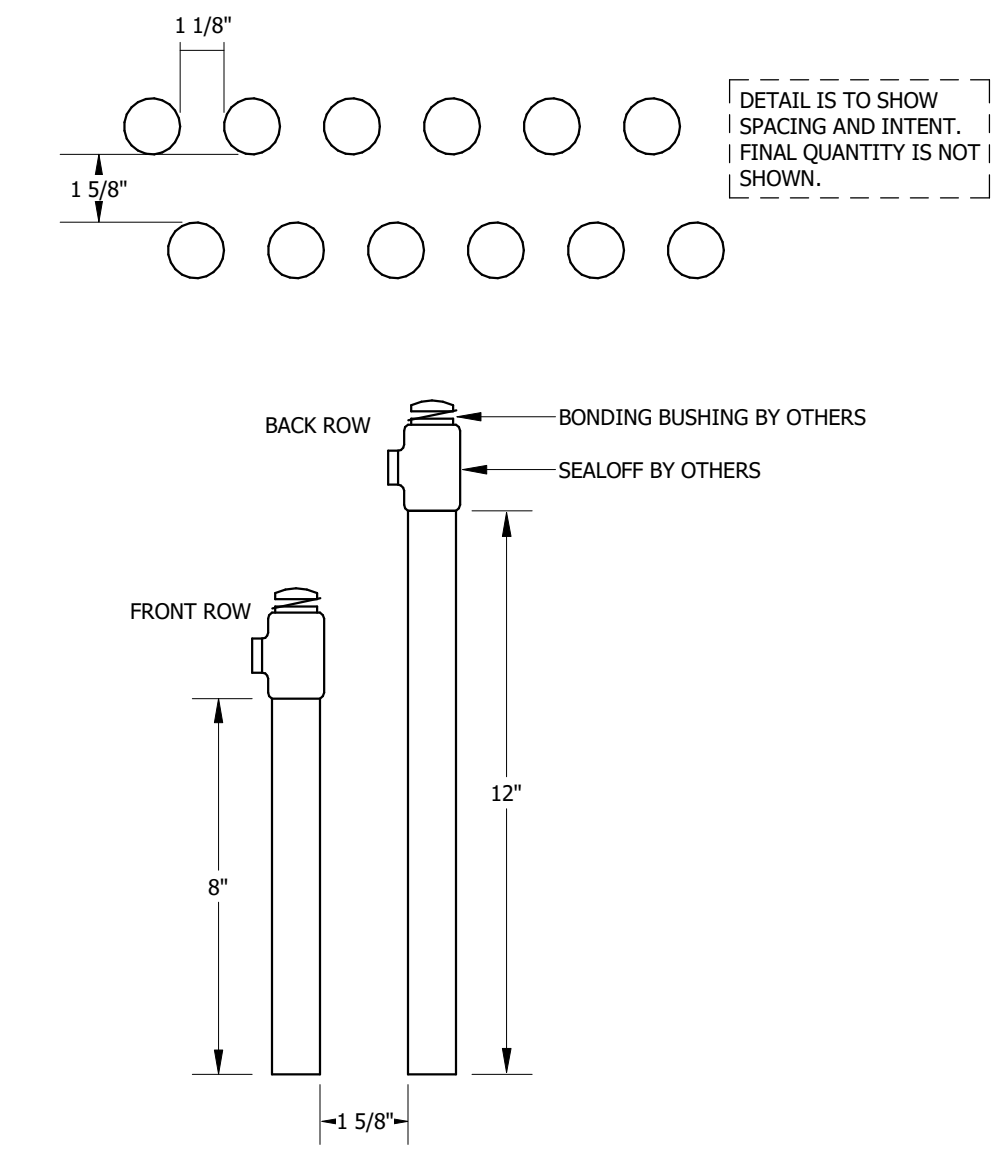
MECHANICAL AND ELECTRICAL
DEMOLITION PLAN



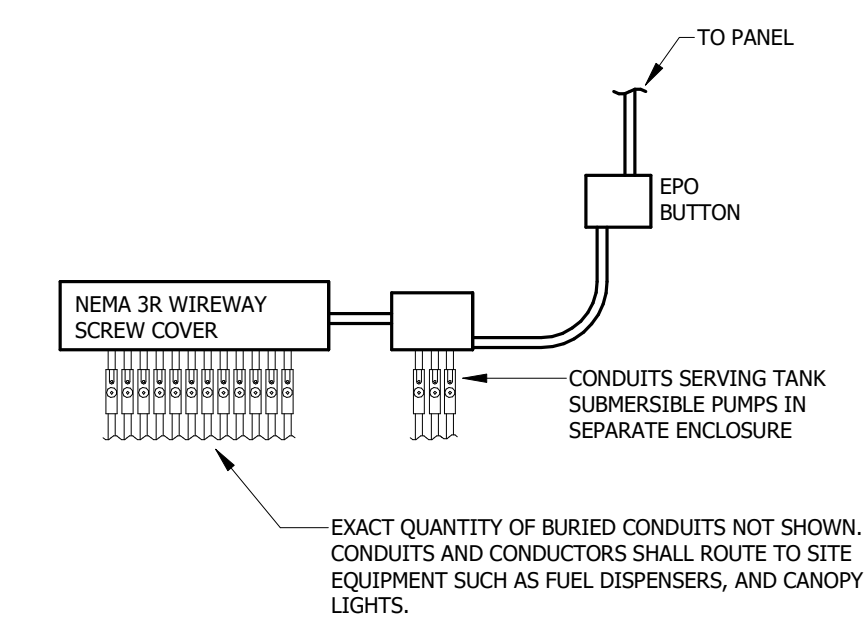
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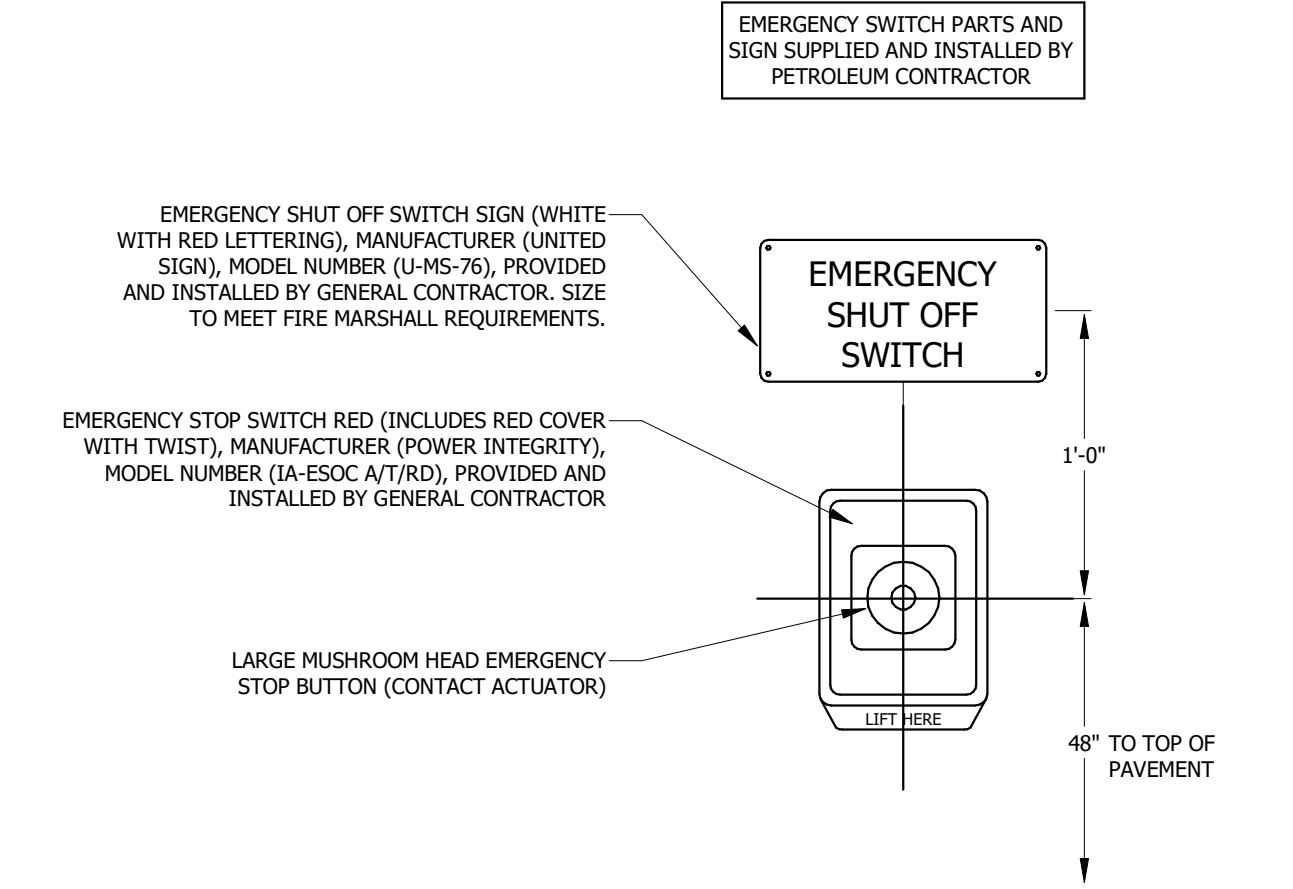
1 GENERAL SYSTEM WIRING SCHEMATICS
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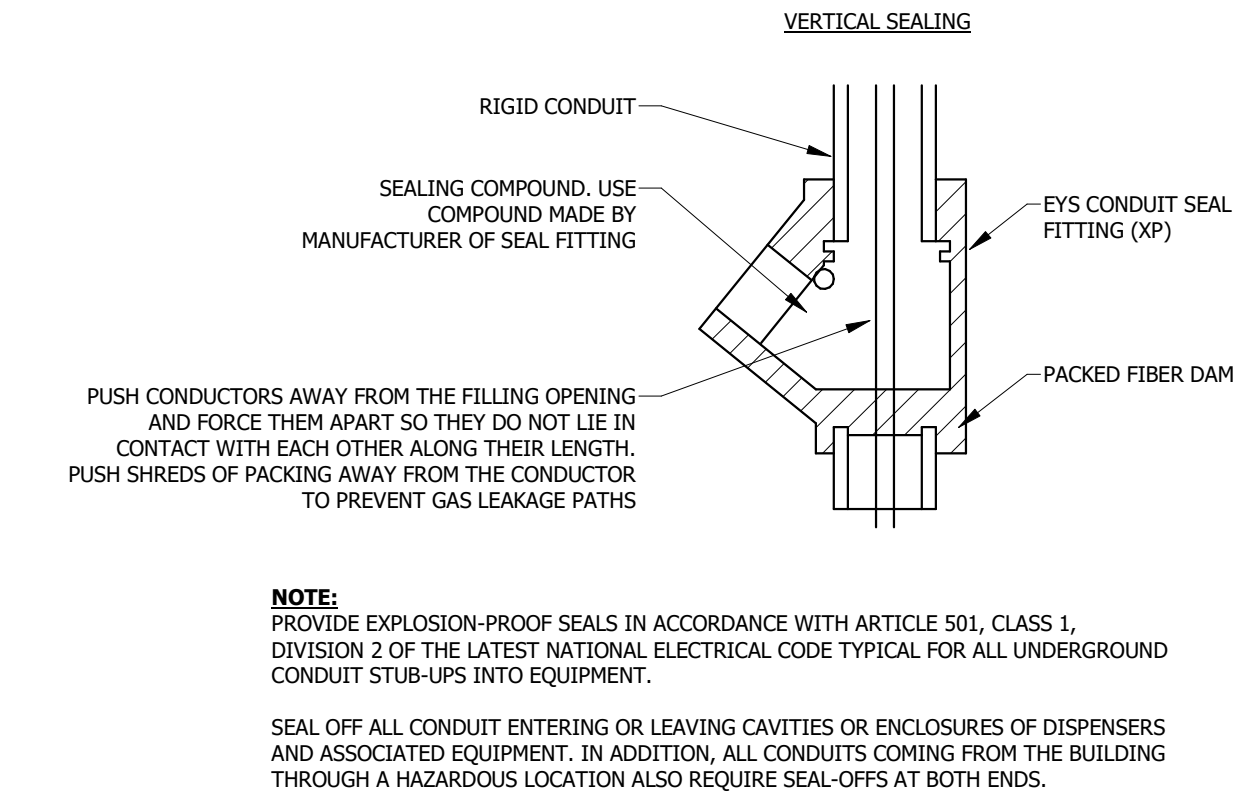
2 FUEL CONDUITS STUB UP AND SPACING
No Scale



3 EXTERIOR ROUTING ELEVATIONS SCHEMATIC
No Scale



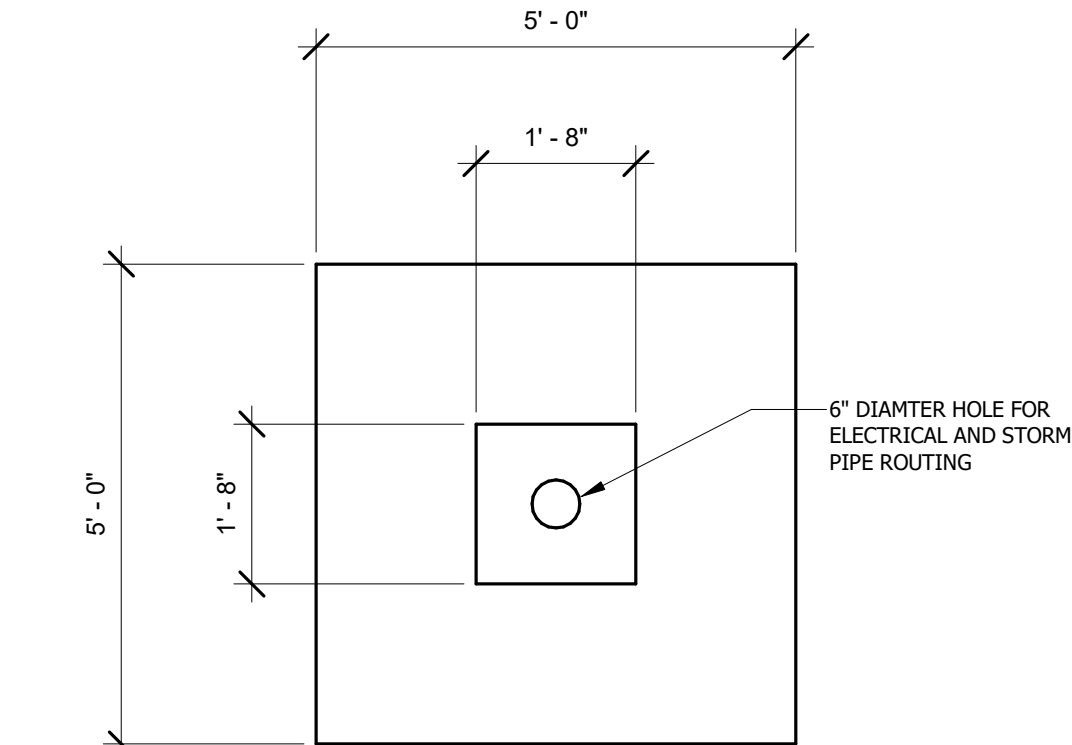
5 EMERGENCY SHUTOFF WITH COVER
No Scale



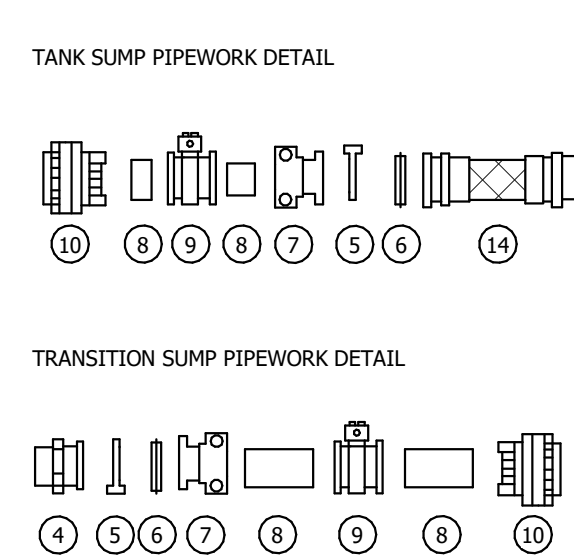
8 SEAL FITTING INSTALLATION
No Scale

COPPER CONDUCTOR AND CONDUIT
SIZING CHART

	CONDUCTORS (THWN-2)			CONDUIT		PARALLEL RUNS
	PHASE	NEUTRAL	GROUND	EMT	SCH 40	
15/4	(3) #12 AWG	#12 AWG	#12 AWG	3/4"	3/4"	1
20/4	(3) #12 AWG	#12 AWG	#12 AWG	3/4"	3/4"	1
25/4	(3) #10 AWG	#10 AWG	#10 AWG	3/4"	3/4"	1
30/4	(3) #10 AWG	#10 AWG	#10 AWG	3/4"	3/4"	1
35/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
40/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
45/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
50/4	(3) #8 AWG	#8 AWG	#10 AWG	3/4"	3/4"	1
60/4	(3) #6 AWG	#6 AWG	#10 AWG	1"	1"	1
70/4	(3) #4 AWG	#4 AWG	#8 AWG	1-1/4"	1-1/4"	1
80/4	(3) #4 AWG	#4 AWG	#8 AWG	1-1/4"	1-1/4"	1
100/4	(3) #3 AWG	#3 AWG	#8 AWG	1-1/4"	1-1/4"	1



4 CANOPY FOOTER DETAIL
No Scale



- 1 UNIVERSAL LIQUID SUMP SENSOR

2 SENSOR CAP INSTALLATION KIT

3 ELECTRICAL CONDUIT ENTRY BOOT (3/4")

4 EZ FIT FLANGE X HEX MALE ADAPTER (1-1/2")

5 EZ FIT CLAMP

6 EZ FIT GASKET

7 QUICK RELEASE FITTING (1-1/2")

8 XP FLEXIBLE DOUBLE WALL PIPE (1-1/2")

9 SPLIT TEST BOOT (1-1/2")

10 ENTRY BOOT
- 11 BLACK STEEL REDUCING ELBOW (1-1/2" TO 1")

12 BOLT-DOWN MANWAY (24")

13 WATER RESISTANT TANK SUMP

14 FLEXIBLE CONNECTOR (EZ FLANGE X MALE)

15 BALL VALVE (2")

16 EZ FIT 90° ELBOW FLANGE X MALE ADAPTER

17 DISCRIMINATING SUMP SENSOR

18 SUBMERSIBLE PUMP (3/4 HP)

19 ELECTRONIC LINE LEAK DETECTION

20 PROBE ACCESS MANHOLE

21 ENTRY BOOT (4")

22 PROBE CAP AND ADAPTER (FOR 4" RISERS)

23 INVENTORY CONTROL PROBE

24 DIESEL DENSITY FLOAT KIT (4")

25 DOUBLE WALL SPILL CONTAINER

26 SWIVEL ADAPTER KIT

27 OVERFILL PREVENTION VALVE (5' TOP 8' BOTTOM)

28 TANK BOTTOM PROTECTOR

29 EXTRACTOR VENT VALVE (4" x 4" x 2")

30 MALE TERMINATION FITTING (2")

31 ELECTROFUSION COUPLER (2")

32 UPP 2" SEMI-RIGID PIPE (19" STICK)

33 ELECTROFUSION 90° ELBOW

34 FEMALE TERMINATION FITTING (2")

35 P/V VENT WITH IN-LINE VAULT WITH US P/V AND RAIN CAP

36 MAIN TANK (DOUBLE WALL)

37 HIGH LEVEL SENSOR

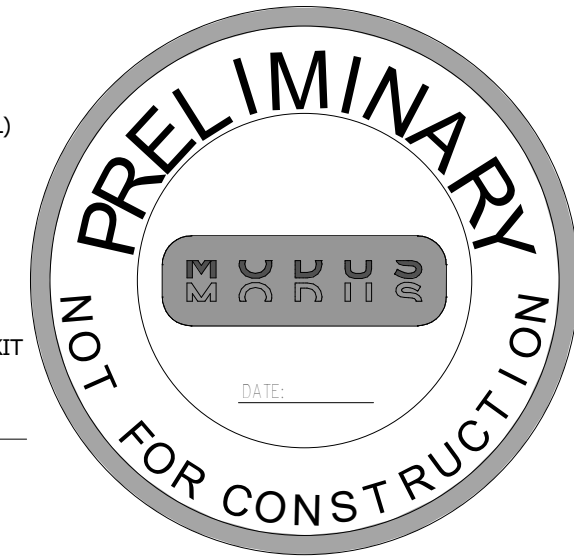
38 3/8" CHIP OR 3/8" PEA GRAVEL BACKFILL

39 DOUBLE WALL VAPOR SPILL CONTAINER

40 VAPOR SWIVEL ADAPTER KIT

7 15,000 GALLON GLASS STEEL II FUEL TANK DETAIL
No Scale

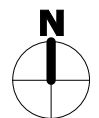
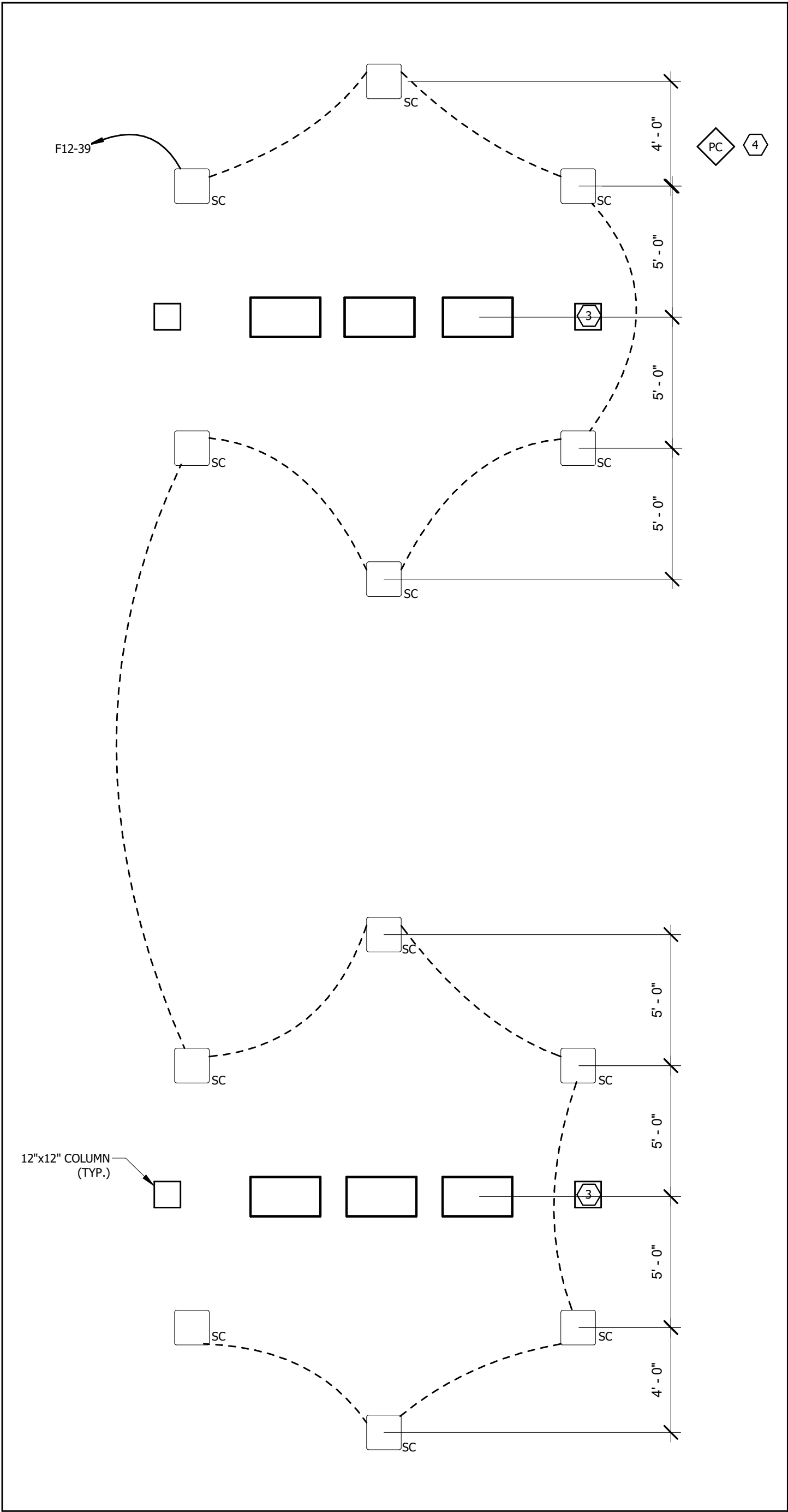
Revisions	Rev	Description	Project Number	Project Manager	Date



FUEL STATION EQUIPMENT SCHEDULE											
	UNDERGROUND TANKS DOUBLE WALL										
1	(3) 15,000 GLASS STEEL II, UNDERGROUND TANKS (32' LONG x 108" DIAMETER)										
	FUEL CONTROL SYSTEM										
2	PV ENTERPRISE INCLUDES PV200 WITH SYNERGY FSC AND FUEL ISLAND TERMINAL...										
3	DPC REMOTE MOUNT INTERFACE MODULE AND SOFTWARE										
4	VEHICLE MONITORING SYSTEM VEHICLE IDENTIFICATION CARDS										
5	VEHICLE MONITORING SYSTEM DRIVER IDENTIFICATION CARDS										
	TANK AND SUMP MONITORING										
6	INVENTORY ONLY PROBE, LEAK DETECTION PROBE, ELECTRIC LINE LEAK, AND ACCESSORIES										
7	FRANKLIN EVO600 WITH DISPLAY, HARDWIRED PRINTER, AND NECESSARY MODULES										
8	UNIVERSAL LIQUID SUMP SENSOR AT TANKS, PIPING TANK SUMP, AND EACH DISPENSER SUMP										
	SUMPS AND MANHOLES										
9	SINGLE WALL FIBERGLASS TANK SUMP										
10	SINGLE WALL FIBERGLASS DISPENSER SUMP										
11	DISPENSER SUMP COMPATIBLE FOR WAYNE SELECT DISPENSER										
	WAYNE DISPENSERS										
12	50 GPM, 3/G7232D SHC DIESEL, 1 PRODUCT, 2 HOSES, 4 METERS										
13	22 GPM, E3/G72021 PRODUCT, 2 HOSES, 2 METERS										
14	HOSE MAST AND SPRING LOAD 3/4" EXPLOSION PROOF FLEX (NO SPRING REQUIRED)										
	ISLAND FORMS AND ACCESSORIES										
15	15' X 48" X 13" X 6" RADIUS STAINLESS STEEL										
16	SHEAR VALVES										
	TESTING										
17	DIESEL SYSTEM TESTING										
18	GAS SYSTEM TESTING										
19	SUMP HYDRO TESTING- TRANSITION AND DISPENSER SUMPS										
	DISPENSING ACCESSORIES										
20	(3) 1" DIESEL NOZZLE HIGH SPEED HUSKEY 1 + 8 (DIESEL COMMERCIAL NOZZLE)										
21	(1) 3/4" DIESEL HIGH PRESSURE NOZZEL										
22	MAGNETIC BREAKAWAY NOZZLES										
22	1" BREAKAWAY HOSE										
23	1" X 14' CURB HOSE										
24	3/4" NOLEAD NOZZLE										
25	3/4" SWIVEL										
26	3/4" BREAKAWAY HOSE										
27	3/4" X 14' CURB HOSE										

	PUMP ACCESSORIES										
28	(1) 2HP VARIABLE SPEED SUBMERSIBLE PUMP FOR GAS MODEL STPMVS2-YL2-12										
29	(2) 4HP VARIABLE SPEED SUBMERSIBLE PUMP FOR DIESEL MODEL STPMVS4-VL2-12										
30	MAG VFC CONTROLLER FOR EACH PUMP										
	DIESEL EXHAUST FLUID (DEF) UNIT										
31	500 GALLON DEF UNIT MODEL SBD KB5080POHR										
32	BACKUP HEATER										
33	DEF COUPLER										
34	INSIDE LED LIGHT MODEL S8DADD-LEDLIT										
35	25' HOSE REWIND										
36	DEF COUPLER										
37	DRYBREAK (CONFIRM TYPE WITH CITY OF DUBUQUE)										
38	PCM MASTER (PUMP CONTROL MODULE IN PV200)										
39	PCM MOUNTING BRACKET										
	CANOPY AND CANOPY LIGHTS										
40	30' X 58' 4 SQUARE COLUMN CANOPY WITH 15' CLEARANCE										
41	SPACING (WIDE) 7.5 - 15 - 7.5										
42	SPACING (LONG) 13 - 34 - 13										
43	36" TALL WHITE LAMINATED PANEL FASCIA										
44	DECKING 3" X 12" X 20 GA. SMOOTH WHITE										
45	SNOW LOAD: 30 PSF, WIND LOAD: 30 PSF										
46	INTERNAL 3" SCH. 40 PVC ROOF LEADERS										
47	REFER TO PLANS FOR LIGHTING INFORMATION										
48	WHITE PAINT TO FIELD PAINT CANOPY COLUMNS										
	SIGNAGE NECESSARY IN ACCORDANCE WITH FIRE MARSHALL REGULATIONS										
49	GASOLINE DECALS 4" X 25"										
50	FLAMMABLE DECALS 4" X 25"										
51	NO SMOKING DECALS 4" X 25"										
52	DIESEL DECALS 4" X 25"										
53	COMBUSTABLE DECALS 4" X 25"										
	BULK WATER DISPENSION										
54	WALL MOUNTED PV200										

BRANCH PANEL F12															
Location:					Volts: 120/208 Wye					S.C.C.R. Rating:					
Supply From:					Phases: 3					Mains Type: [MLO] or [MCB]					
Mounting: Surface					Wires: 4					Mains Rating: [225 A][400 A]					
Enclosure: Type 1										MCB Rating:					
Available Isc: rr										SPD: NONE					
Notes:															
CKT	Circuit Description	Type	Trip	Poles	A		B		C		Poles	Trip	Type	Circuit Description	CKT
F12-1	SUB PUMP (2HP)		15 A	3	0	0					3	20 A		SUB PUMP (4HP)	F12-2
F12-3	--		--	--			0	0			--	--		--	F12-4
F12-5	--		--	--					0	0	--	--		--	F12-6
F12-7	SPACE		--	1	--	--					1	--		SPACE	F12-8
F12-9	DEF UNIT		20 A	1			0	0			3	20 A		SUB PUMP (4HP)	F12-10
F12-11										0	--	--		--	F12-12
F12-13	SPACE		--	1	--	0					--	--		--	F12-14
F12-15	PV200		20 A	1			0	--			1	--		SPACE	F12-16
F12-17										0	1	20 A		DEF HEATER	F12-18
F12-19	SPACE		--	1	--										F12-20
F12-21	SUB PUMP (1HP)		20 A	1			0	--			1	--		SPACE	F12-22
F12-23										0	1	20 A		DISPENSER POWER	F12-24
F12-25	SPACE		--	1	--										F12-26
F12-27	SOLENOID VALVE		20 A	1			0	--			1	--		SPACE	F12-28
F12-29										0	1	20 A		SOLENOID VALVE	F12-30
F12-31	SPACE		--	1	--										F12-32
F12-33	SUB PUMP (1HP)		20 A	1			0	--			1	--		SPACE	F12-34
F12-35										0	1	20 A		SOLENOID VALVE	F12-36
F12-37	SPACE		--	1	--										F12-38
F12-39	Lighting		20 A	1			153	--			1	--		SPACE	F12-40
F12-41										0	1	20 A		PV200	F12-42
F12-43	SPACE		--	1	--										F12-44
F12-45	DISPENSER POWER		20 A	1			0	--			1	--		SPACE	F12-46
F12-47										0	1	20 A		SUB PUMP (1HP)	F12-48
F12-49	SPACE		--	1	--										F12-50
F12-51	SUB PUMP (1HP)		20 A	1			0	--			1	--		SPACE	F12-52
F12-53										180	1	20 A		SYNERGY FSC	F12-54
F12-55	SPARE		20 A	1	0	0					1	20 A		SPARE	F12-56
F12-57	SPARE		20 A	1			0	0			1	20 A		SPARE	F12-58
F12-59	SPARE		20 A	1					0	0	1	20 A		SPARE	F12-60
F12-61						0					1	20 A		DPC/EVO600	F12-62
F12-63															F12-64
F12-65										--	1	--		SPACE	F12-66
F12-67						0					1	20 A		PV200	F12-68
F12-69															F12-70
F12-71															F12-72
Total Load:					0 VA		153 VA		180 VA						
Total Amps:					0 A		1 A		2 A						
Type Legend: N=NORMAL G=GFI M=MOTORIZED E=EXISTING ST=SHUNT TRIP A=ARC FAULT H=HANDLE LOCK															
Load Classification					Connected Load		Demand Factor		Estimated Demand		Panel Totals				
Power					180 VA		100.00%		180 VA						
Equipment					0 VA		0.00%		0 VA		Total Conn. Load: 0.3 kVA				
Lighting					153 VA		125.00%		191 VA		Total Est. Demand: 0.4 kVA				
											Total Conn. Current: 1 A				
											Total Est. Demand Current: 1 A				
Notes:															



1 CANOPY LIGHTING PLAN
1/4" = 1'-0"

LIGHTING FIXTURE SCHEDULE

TYPE	BOD MANUFACTURER	MODEL NUMBER	DESCRIPTION	LAMP/CCT/CRI	CONTROL	DELIVERED LUMENS	WATTS	VOLTS	EQUALS
SC	LST INDUSTRIES	SCV LED 10L SC UNV DIM 50 XX ALBCS1	LED PETROLEUM CANOPY LED LUMINAIRE. DIE CAST ALUMINUM CONSTRUCTION WITH FLAT GLASS LENS. WET LOCATION RATED. INTEGRAL 0-10V DIMMABLE DRIVER. ARCHITECT TO SELECT FINISH DURING SUBMITTALS. INTEGRAL WIRELESS MOTION AND PHOTOSENSOR CONTROL. ELECTRICAL CONTRACTOR SHALL ACCOUNT FOR FIXTURE WITH CUSTOM LUMEN PACKAGE FOR PRICING PURPOSES.	LED/5000K/70+	0-10V	10,317	67	UNV	ENGINEER APPROVED EQUALS

LIGHTING FIXTURE SCHEDULE NOTES:
1. PROVIDE ALL PARTS AND PIECES FOR A COMPLETE AND FULLY FUNCTIONAL LIGHTING SYSTEM.
2. CONTRACTOR SHALL INSTALL ALL FIXTURES PER MANUFACTURER RECOMMENDATIONS IN LOCATIONS SHOWN ON DRAWING AND NOTIFY DESIGN TEAM IF THIS IS NOT POSSIBLE FOR ROUGH IN.
3. ARCHITECT SHALL SELECT ALL FINISHES/COLORS AT THE TIME OF SUBMITTAL.
4. COORDINATE ALL DRIVERS WITH CONTROLS TO INSURE FULL COMPATIBILITY.
LIGHTING FIXTURE SCHEDULE BY: DAVID JORDAN 319-433-1478

GENERAL NOTES:

- ALL DISCONNECTS ON MECHANICAL EQUIPMENT SHALL BE MOUNTED ON STRUCTURE TO ALLOW REMOVAL OF THE EQUIPMENT FOR MAINTENANCE WITH A MINIMUM OF WIRING WORK. VERIFY NEC CLEARANCE REQUIREMENTS ARE MET PRIOR TO ROUGH-IN.
- MAINTAIN SERVICE CLEARANCE AROUND ALL MECHANICAL & ELECTRICAL EQUIPMENT. DO NOT ROUTE PIPING OR CONDUIT IN CLEARANCE SPACE.
- ALL RECEPTACLE CIRCUITS SHALL HAVE DEDICATED NEUTRALS.
- PROVIDE PVC SCH 40 CONDUIT WITH RIGID TURN UP WITHIN EQUIPMENT UNLESS OTHERWISE NOTED.
- INSTALL ALL FUEL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.
- CONDUIT LAYOUT IS SCHEMATIC IN NATURE, NOT ALL OFFSETS OR SPACING MAY BE SHOWN. CONTRACTOR SHALL SITE VERIFY.

REFERENCED NOTES: #

- (NOT ALL NOTES MAY BE APPLICABLE TO THIS SHEET)
- PROVIDE FIRE EXTINGUISHER AND EXTERIOR RATED CABINET IN ACCORDANCE TO THE STATE FIRE MARSHAL REQUIREMENTS.
 - COORDINATE PANEL LOCATIONS WITH DESIGN TEAM.
 - 4" PVC SCH 40 ROOF DRAIN WITHIN COLUMN. CONNECT TO UNDER GRADE STORM SEWER.
 - ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL STEM SWIVEL MOUNT PHOTOCELL EQUAL TO #EK4236S TO CONTROL EXTERIOR LIGHTING. COORDINATE FOR NORTH FACING INSTALLATION.
 - DC POWER SHALL BE 18 GAUGE 2 CONDUCTOR TWISTED AND SHIELDED WITH DRAIN AND TEFLON COATING. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL DC WIRING SERVING FLOAT SENSORS, SUMP SENSORS, AND PROBES AS REQUIRED FOR A COMPLETE AND WORKING SYSTEM.
 - ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL BREAKAWAY T-BASE TO SERVE TYPE SA FIXTURE. PROVIDE LIGHT POLE BASE PLATE ADAPTOR TO UTILIZE THE CANOPY COLUMN FOUNDATION FOR LIGHT FIXTURE POLE BASE.
 - EMERGENCY PUSH BUTTON SHALL DISCONNECT POWER TO ALL DISPENSING DEVICES; TO ALL REMOTE PUMPS SERVING THE DISPENSING DEVICES; TO ALL ASSOCIATED POWER, CONTROL, AND SIGNAL CIRCUITS; AND TO ALL OTHER ELECTRICAL EQUIPMENT IN THE HAZARDOUS (CLASSIFIED) LOCATIONS SURROUNDING THE FUEL DISPENSING DEVICES.
 - ELECTRICAL CONTRACTOR SHALL ROUGH-IN FOR FUEL PUMP EMERGENCY STOP. COORDINATE FINAL LOCATION WITH OWNER PRIOR TO ROUGH-IN. REFER TO EMERGENCY FUELING STATION SHUTOFF WITH COVER ON SHEET ME2.10 FOR MORE INFORMATION
 - ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUITS WITH EXPLOSION PROOF SEAL OFFS AS PER NEC REQUIREMENTS. SEE DETAILS ON SHEET ME2.10 FOR MORE INFORMATION REGARDING SEAL OFF INSTALLATION AND STUB UP SPACING.
 - CANOPY STORM DOWNSPOUTS SHALL BE ROUTED FROM THE EASTERN COLUMNS TO THE EXISTING UNDERGROUND STORM SEWER.
 - COORDINATE VARIABLE FREQUENCY CONTROLLERS (VFC) LOCATIONS WITH DESIGN TEAM.
 - OVERFLOW ALARM. COORDINATE LOCATION WITH OWNER.

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CITY OF DUBUQUE

CITY OF DUBUQUE
FUELING STATION
IMPROVEMENTS

Location / Description

Revisions	Rev	Description	Project Number	Project Manager	Date

CANOPY LIGHTING PLAN



E2.20

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE:	Planned Unit Development Amendment for Estates of Dubuque
SUMMARY:	Proof of publication on notice of public hearing to consider a request from Mike Dalsing, Estates of Dubuque, to amend the Planned Unit Development by updating the conceptual development plan and establishing bulk regulations, and Zoning Advisory Commission recommending approval. ORDINANCE Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 28-21 And Adopting A PUD Planned Unit Development With A PR Planned Residential District Designation And Conceptual Development Plan For Estates Of Dubuque Development
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. Zoning Advisory Commission Letter
2. Application
3. Vicinity Map
4. Notification Map
5. Staff Report
6. Ordinance
7. Ordinance Exhibit A - Subdivision Plat
8. Ordinance Exhibit B - Conceptual Design Plan
9. Staff Presentation

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



February 10, 2025

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

Applicant: Mike Dalsing, Estates of Dubuque
Location: Lasso Court and Ewing Drive (PIN 1009302002 and 1009330010)
Description: To amend the Planned Unit Development by updating the conceptual development plan and establishing bulk regulations.

Dear Mayor and City Council Members:

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

Discussion

Justin Lau, Buesing Associates, 1201 Locust Street, spoke on behalf of the applicant. He said that most of the lots would meet the R-1 district standards but since it was originally all one lot, there are a few lots that will not meet the bulk regulations.

Mariann Groom, 16693 Clay Hill Road, asked who will be responsible for maintaining the catch basins and excess property. The Commission noted that the HOA would be the owner and responsible for maintaining it.

Staff discussed the application noting the applicant is requesting to amend the existing Planned Unit Development by updating the conceptual development plan and establishing bulk regulations for site development. The subdivision was originally rezoned to PUD with PR-Planned Residential designation to allow for the development of thirty-five (35) single-family homes along with three (3) new streets/cul-de-sacs, a stormwater detention basin, a club house, and a surface parking lot. Staff noted that the majority of the subdivision is fully constructed including the streets, club house, parking lot and detention basin and stated the majority of the residential homes have been completed with only a few still under construction.

Staff explained that at this time the Estates of Dubuque desires to subdivide the individual residential lots so that the lots can be sold to the homeowners. As a result of this change, the PUD ordinance requires updates to the conceptual site plan to reflect the new lot layouts and to establish bulk regulations for the subdivision. Staff outlined the PUD amendments including the bulk regulations to allow a reduced front and rear setback, 38' minimum street frontage, and 50% lot coverage.

The Commissioner discussed the proposal, finding it appropriate.

Recommendation

By a vote of 4-0, the Zoning Advisory Commission recommends that the City Council approve the request.

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

Respectfully submitted,



Rich Russell, Vice Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

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

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: 3654 Lasso Ct Dubuque Iowa 52002
Legal Description/Parcel ID#/Subdivision: Lot 1 Vintage Estates/1009302002
Existing Zoning: PR Proposed Zoning: PUD Site Area (square feet/acres): 13.997 acres
Historic District: _____ Landmark: ☐ Yes ☒ No

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

To create individual lots for existing homes.

C. Applicant/Agent Information

Name: Mike Dalsing - Estates of Dubuque Phone: 563-580-2967
Address: 4520 Ewing Drive City: Dubuque
State: IA Zip: 52002 Email: mw.jl.dal@gmail.com

D. Property Owner(s) Information

Name(s): Estates of Dubuque, A Vintage Cooperative Community Phone: 563-580-2967
Address: 4520 Ewing Drive City: Dubuque
State: IA Zip: 52002 Email: mw.jl.dal@gmail.com

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

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

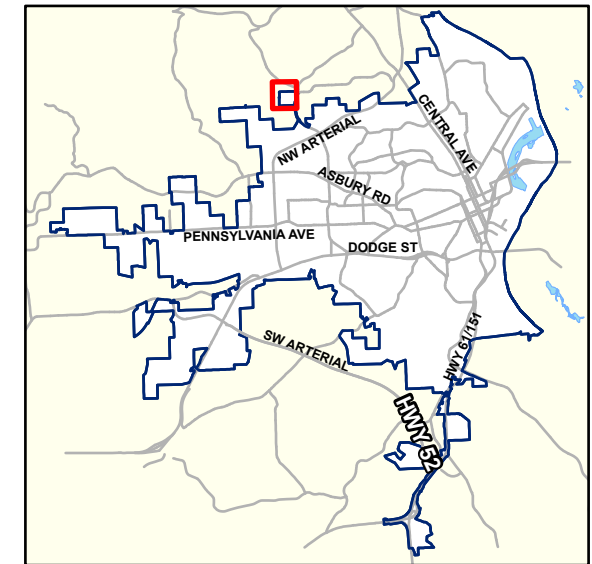
Applicant/Agent: Mike Dalsing Date: 12/31/24

Property Owner(s): Estates of Dubuque Date: 12/31/24

FOR OFFICE USE ONLY

Fee \$ _____ Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

Vicinity Map

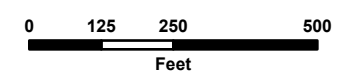
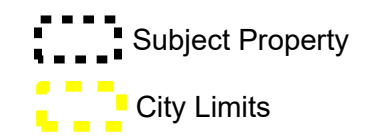


Applicant: Mike Dalsing, Estates of Dubuque

Location: Lasso Court and Ewing Drive (PIN 1009302002 and 1009330010)

Type: PUD Amendment

Description: To amend the Planned Unit Development by updating the conceptual development plan and establishing bulk regulations.

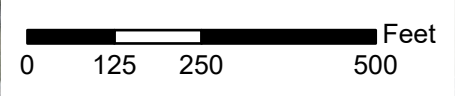


Vintage Estates

Planned Residential

200-Foot Notification Boundary

Properties Notified



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Property Address: Lasso Court and Ewing Drive (PIN 1009302002 and 1009330010)

Property Owner: Estates of Dubuque

Applicant: Mike Dalsing, Estates of Dubuque

Description: To amend the Planned Unit Development by updating the conceptual development plan and establishing bulk regulations.

Proposed Land Use: Residential

Proposed Zoning: PUD/PR

Existing Land Use: Residential

Existing Zoning: PUD/PR

Adjacent Land Use:

North – Residential
East – Residential
South – Residential
West – Vacant

Adjacent Zoning:

North – R-2 County
East – R-1/R-2
South – R-1/R-2
West – R-2 County

Former Zoning:

Prior to 2017 – County AG Agriculture
2017 – R-2 Two-Family Residential
2022 – PUD PR-Planned Residential

Total Area: Approx. 14 acres

Property History: The property was historically located in Dubuque County and zoned agricultural prior to being annexed into the City of Dubuque and rezoned to R-2 Two-Family Residential as part of the Rustic Point Estates subdivision. In 2022 the property was rezoned to Planned Unit Development with PR-Planned Residential (PUD) designation to allow for the development of thirty-five (35) single-family homes along with three (3) new streets/cul-de-sacs, a stormwater detention basin, a club house, and a 16-space parking lot.

The property was subdivided in 2023 to allow for the development of the subdivision. Since the recording of the subdivision plat the streets, club house, parking lot, and stormwater detention basin have been constructed, and the majority of the residential homes have been completed with only a few still under construction. At this point in time, the Estates of Dubuque parent company, Vintage Cooperatives by Ewing Properties is in the process of transferring ownership of the subdivision to the Homeowners Association of The Estates of Dubuque (HOA). As part of that process, the HOA is seeking to dissolve the cooperative ownership structure and intends to further subdivide the existing lots so that each homeowner will also own the lot on which their home sits. As a result of this change, the PUD ordinance requires updates to the conceptual site plan to reflect the new lot layouts.

Additionally, the PUD should be updated to establish bulk regulations for development in the subdivision.

Physical Characteristics: The subject property is an approximately 14-acre subdivision that is improved with three (3) streets (Ewing Ct., Lasso Ct. and Vintage Ln), thirty-five (35) single-family homes, a detention basin, a club house, and a 16-space parking lot. Below is a 2024 aerial image of the subdivision showing the constructed streets, the thirty-five (35) residential homes, the clubhouse and parking lot, and the detention basin.



Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Future Land Use Plan identifies the subject site as Single-Family Residential.

Impact of Request on:

Utilities: The subdivision is already adequately served by both city water and sanitary sewer.

Traffic Patterns/Counts: The 2021 Iowa Department of Transportation (IDOT) traffic counts indicate an average annual daily traffic count of 3,680 vehicles along Kennedy Road and 1,550 vehicles along Derby Grange Road. Since the subdivision is almost fully developed and the proposed PUD amendment does not allow for an increase in residential homes or activities in the subdivision beyond the original PUD approval, it is not anticipated that the PUD amendment will substantially impact the vehicle trips along Kennedy Road or Derby Grange Road, or into the subdivision specifically.

Public Services: Public services are adequate to serve the site.

Environment: The majority of the development in the subdivision, including the three (3) streets, the club house, detention basin, and surface parking lot are fully developed. Additionally, the majority of the thirty-five (35) residential home are complete or nearly complete. The subdivision has been designed to meet all city standards and therefore impacts to the environment are not anticipated as a result of the PUD amendment.

Adjacent Properties: The subject property is located within a portion of the Rustic Point Estates subdivision which is improved with single-family and two-family residential dwellings. Property to the north is improved with single-family residences and property to the east is unimproved. Surrounding development consists of Derby Grange Golf & Recreation, Tri-State Community Church, Grand View Methodist Church, and agricultural land.

CIP Investments: None proposed.

Staff Analysis: The applicant is requesting to amend the existing Planned Unit Development by updating the revised conceptual development plan and establishing bulk regulations for site development. The subdivision was originally rezoned to PUD with PR-Planned Residential designation to allow for the development of thirty-five (35) single-family homes along with three (3) new streets/cul-de-sacs, a stormwater detention basin, a club house, and a surface parking lot.

The property was subdivided in 2023 to allow for the development of the subdivision. Since the recording of the subdivision plat the streets, club house, parking lot, and stormwater detention basin have been constructed, and the majority of the residential homes have been completed with only a few still under construction. At this point in time, the Estates of Dubuque parent company, Vintage Cooperatives by Ewing Properties is in the process of transferring ownership of the subdivision to the Homeowners Association of The Estates of Dubuque (HOA). As part of that process, the HOA is seeking to dissolve the cooperative ownership structure and intends to further subdivide the existing lots so that each homeowner will also own the lot on which their home sits. As a result of this change, the PUD ordinance requires updates to the conceptual site plan to reflect the new lot layouts. Additionally, the PUD would be updated to establish bulk regulations for development in the subdivision.

The subdivision has been developed in substantial conformance with the original Conceptual Development Plan (attached) and the applicant has now submitted an additional plan, a Subdivision Plat Exhibit, to supplement the original conceptual plan. Both the original Conceptual Development Plan and Subdivision Plat Exhibit allow for thirty-five (35) single-family homes, three (3) new streets/cul-de-sacs, a stormwater detention basin, a club house, and a surface parking lot. The Subdivision Plat Exhibit creates individual lots for each single-family home, a lot for the parking lot, a lot for the detention basin and club house, and maintains the previously platted three (3) street/cul-de-sac lots.

As a result of the proposed subdivision, the new PUD ordinance would establish bulk regulations for the development of the new single-family lots and the club house. Below is a chart showing the proposed bulk regulations. Also provided is a comparison chart showing the bulk regulations for R-1 Single-Family Residential zoning district. As proposed, the bulk regulations in the PUD would allow for greater lot coverage, would reduce the minimum lot frontage, and would reduce front and rear yard setbacks in comparison to the R-1 bulk regulations. Since the subdivision was originally designed to be a cooperative style of ownership, the development was more dense than most traditional single-family residential neighborhoods. As proposed, the PUD bulk regulations would allow for the existing subdivision to remain as constructed and would not require modifications to existing structures. Additionally, the proposed PUD bulk regulations would provide standards for the club house development, which would not be a permitted structure in the R-1 zoning standards.

Vintage Estates of Dubuque	Minimum Lot Area	Minimum Frontage	Maximum Lot Coverage	Setbacks				Maximum Height
				Front		Min. Side	Min. Rear	
				Min.	Max.			
Permitted uses:								
Single-family detached dwelling	5,000 sq. ft.	38 ft	50%	15 ft.	50 ft.	6 ft.	15 ft.	30 ft.
Club House	10,000 sq. ft.	50 ft.	40%	15 ft.	50 ft.	6 ft.	15 ft.	30 ft.

R-1 Bulk Regulations	Minimum Lot Area	Minimum Frontage	Maximum Lot Coverage	Setbacks				Maximum Height
				Front		Min. Side	Min. Rear	
				Min.	Max.			
Permitted uses:								
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Club House (not permitted)	-	-	-	-	-	-	-	-

If approved, the development would be bound by the proposed Conceptual Plan and Subdivision Plat Exhibit.

Staff recommends the Zoning Advisory Commission review the criteria established in Chapter 9 of the Unified Development Code regarding granting a rezoning.

Prepared by:  Reviewed:  Date: 1/30/2025

Prepared by: Wally Wernimont, City Planner Address: City Hall - 50 W. 13th Street Telephone: 589-4210
Return to: Adrienne Breifelder, City Clerk Address: City Hall- 50 W. 13th Street Telephone: 589-4121

ORDINANCE NO. _____ - 25

AN ORDINANCE AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 28-21 AND ADOPTING A PUD PLANNED UNIT DEVELOPMENT WITH A PR PLANNED RESIDENTIAL DISTRICT DESIGNATION AND CONCEPTUAL DEVELOPMENT PLAN FOR ESTATES OF DUBUQUE DEVELOPMENT.

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from PUD with a PR Planned Residential District designation to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is attached to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 1, Lot 2, Lot A, Lot B, and Lot C of Vintage Estates and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That in order to accomplish the purposes of this Planned Unit Development district, the above-described property is subject to the following conditions and restrictions:

A. Use Regulations.

The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to the following:
 - a. A maximum of thirty-five single-family homes
 - b. One communal club house

- c. One surface parking lot
2. Conditional use shall be regulated by Section 16-5-22.2 of the Unified Development Code of the City of Dubuque, Iowa.
3. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations.

Development of land in the PR Planned Residential District shall be regulated as follows:

Vintage Estates of Dubuque	Minimum Lot Area	Minimum Frontage	Maximum Lot Coverage	Setbacks				Maximum Height
				Front		Min. Side	Min. Rear	
				Min.	Max.			
Permitted uses:								
Single-family detached dwelling	5,000 sq. ft.	38 ft.	50%	15 ft.	50 ft.	6 ft.	15 ft.	30 ft.
Club House	10,000 sq. ft.	50 ft.	40%	15 ft.	50 ft.	6 ft.	15 ft.	30 ft.

1. Variance and Special Exception requests from bulk regulations shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

C. Performance Standards

The development and maintenance of uses in this PR Planned Residential district shall be regulated as follows:

1. Parking Regulations

The off-street parking requirement for the principal permitted uses for the herein described Planned Residential District shall be regulated as follows:

- a. All vehicle-related features shall be surfaced with either asphalt or concrete.
- b. Curbing and proper surface drainage of storm water shall be provided.
- c. All parking and loading spaces shall be delineated on the surface material by painted stripes or other permanent means.
- d. A minimum of two (2) off-street parking spaces shall be provided for each single-family residential home.

- e. Parking for the club house shall be provided based on the approved conceptual plan.
- f. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-3 Site Development Regulations.
- g. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
- h. Any significant expansion or reduction in the number of off-street parking spaces must be reviewed by Planning Services staff for compliance with the adopted PR Planned Residential District.

2. Clubhouse and Parking Lot Lighting

- a. Exterior illumination of site features shall be limited to the illumination of the following:
 - i. Parking areas, driveways, and loading facilities.
 - ii. Pedestrian walkway surfaces and entrances to building.
 - iii. Building exterior.
- b. Location and Design
 - i. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
 - ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
 - iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
 - iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

3. Landscaping

Landscaping shall be provided in compliance with Section 16-13-4 Landscaping and Screening Requirements of the Unified Development Code.

4. Storm Water Management

- a. The owner shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.

5. Open Space

Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Chapter 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.

6. Platting

Subdivision plats and improvement plans shall be submitted in accordance with Chapter 11 Land Subdivision, of the City of Dubuque Unified Development Code.

7. Sign Regulations

- a. Signs in the Planned Residential District shall be regulated in accordance with the R-1 Single-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.
- b. Clubhouse signage limited to one 32 square feet freestanding or wall mounted sign.
- c. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

8. Exterior Trash Collection Areas for Club House and Parking Lot

- a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.

- b. All exterior trash collection areas and the material contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall, or other feature not exceeding a height of 10 feet measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.
9. Unless otherwise indicated, the development of the property in this Planned Residential District shall be regulated by Section 16-5-2 of the Unified Development Code, R-1 Single-Family Residential District.
10. Conceptual Development Plan
The following attachments shall regulate the subdivision development:
 1. Exhibit A – Subdivision Plat Exhibit
 2. Exhibit B – Conceptual Design Plan
- F. Ordinance History
 1. Ordinance 13-17: rezoned the subject property from County AG Agricultural to City R-1 Single-Family Residential district in conjunction with annexation.
 2. Ord. 28-21: Establishment of a Planned Unit Development for Vintage Estates development.
- G. Transfer of Ownership
Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.
- H. Modifications
Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Section 16-9-5 of the Unified Development Code.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this _____ day of _____ 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EXHIBIT A - Subdivison Plat Exhibit

INDEX LEGEND

Location: Lot 1, Lot 2, Lot A, Lot B, and Lot C of Vintage Estates
SW1/4 of Section 9, T89N, R2E of the 5th P.M.,
Dubuque County, Iowa
Requestor: Mike Dalsing - Estates of Dubuque, A Vintage Cooperative Community
Proprietors: Estates of Dubuque, A Vintage Cooperative Community -
4520 Ewing Dr., Dubuque, IA 52002
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: Buesing & Associates, 1212 Locust St., Dubuque, IA 52001

FINAL PLAT:
VINTAGE ESTATES NO. 2

IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA
COMPRISED OF LOT 1, LOT 2, LOT A, LOT B, & LOT C OF VINTAGE
ESTATES, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

PREPARED BY: TERRY L. KOELKER ADDRESS: 1212 LOCUST STREET,
DUBUQUE, IOWA PHONE: (563) 556-4389

NOTE

THIS SURVEY IS COMPRISED OF: LOT 1, LOT 2, LOT A, LOT B, & LOT C,
IN THE CITY OF DUBUQUE, IOWA

LEGEND

- FOUND 5/8" REROD W/ ORANGE CAP #15487 (UNLESS OTHERWISE NOTED)
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- CENTERLINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- R RADIUS
- SF SQUARE FEET
- () RECORD DIMENSION
- TYP TYPICAL
- XTG EXISTING
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- STE STORM SEWER EASEMENT
- WE WATER EASEMENT
- STDE STORM DRAINAGE EASEMENT
- SSTDE SSE & STORM DRAINAGE EASEMENT
- ROW RIGHT OF WAY

LINE DATA

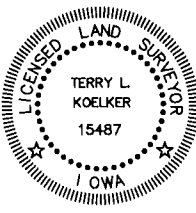
LINE	BEARING	DIST.
A	N43°39'21"E	14.14'
B	S46°20'39"E	14.14'
C	S5°34'29"W	20.62'
D	S38°33'28"W	23.16'
E	N88°39'21"E	31.11'
F	N43°39'21"E	14.14'
G	S13°38'50"W	13.75'
H	S88°39'21"W	33.37'
J	S88°39'21"W	34.76'
K	N43°39'21"E	14.14'
L	S46°20'39"E	14.14'
M	S88°39'21"W	17.32'

CURVE DATA

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH	DELTA	TANGENT
C1	S55°18'03"E	107.32'	57.50'	138.38'	137°53'45"	149.39'
C1A	S20°49'37"E	65.09'	57.50'	69.19'	68°56'52"	39.48'
C1B	S89°46'30"E	65.09'	57.50'	69.19'	68°56'52"	39.48'
C2	S83°31'53"E	52.19'	40.00'	56.85'	81°26'15"	34.43'
C3	S22°04'45"E	194.73'	275.00'	199.04'	41°28'12"	104.11'
C3A	S30°01'20"E	121.78'	275.00'	122.79'	25°35'02"	62.44'
C3B	S9°17'14"E	76.00'	275.00'	76.25'	15°53'10"	38.37'
C4	S83°50'54"E	84.79'	325.00'	85.03'	14°59'28"	42.76'
C5	S83°50'54"E	71.75'	275.00'	71.95'	14°59'28"	36.18'
C6	N53°23'30"E	46.19'	40.00'	49.23'	70°31'44"	28.28'
C7	S36°36'30"E	93.90'	57.50'	251.42'	250°31'44"	81.32'
C7A	S72°23'28"W	32.21'	57.50'	32.65'	32°31'52"	16.78'
C7B	S35°07'58"W	41.20'	57.50'	42.13'	41°59'03"	22.06'
C7C	S4°50'00"E	37.39'	57.50'	38.08'	37°56'53"	19.77'
C7D	S44°48'40"E	41.22'	57.50'	42.16'	42°00'29"	22.08'
C7E	N83°36'39"E	58.49'	57.50'	61.37'	61°08'53"	33.97'
C7F	N35°34'55"E	34.49'	57.50'	35.03'	34°54'35"	18.08'
C8	N53°23'30"E	46.19'	40.00'	49.24'	70°31'44"	28.28'
C8A	N79°47'09"E	12.34'	40.00'	12.38'	17°44'24"	6.24'
C8B	N44°31'18"E	35.56'	40.00'	36.85'	52°47'20"	19.85'
C9	S36°36'30"E	251.42'	57.50'	251.42'	250°31'44"	81.32'
C9A	N41°21'53"E	45.37'	57.50'	46.64'	46°28'31"	24.69'
C9B	N89°30'49"E	48.44'	57.50'	50.00'	49°49'22"	26.70'
C9C	S40°39'48"E	48.44'	57.50'	50.00'	49°49'22"	26.70'
C9D	S9°09'35"W	48.44'	57.50'	50.00'	49°49'22"	26.70'
C9E	S54°19'09"W	39.80'	57.50'	40.64'	40°29'46"	21.21'
C9F	S81°36'41"W	14.10'	57.50'	14.14'	14°05'20"	7.11'

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 13.997 ACRES.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.
5. ALL EASEMENTS SHOWN ARE EXISTING PER DOCUMENT NO. 2023-00001498. EASEMENTS ARE TO SERVE AS ACCESS OVER AND ACROSS SAID EASEMENT.



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

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

12/13/24 (DATE)

SHEETS COVERED BY THIS SEAL: SHEETS 1 & 2

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

DRAWN BY: JLL CHECKED BY: TLK
SURVEY DATE: 10/21/2024 PLOT DATE: 12/23/2024
DWG. NO. 24231-01 SCALE: 1" = 120'

SHEET 1 OF 4

EXHIBIT B - Conceptual Site Plan

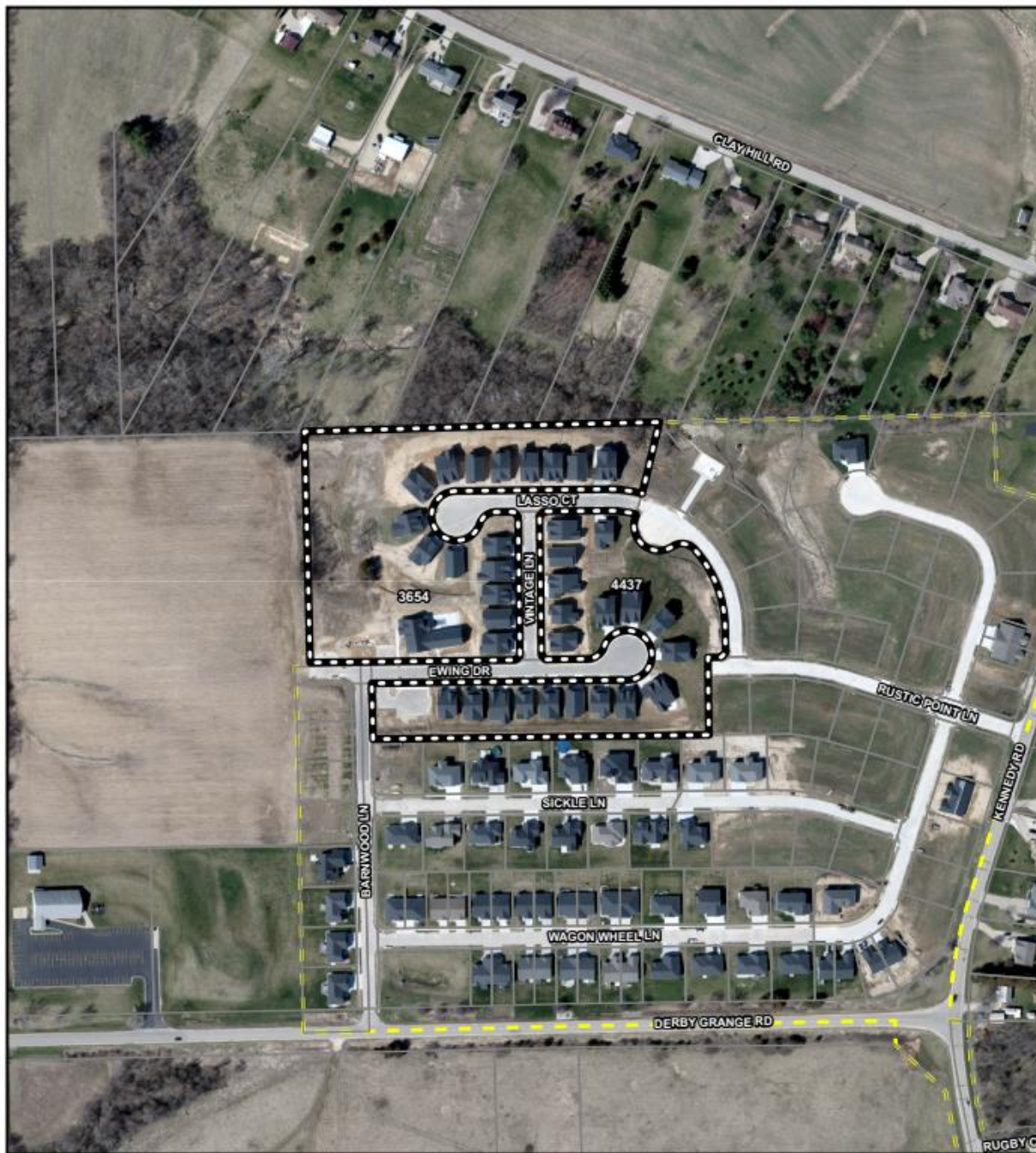


Estates of Dubuque

(PIN 1009302002 and 1009330010)

Amend Planned Unit Development

Staff Presentation to City Council
February 17, 2025



Vicinity Map



Applicant: Mike Dalsing, Estates of Dubuque

Location: Lasso Court and Ewing Drive (PIN 1009302002 and 1009330010)

Type: PUD Amendment

Description: To amend the Planned Unit Development by updating the conceptual development plan and establishing bulk regulations.



0 125 250 500
Feet



1:4,000

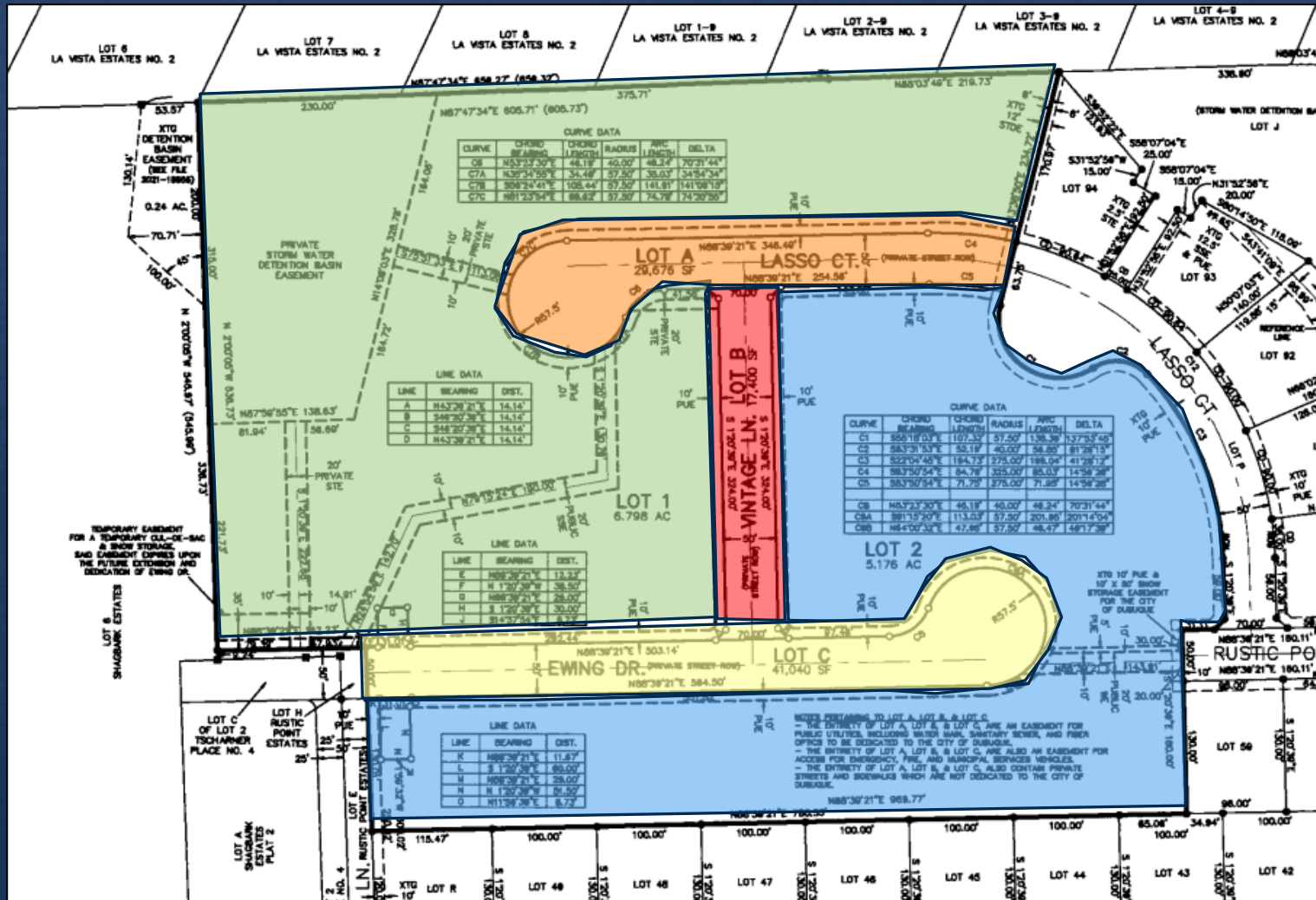


Estates of Dubuque



Concept Plan

Existing Lot Configuration



Lot 1 (Green) – Club house with parking lot, stormwater detention basin, and 16 residences

Lot A (Orange) – Lasso Court right-of-way

Lot B (Red) – Vintage Lane right-of-way

Lot 2 (Blue) – 19 residences and one surface parking lot

Lot C (Yellow) – Ewing Drive right-of-way

Estates of Dubuque Proposed Lot Layout

Lot A (Orange)
Lasso Court

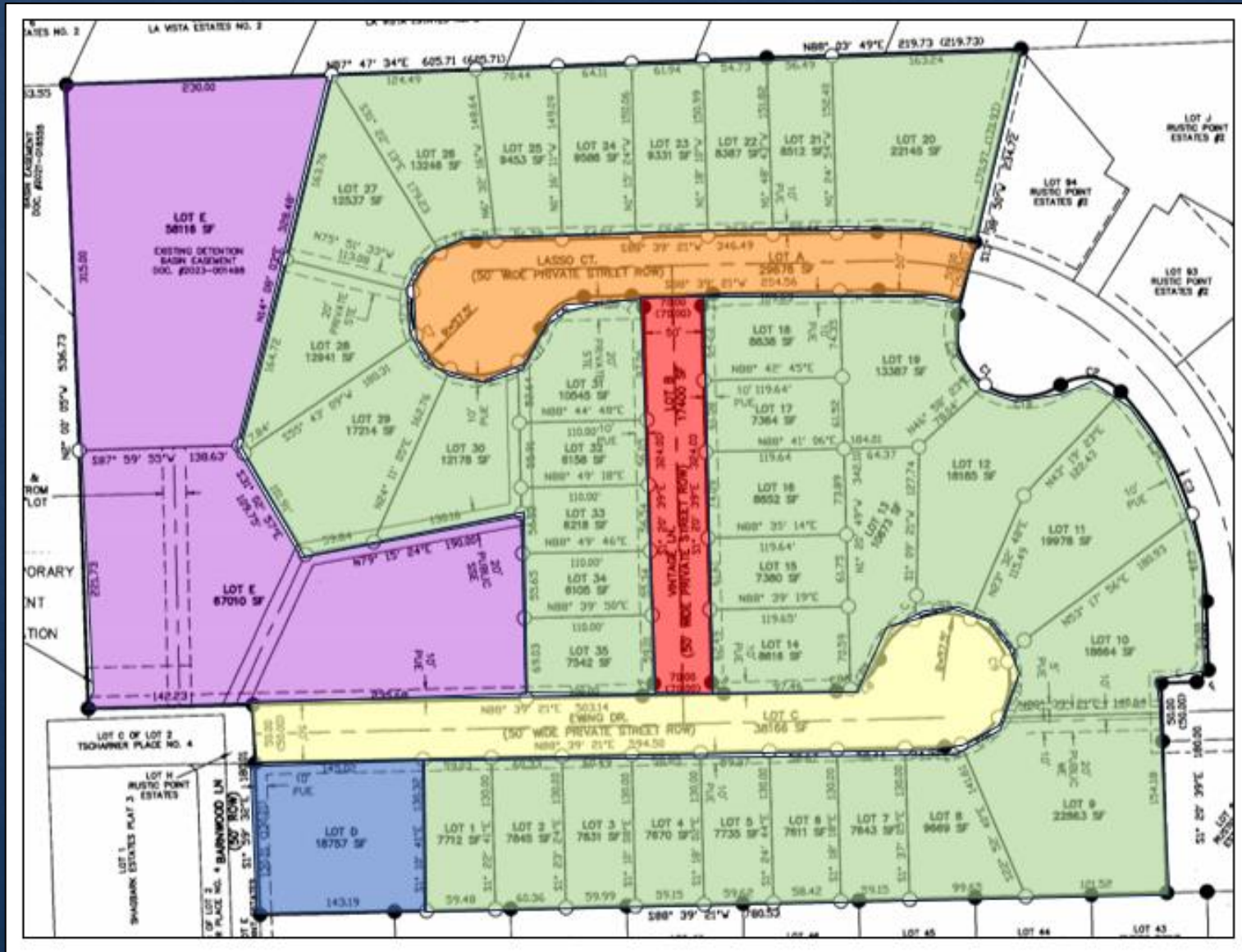
Lot B (Red)
Vintage Lane

Lot C (Yellow)
Ewing Drive

Lots 1 through 35
(Green) thirty-five
(35) residences

Lot D (Blue)
contains surface
parking lot for the
club house and
subdivision use

Lot E (Purple)
contains the club
house building
with attached
surface parking
lot, and the
stormwater
detention basin



Bulk Regulations

Estates of Dubuque Planned Unit Development

Vintage Estates of Dubuque	Minimum Lot Area	Minimum Frontage	Maximum Lot Coverage	Setbacks				Maximum Height
				Front		Min. Side	Min. Rear	
				Min.	Max.			
Permitted uses:								
Single-family detached dwelling	5,000 sq. ft.	38 ft	50%	15 ft.	50 ft.	6 ft.	15 ft.	30 ft.
Club House	10,000 sq. ft.	50 ft.	40%	15 ft.	50 ft.	6 ft.	15 ft.	30 ft.

R-1 Single-Family Residential

R-1 Bulk Regulations	Minimum Lot Area	Minimum Frontage	Maximum Lot Coverage	Setbacks				Maximum Height
				Front		Min. Side	Min. Rear	
				Min.	Max.			
Permitted uses:								
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Club House (not permitted)	-	-	-	-	-	-	-	-

Public Input

Staff has received phones calls inquiring about the PUD Amendment.

During ZAC Public Hearing the property owner at 16693 Clay Hill Road inquired about ownership of the catch basins and excess property. Both will be owned by the HOA.



Recommendation

By a vote of 4-0, the Zoning Advisory Commission recommends that the City Council approve the request.

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

QUESTIONS?

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Final Plat of Vintage Estates No. 2
SUMMARY:	Zoning Advisory Commission recommending that the City Council approve the Final Plat of Vintage Estates No. 2. RESOLUTION Approving The Final Plat Of Vintage Estates No. 2, In The City Of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Zoning Advisory Commission Letter
2. Application
3. Staff Report
4. Final Plat Vintage Estates No. 2__01.06.2025
5. Resolution
6. Vicinity Map
7. Public Input - Attorney ltr to ZAC

February 10, 2025

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

Applicant: Mike Dalsing, Estates of Dubuque
Location: Lasso Court and Ewing Drive (PIN 1009302002 and 1009330010)
Description: To approve the Final Plat of Vintage Estates No. 2

Dear Mayor and City Council Members:

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

Discussion

Justin Lau, Buesing Associates, 1201 Locust Street, spoke on behalf of the applicant. He noted that there are currently two residential lots, and they were looking to create individual house lots since it was previously communal.

The Commission asked what would happen to the parking lot and clubhouse parcels and Mr. Lau noted they would be owned by the homeowner's associate (HOA).

Staff detailed the staff report, noting that the Estates of Dubuque parent company, Vintage Cooperatives by Ewing Properties, is in the process of transferring ownership of the subdivision to the Homeowners Association of The Estates of Dubuque (HOA). The HOA is now seeking to subdivide the property create individual lots for each of the 35 single-family residences in the subdivision. Staff noted that no changes would occur to the existing street lots and that the streets and stormwater detention basin would remain private and be managed by the HOA.

Staff noted a letter submitted to the Commission requesting to table the case. Planning Staff discussed the letter and noted that the letter describes a private legal matter. Staff noted that the City Attorney's office was consulted and they confirmed and the Commission and City Council are not party to the terms outlined in the letter, and that it should have no bearing on their review.

The Commission questioned why the subdivision change is needed. Mike Dalsing, 3651 Vintage Lane, representative of the HOA, noted that this new plat will allow them to sell lots of in order to pay off the bank and others. He further noted that the unfinished buildings would be owned by the HOA.

There were no public comments.

The Commission discussed whether tabling the request was necessary and ultimately decided to continue with the platting process and make a recommendation to City Council.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Vintage Estates No. 2.

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

Respectfully submitted,



Rich Russell, Vice Chairperson
Zoning Advisory Commission

Attachments

cc: Mike Dalsing, 3651 Vintage Lane, Dubuque IA 52001
Justin Lau, Buesing & Associates, 1212 Locust St., Dubuque, IA 52001

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

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

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: 3654 Lasso Ct Dubuque Iowa 52002
Legal Description/Parcel ID#/Subdivision: Lot 1 Vintage Estates/1009302002
Existing Zoning: PR Proposed Zoning: PUD Site Area (square feet/acres): 13.997 acres
Historic District: _____ Landmark: ☐ Yes ☒ No

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

To create individual lots for existing homes.

C. Applicant/Agent Information

Name: Mike Dalsing - Estates of Dubuque Phone: 563-580-2967
Address: 4520 Ewing Drive City: Dubuque
State: IA Zip: 52002 Email: mw.jl.dal@gmail.com

D. Property Owner(s) Information

Name(s): Estates of Dubuque, A Vintage Cooperative Community Phone: 563-580-2967
Address: 4520 Ewing Drive City: Dubuque
State: IA Zip: 52002 Email: mw.jl.dal@gmail.com

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

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

Applicant/Agent: Mike Dalsing Date: 12/31/24

Property Owner(s): Estates of Dubuque Date: 12/31/24

FOR OFFICE USE ONLY

Fee \$ _____ Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

TO: Zoning Advisory Commission

FROM: Shena Moon, Associate Planner

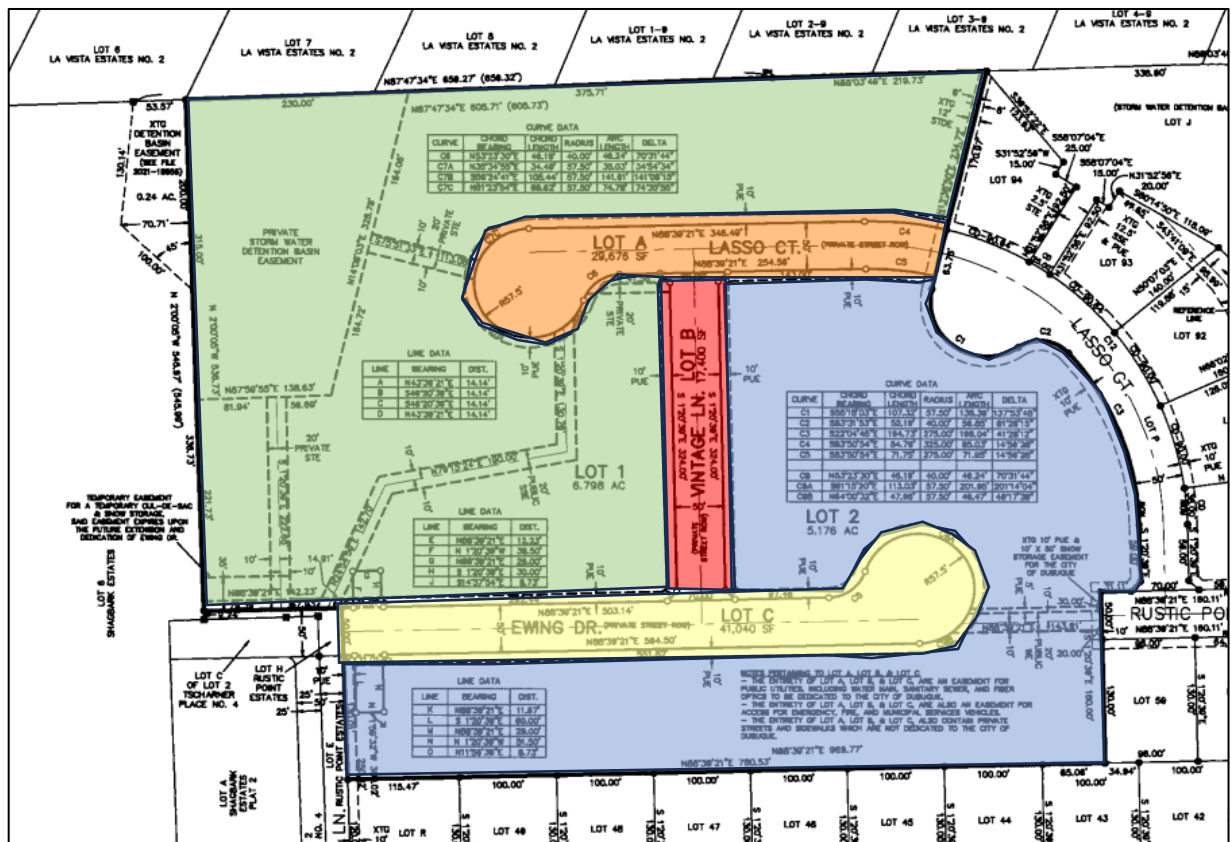
DATE: January 28, 2025

SUBJECT: Final Plat of Vintage Estates No. 2 (PIN 1009302002 and 1009330010)

INTRODUCTION

The Estates of Dubuque subdivision is located northwest of the intersection of John F. Kennedy Road and Derby Grange Road, within the Rustic Point subdivision. The subdivision was initially platted in 2023 to allow for a cooperative that consisted of two lots containing 35 single-family residences, a club house, a surface parking lot, stormwater detention, and three lots for street rights-of-way. Below is an image of the subdivision plat recorded in 2023 which included the following:

- Lot 1 (green) – Contained the club house with parking lot, stormwater detention basin, and 16 residences;
- Lot 2 (blue) – Contained 19 residences and one surface parking lot;
- Lot A (orange) – Lasso Court right-of-way;
- Lot B (red) – Vintage Lane right-of-way; and
- Lot C (yellow) – Ewing Drive right-of-way.



Since the recording of the subdivision plat in 2023, the streets and stormwater detention basin have been constructed, and the majority of the residential homes have been completed with only a few still under construction. At this point in time, the Estates of Dubuque parent company, Vintage Cooperatives by Ewing Properties is in the process of transferring ownership of the subdivision to the Homeowners Association of The Estates of Dubuque. As part of that process, they are seeking to dissolve the cooperative ownership structure and intend to further subdivide the existing lots so that each homeowner will also own the lot on which their home resides. The proposed subdivision would create individual lots for each single-family residence in the subdivision. The streets would remain as originally platted. The streets and stormwater detention basin would remain private and be managed by the homeowner's association. Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Minor Subdivision¹. All Minor Subdivisions require review by the Zoning Advisory Commission.

DISCUSSION

The Final Plat of Vintage Estates No. 2 proposes to further subdivide Lot 1 and Lot 2 in the original subdivision plat. The following is a description of the proposed subdivision:

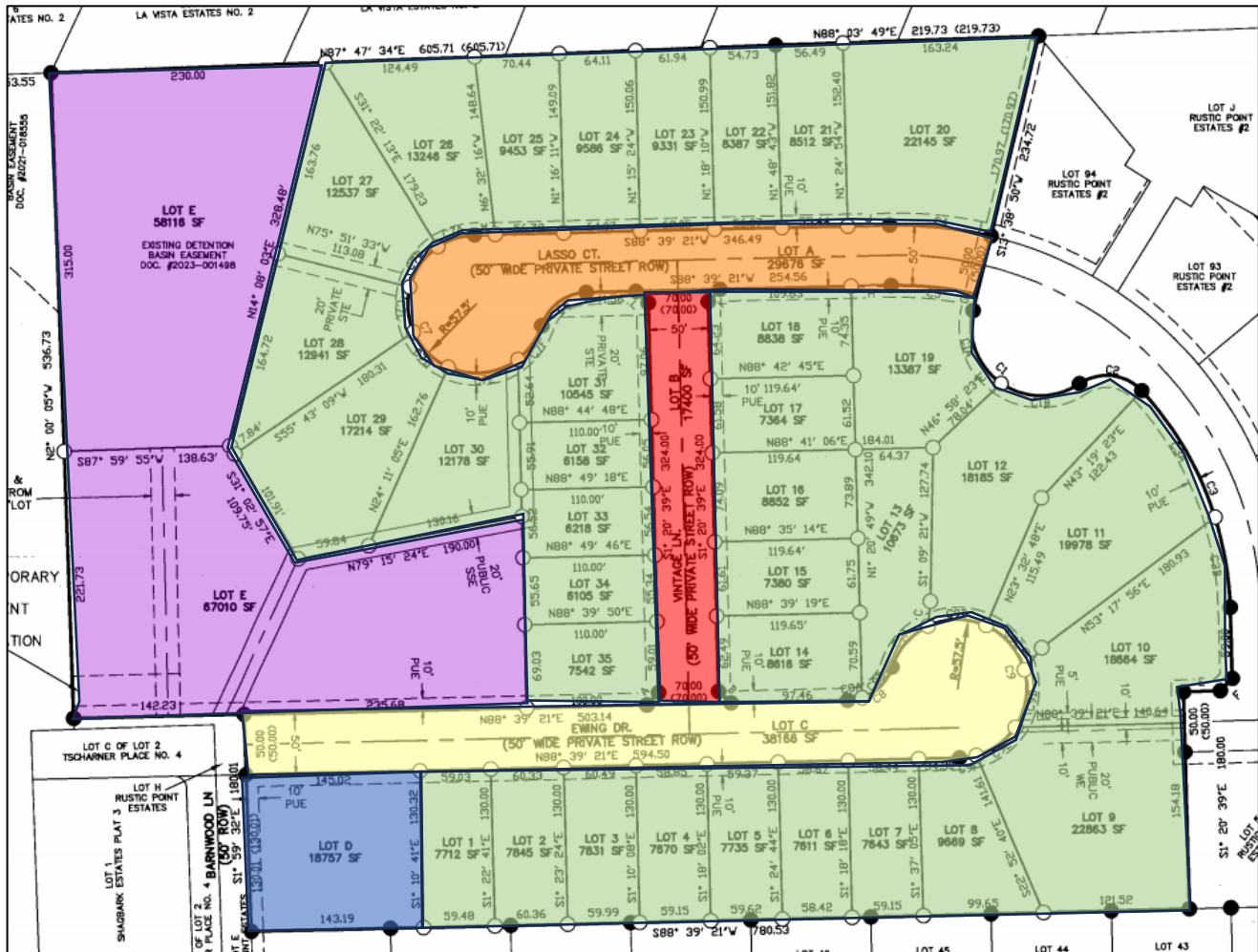
- Lots 1 through 35 (new) are proposed to create individual lots for the thirty-five (35) residences that have been constructed within the subdivision. Each residence would be placed on an independent lot. (Shown in green in the image below.)
- Lot A (existing) is for the Lasso Court right-of-way and would remain unaltered from the original plat recorded in 2023. (Shown in orange in the image below.)
- Lot B (existing) is for the Vintage Lane right-of-way and would remain unaltered from the original plat recorded in 2023. (Shown in red in the image below.)
- Lot C (existing) is for the Ewing Drive right-of-way and would remain unaltered from the original plat recorded in 2023. (Shown in yellow in the image below.)
- Lot D (new) is proposed to contain a surface parking lot for the club house and subdivision use. (Shown in blue in the image below.)
- Lot E (new) would contain the club house building with attached surface parking lot, and the stormwater detention basin. (Shown in purple in the image below.)

Below is a color-coded overview of the proposed subdivision plat:

Please see imagery on the following page.

¹ UDC Chapter 16-11-6 defines a Minor Subdivision as "Any subdivision or consolidation of property in which no new streets, public or private, are proposed and which does not require the construction of any public improvements, and which creates three (3) or more lots."

Final Plat of Vintage Estates No. 2



The UDC categorizes the proposed plat as a Minor Subdivision. Pursuant to UDC Chapter 11, the Zoning Advisory Commission and City Council are the reviewing authorities for Minor Subdivisions and for subdivisions which require a waiver of bulk regulations. The Zoning Advisory Commission shall review the plat to determine whether it is in substantial conformance with the Unified Development Code.

RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Final Plat of Vintage Estates No. 2 and recommends approval of the subdivision plat.

Attachments

INDEX LEGEND

Location: Lot 1, Lot 2, Lot A, Lot B, and Lot C of Vintage Estates
SW1/4 of Section 9, T89N, R2E of the 5th P.M.,
Dubuque County, Iowa
Requestor: Mike Dalsing - Estates of Dubuque, A Vintage Cooperative Community
Proprietors: Estates of Dubuque, A Vintage Cooperative Community -
4520 Ewing Dr., Dubuque, IA 52002
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: Buesing & Associates, 1212 Locust St., Dubuque, IA 52001

FINAL PLAT: VINTAGE ESTATES NO. 2

IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA
COMPRISED OF LOT 1, LOT 2, LOT A, LOT B, & LOT C OF VINTAGE
ESTATES, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

PREPARED BY: TERRY L. KOELKER ADDRESS: 1212 LOCUST STREET,
DUBUQUE, IOWA PHONE: (563) 556-4389

NOTE

THIS SURVEY IS COMPRISED OF: LOT 1, LOT 2, LOT A, LOT B, & LOT C,
IN THE CITY OF DUBUQUE, IOWA

LEGEND

● FOUND 5/8" REROD W/ ORANGE CAP #15487
(UNLESS OTHERWISE NOTED)
○ PLACED 5/8" IRON REROD W/ORANGE
PLASTIC CAP MARKED "KOELKER 15487"
--- SURVEYED BOUNDARY LINE
--- PROPERTY LINE
--- CENTERLINE
--- EASEMENT LINE
--- RIGHT OF WAY LINE
R RADIUS
SF SQUARE FEET
() RECORD DIMENSION
TYP TYPICAL
XTG EXISTING
PUE PUBLIC UTILITY EASEMENT
SSE SANITARY SEWER EASEMENT
STE STORM SEWER EASEMENT
WE WATER EASEMENT
STDE STORM DRAINAGE EASEMENT
SSE & STORM DRAINAGE EASEMENT
ROW RIGHT OF WAY

LINE DATA

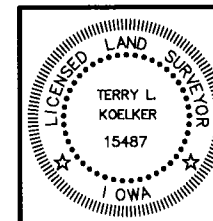
LINE	BEARING	DIST.
A	N43°39'21"E	14.14'
B	S46°20'39"E	14.14'
C	S5°34'29"W	20.62'
D	S38°33'28"W	23.16'
E	N88°39'21"E	31.11'
F	N43°39'21"E	14.14'
G	S13°38'50"W	13.75'
H	S88°39'21"W	33.37'
J	S88°39'21"W	34.76'
K	N43°39'21"E	14.14'
L	S46°20'39"E	14.14'
M	S88°39'21"W	17.32'

CURVE DATA

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH	DELTA	TANGENT
C1	S55°18'03"E	107.32'	57.50'	138.38'	137°53'45"	149.39'
C1A	S20°49'37"E	65.09'	57.50'	69.19'	68°56'52"	39.48'
C1B	S89°46'30"E	65.09'	57.50'	69.19'	68°56'52"	39.48'
C2	S83°31'53"E	52.19'	40.00'	56.85'	81°26'15"	34.43'
C3	S22°04'45"E	194.73'	275.00'	199.04'	41°28'12"	104.11'
C3A	S30°01'20"E	121.78'	275.00'	122.79'	25°35'02"	62.44'
C3B	S9°17'14"E	76.00'	275.00'	76.25'	15°53'10"	38.37'
C4	S83°50'54"E	84.79'	325.00'	85.03'	14°59'28"	42.76'
C5	S83°50'54"E	71.75'	275.00'	71.95'	14°59'28"	36.18'
C6	N53°23'30"E	46.19'	40.00'	49.23'	70°31'44"	28.28'
C7	S36°36'30"E	93.90'	57.50'	251.42'	250°31'44"	81.32'
C7A	S72°23'28"W	32.21'	57.50'	32.65'	32°31'52"	16.78'
C7B	S35°07'58"W	41.20'	57.50'	42.13'	41°59'03"	22.06'
C7C	S4°50'00"E	37.39'	57.50'	38.08'	37°56'53"	19.77'
C7D	S44°48'40"E	41.22'	57.50'	42.16'	42°00'29"	22.08'
C7E	N83°36'39"E	58.49'	57.50'	61.37'	61°08'53"	33.97'
C7F	N35°34'55"E	34.49'	57.50'	35.03'	34°54'35"	18.08'
C8	N53°23'30"E	46.19'	40.00'	49.24'	70°31'44"	28.28'
C8A	N79°47'09"E	12.34'	40.00'	12.38'	17°44'24"	6.24'
C8B	N44°31'18"E	35.56'	40.00'	36.85'	52°47'20"	19.85'
C9	S36°36'30"E	251.42'	57.50'	251.42'	250°31'44"	81.32'
C9A	N41°21'53"E	45.37'	57.50'	46.64'	46°28'31"	24.69'
C9B	N89°30'49"E	48.44'	57.50'	50.00'	49°49'22"	26.70'
C9C	S40°39'48"E	48.44'	57.50'	50.00'	49°49'22"	26.70'
C9D	S9°09'35"W	48.44'	57.50'	50.00'	49°49'22"	26.70'
C9E	S54°19'09"W	39.80'	57.50'	40.64'	40°29'46"	21.21'
C9F	S81°36'41"W	14.10'	57.50'	14.14'	14°05'20"	7.11'

NOTES

- ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
- TOTAL AREA OF PERIMETER SURVEYED IS 13.997 ACRES.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
- BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.
- ALL EASEMENTS SHOWN ARE EXISTING PER DOCUMENT NO. 2023-00001498. EASEMENTS ARE TO SERVE AS ACCESS OVER AND ACROSS SAID EASEMENT.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS
PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME
OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
SHEETS COVERED BY THIS SEAL: SHEETS 1 & 2

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

DRAWN BY: JLL CHECKED BY: TLK
SURVEY DATE: 10/21/2024 PLOT DATE: 12/23/2024
DWG. NO. 24231-01 SCALE: 1" = 120'

SHEET 1 OF 4

Surveyor's Certificate

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

Lot 1, Lot 2, Lot A, Lot B, Lot C of Vintage Estates, in the City of Dubuque, Dubuque County, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **VINTAGE ESTATES #2** in the City of Dubuque, Dubuque County, Iowa. The Total area of **VINTAGE ESTATES** is 13.997 acres. All Lot areas are more or less, and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate.

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.

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

12 / 13 / 24
Date
License Renewal Date: 12/31/25

Owner's Consent

Dubuque, Iowa _____, 202__

The foregoing Final Plat of: **VINTAGE ESTATES #2** in the City of Dubuque, Dubuque County, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. All public easements were dedicated , as described, stated and shown on sheet 1 of 5 of plat recorded as Document #2023-0001498 in the Dubuque County Recorder's Office, to the public. We hereby reserve all private easements, as described, stated and shown on sheet 1 of this plat.

**The Estates of Dubuque, a Vintage
Cooperative Community**

Michael Dalsing - President

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____, AD 202__, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Michael Dalsing, to me personally known, who, being duly sworn did say that he is the President of The Estates Of Dubuque, a Vintage Cooperative Community, an Iowa cooperative community and that the seal affixed to the above instrument was signed and sealed on behalf of said limited cooperative community by authority of its Board of Directors, and that said Michael Dalsing, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

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

Notary Public in and for the State of Iowa

Attorney's Certificate

Dubuque, Iowa _____, 202__

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering Lot 1, Lot 2, Lot A, Lot B, and Lot C of Vintage Estates, in the City of Dubuque, Dubuque County, Iowa, according to plats thereof covering the period from government entry to _____ certified on that date by _____ and find that said abstract shows good and merchantable title to said real estate in _____ free and clear of all liens and encumbrances and shows taxes paid including taxes for the year _____.

Attorney-at-Law

County Treasurer's Certificate

Dubuque, Iowa _____, 202__

I, the undersigned, Michael Classen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against Lot 1, Lot 2, Lot A, Lot B, and Lot C of Vintage Estates, in the City of Dubuque, Dubuque County, Iowa, have been paid and said real estate is free from taxes as of this date.

Treasurer of Dubuque County, Iowa

City of Dubuque Zoning Advisory Commission

Dubuque, Iowa _____, 202__

The foregoing Final Plat of: **VINTAGE ESTATES #2** in the City of Dubuque, Iowa, was reviewed and approved by the City of Dubuque Zoning Advisory Commission, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

City of Dubuque Zoning Advisory Commission

By: _____
Chairperson

City of Dubuque, Iowa

Dubuque, Iowa _____, 202__

The undersigned, Brad Cavanagh, Mayor, and Adrienne Breitsfelder, Clerk, of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **VINTAGE ESTATES #2** in the City of Dubuque, Dubuque County, Iowa, and the dedication of all public easements, as described, stated and shown on sheet 1 of 4 of this plat, to the public, as appears heretofore has been filed on _____ day of _____, 202__ as resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa, approves said plat.

Mayor of the City of Dubuque, IA

Clerk of the City of Dubuque, IA

City Assessor's Certificate

Dubuque, Iowa _____, 202__

The foregoing Final Plat of: **VINTAGE ESTATES #2** in the City of Dubuque, Dubuque County, Iowa, was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

City Assessor, City of Dubuque, IA

County Auditor

Dubuque, Iowa _____, 202__

The foregoing Final Plat of: **VINTAGE ESTATES #2** in the City of Dubuque, Dubuque County, Iowa, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 202__.

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

County Auditor of Dubuque, Iowa

Recorder's Certificate

Dubuque, Iowa _____, 202__

The foregoing Final Plat of: **VINTAGE ESTATES #2** in the City of Dubuque, Dubuque County, Iowa, has been reviewed by the Dubuque County Recorder.

Karol Kennedy
Dubuque County Recorder

Bank Consent

Fidelity Bank & Trust, hereby states that it is the First Party of a Deed of Trust and Security Agreement, File 2021-00019530 in the records of Dubuque County, Iowa as dated the 29 of November 2021, filed 12/01/2021 on real estate described as follows:

VINTAGE ESTATES #2 in the City of Dubuque, Dubuque County, Iowa, according to the recorded Plat thereof.

Fidelity Bank & Trust, hereby consents to the Plat of Survey of: Lot 1, Lot 2, Lot A, Lot B, and Lot C of Vintage Estates, in the City of Dubuque, Dubuque County, Iowa,

Dated this _____ day of _____, 202__

Fidelity Bank & Trust,

BY: _____
Signature

Title

Printed Name

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____, AD 20_____, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did state that he/she is the _____ for Fidelity Bank & Trust, of the corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and that _____ acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

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

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

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

RESOLUTION NO. - 25

**A RESOLUTION APPROVING THE FINAL PLAT OF VINTAGE ESTATES
NO. 2, IN THE CITY OF DUBUQUE, IOWA.**

Whereas, there has been filed with the City Clerk a Final Plat of Vintage Estates No. 2 in the City of Dubuque, Iowa; and

Whereas, upon said Final Plat appear private streets to be known as Lasso Court (Lot A), Vintage Lane (Lot B), and Ewing Drive (Lot C), which the owner by said Final Plat as agreed to own, construct, and maintain forever; and

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

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

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

Section 1. That the private streets of Lasso Court (Lot A), Vintage Lane (Lot B), and Ewing Drive (Lot C) as they appear on said Final Plat, be and the same are hereby approved; and

Section 2. That the Final Plat of Vintage Estates No. 2, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved and adopted this

day of

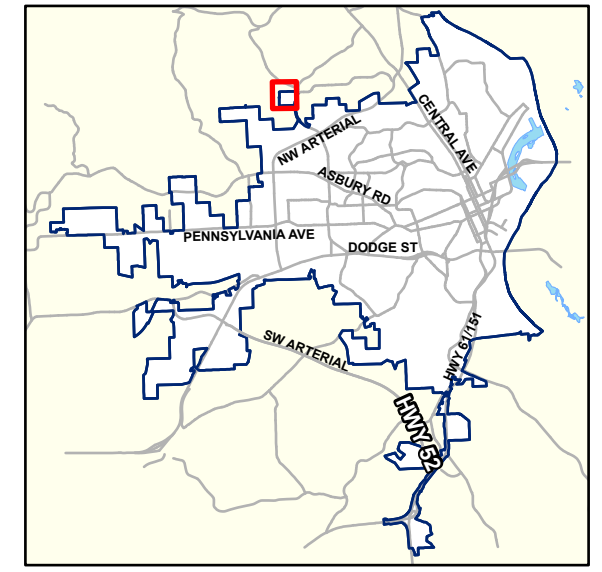
2025.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Vicinity Map

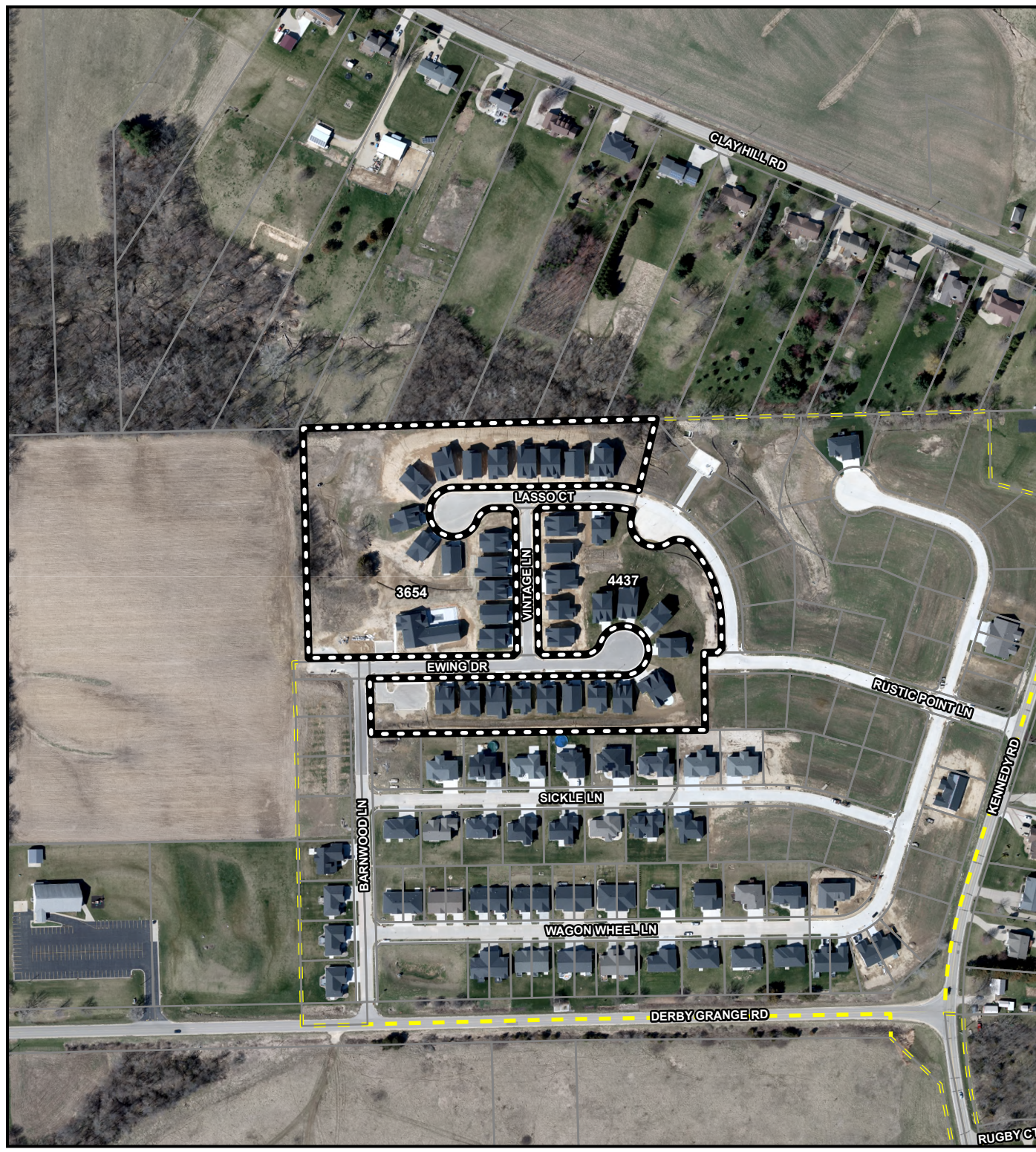
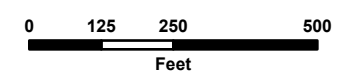
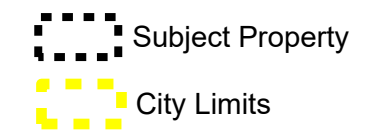


Applicant: Mike Dalsing, Estates of Dubuque

Location: Lasso Court and Ewing Drive (PIN 1009302002 and 1009330010)

Type: Minor Subdivision

Description: Final Plat of Vintage Estates No. 2





SIMMONS PERRINE MOYER BERGMAN PLC

ATTORNEYS

Darrel A. Morf
J. Scott Bogguss
Roger W. Stone
Kevin J. Visser
Randal J. Scholer
William S. Vernon
Eric W. Lam
Matthew J. Brandes
Michael McDonough⁵
Chad M. VonKampen
Gregory G. Williams
Nicolas AbouAssaly

Lynn W. Hartman
Kathleen A. Kleiman¹
Thomas D. Wolle
Paul P. Morf
Philip A. Burian¹
Christine L. Conover
Thomas N. DeBoom
Matthew J. Adam
Amanda M. D'Amico
Jacob R. Koller
Brian J. Fagan
Kyle W. Wilcox

Jeffrey A. Stone¹¹
Matthew J. Hektoen
Paul D. Gamez
Carrie L. Thompson
Travis J. Schroeder
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Alexandria M. Ransom
Todd W. Anderson
Jon M. McCright
Christopher J. Voci^{4,7}
Michael J. Neuerburg⁸
Drew A. Powell
Stephen B. Larson
Matthew L. Roth
Joseph J. Porter

Jacob K. Vetter
Ryan C. Shellady⁹
Samuel J. Gray¹²
David L. Wenzel
Madeline E. Hartley
Hayley M. Masching
Sydney K. Erickson
Annie M. Hardin¹
Alexandra N. Doner

COUNSEL

Stephen J. Holtman
Robert S. Hatala
James M. Peters
Philip D. Brooks

REGISTERED PATENT

ATTORNEYS
Gregory G. Williams
Christopher J. Voci^{4,7}
Carrie L. Thompson
Michael J. Neuerburg⁸

RETIRED

Stephen C. Nelson
Richard G. Hileman, Jr.
Iris E. Muchmore
James A. Gerke
Mark H. Ogden
David W. Kubicek
Robert E. Konchar
Larry G. Gutz

February 5, 2025

Zoning Advisory Commission

City of Dubuque, Iowa
50 W. 13th Street
Dubuque, IA 52001

Re: Item E.1 & F.1 – February 5, 2025, Planning and Zoning Commission Agenda

Dear Hon. Chairperson and Members of the Zoning Advisory Commission for the City of Dubuque, Iowa:

Our firm represents Conlon Construction Co., which, along with several other contractors, performed work on the subject property for which they have not been paid in full. As a result, Conlon Construction Co., along with other contractors, holds mechanics' liens on the subject property related to Item E.1 & F.1 on your February 5, 2025, agenda.

Under Iowa law (Iowa Code Section 354.11) and the Ordinances of the City of Dubuque, Iowa (Chapter 2-62(s)), a subdivider must secure the written consent of all lienholders before the subdivider may file the final plat with the Dubuque County, Iowa Recorder. While Conlon Construction generally supports the future success of the Estates of Dubuque, our client cannot consent to the subdivision until all outstanding payments for work performed and materials provided have been satisfied in full. Our client remains hopeful that a resolution can be reached with the Estate of Dubuque but that is doubtful given that litigation is still ongoing as this matter is pending in the Iowa District Court for Dubuque County, Iowa.

Given these circumstances, our client respectfully requests that the Commission table this item until such time that payment has been made in full to all lienholders. Doing so will ensure compliance with Iowa law and protect the rights of all parties involved.

We appreciate your consideration and look forward to resolving this matter in a timely manner. Please feel free to contact us with any questions or to discuss this issue further.

www.SPMBLAW.com

□ 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa 52401 • Telephone (319) 366-7641 • Fax (319) 366-1917

■ City Center Square, 1150 Fifth Street, Suite 170, Coralville, Iowa 52241 • Telephone (319) 354-1019 • Fax (319) 354-1760

Also licensed to practice in: 1 Illinois 2 Wisconsin 3 Minnesota 4 Michigan 5 Nebraska 6 California 7 Pennsylvania 8 Texas 9 Colorado 10 New Jersey 11 Arizona 12 Delaware

Simmons Perrine Moyer Bergman PLC

February 5, 2025

Page 2

Sincerely,

SIMMONS PERRINE MOYER BERGMAN PLC

A handwritten signature in black ink, appearing to read 'Matthew J. Hektoen', written over a horizontal dashed line.

Matthew J. Hektoen

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Proceedings to Complete Action on Issuance of \$6,420,000 Tax-Exempt General Obligation Bonds, Series 2025A, \$8,370,000 Taxable General Obligation Bonds, Series 2025B, and \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C
SUMMARY:	City Manager recommending City Council approval of the suggested proceedings to complete the action required on the recent Series 2025A, 2025B, and Series 2025C General Obligation Bonds. RESOLUTION Authorizing and approving a Loan Agreement, providing for the issuance of \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A, and providing for the levy of taxes to pay the same RESOLUTION Authorizing and approving a Loan Agreement, providing for the issuance of \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and providing for the levy of taxes to pay the same RESOLUTION Authorizing and approving a Loan Agreement, providing for the issuance of \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and providing for the levy of taxes to pay the same
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2025ABC Complete action - MVM memo
2. Series 2025ABC General Obligation Bonds - Complete Action - Staff memo
3. 2025A Iss GO CP LA (Dubuque 430411-13)-v3
4. 2025B Taxable Iss GO CP LA (Dubuque 430411-13)-v5
5. CDC - over \$10 Million (2025ABC) (Dubuque #13 2025)-v2
6. Iss GO UR LA (Taxable Series 2025C) (Dubuque #15 2025)-v2
7. Loan Agreement (Series 2025C) (Dubuque #15 2025)-v1
8. Loan Agreement 2025A (Dubuque 424550-13) 2025-v2
9. Loan Agreement Taxable 2025B (Dubuque 430411-13) 2025-v2
10. UMB Updated Reg PA (Series 2025A) (Dubuque #13 2025)-v2
11. UMB Updated Reg PA (Series 2025B) (Dubuque #13 2025)-v1

12. UMB Updated Reg PA (Series 2025C) (Dubuque #15 2025)-v1

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Complete Action on Issuance of \$6,420,000 Tax-Exempt General Obligation Bonds, Series 2025A, \$8,370,000 Taxable General Obligation Bonds, Series 2025B, and \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C

DATE: February 12, 2025

Chief Financial Officer Jennifer Larson recommends City Council approval of the suggested proceedings to complete the action required on the recent Series 2025A, 2025B, and Series 2025C General Obligation Bonds.

Tax-Exempt Series 2025A bonds will provide \$4,846,749 for Fire equipment and improvements, \$708,332 for Airport improvements, \$1,143,517 for Solid Waste Collection Vehicles, and \$129,249 for issuance fees. The Series 2025A bonds sold at a net premium of \$407,848. Net premium results when a bond costs more than the face amount on the bond. The Series 2025A bonds average interest rate of 4.33% is higher than the current market interest rates, which results in the bonds selling at a premium.

The Taxable Series 2025B bonds will provide \$2,100,511 for Fire Ladder/Pumper replacements, \$1,152,834 for Ice Arena Dehumidification, \$1,077,392 for ABC Building Deconstruction and Federal building Renovation, \$3,934,887 for Parking improvements, and \$104,376 for issuance fees.

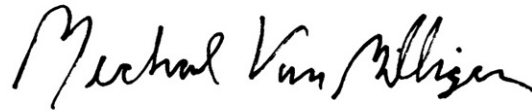
The Taxable Series 2025C bonds will provide \$8,817,651 for Iowa Amphitheater on Schmitt Island, and \$127,349 for issuance fees.

The first resolution appoints UMB Bank, National Association of West Des Moines, Iowa to serve as paying agent, bond registrar, and transfer agent, approves the paying agent and bond registrar and transfer agent agreement and authorizes the execution of the agreement.

The second resolution authorizes the issuance of Series 2025A, 2025B, and 2025C. The resolution also incorporates by reference the form of the Continuing Disclosure Certificate.

This is the final City Council action required on the bond issuance.

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 fluid and cursive, with the first name "Michael" and last name "Van Milligen" clearly legible.

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 Complete Action on Issuance of \$6,420,000 Tax-Exempt General Obligation Bonds, Series 2025A, \$8,370,000 Taxable General Obligation Bonds, Series 2025B, and \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C

DATE: February 12, 2025

INTRODUCTION

The purpose of this memorandum is to recommend proceedings to complete the action required on the Series 2025A, 2025B, and 2025C bond issuance.

DISCUSSION

The Tax-Exempt Series 2025A bonds will provide \$4,846,749 for Fire equipment and improvements, \$708,332 for Airport improvements, \$1,143,517 for Solid Waste Collection Vehicles, and \$129,249 for issuance fees. The Series 2025A bonds sold at a net premium of \$407,848. Net premium results when a bond costs more than the face amount on the bond. The Series 2025A bonds average interest rate of 4.33% is higher than the current market interest rates, which results in the bonds selling at a premium.

The Taxable Series 2025B bonds will provide \$2,100,511 for Fire Ladder/Pumper replacements, \$1,152,834 for Ice Arena Dehumidification, \$1,077,392 for ABC Building Deconstruction and Federal building Renovation, \$3,934,887 for Parking improvements, and \$104,376 for issuance fees.

The Taxable Series 2025C bonds will provide \$8,817,651 for Iowa Amphitheater on Schmitt Island, and \$127,349 for issuance fees.

The first resolution appoints UMB Bank, National Association of West Des Moines, Iowa to serve as paying agent, bond registrar, and transfer agent, approves the paying agent and bond registrar and transfer agent agreement and authorizes the execution of the agreement.

The second resolution authorizes the issuance of Series 2025A, 2025B, and 2025C. The resolution also incorporates by reference the form of the Continuing Disclosure Certificate.

This is the final City Council action required on the bond issuance.

RECOMMENDATION

I respectfully recommend the adoption of the enclosed resolutions to complete the action required on the Series 2025A, 2025B, and Series 2025C bond issuance.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

February 10, 2025

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, Iowa

Re: \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A
Our File No. 430411-13

Dear Jenny:

We have prepared and attach proceedings to be used at the February 17, 2025 City Council meeting to enable the Council to adopt the resolution (the “Resolution”) approving the Loan Agreement and providing for the issuance of the General Obligation Corporate Purpose Bonds, Series 2025A (the “Tax-Exempt Series 2025A Bonds”).

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of this Resolution in the Dubuque County Auditor’s office. After it is adopted, a certified copy of the Resolution must be filed with the Dubuque County Auditor prior to closing on March 4, 2025. An extra copy of the Resolution should be printed for this purpose.

Beginning in the 2025-2026 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Tax-Exempt Series 2025A Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Tax-Exempt Series 2025A Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Also attached is a Loan Agreement for execution by the Mayor and City Clerk. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as possible and in advance of closing.

We are also attaching a Continuing Disclosure Certificate for the Mayor and City Clerk to sign. Please retain one executed copy for the City's records and e-mail a copy to us as soon as possible and in advance of closing.

Finally, we are attaching a Registrar and Paying Agent Agreement for the Mayor and City Clerk to sign. Please print a copy for execution, after which it should be returned to us by email so that we may forward it to UMB Bank, n.a. for signature as soon as possible and in advance of closing.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

David D. Grossklaus

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Natalie Lawless, UMB
Robert W. Baird

MINUTES TO AUTHORIZE THE
ISSUANCE OF SERIES 2025A BONDS

430411-13

Dubuque, Iowa

February 17, 2025

The City Council of the City of Dubuque, Iowa, met on February 17, 2025, at ____
o'clock ____m., at the _____,
Dubuque, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following 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 authorizing and approving a Loan Agreement, providing for the issuance of \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A, and providing for the levy of taxes to pay the same

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, heretofore proposed 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 pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Federal Building Loan Agreement” and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the “Urban Renewal 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 \$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”, referred to together with the Ice Arena Dehumidification Project and the Parking System Projects as the “Urban Renewal Projects,” and such and such Urban Renewal Projects referred to together with the Essential Purpose Projects and the General Purpose Projects as the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement (the “Tax Exempt Series 2025A Loan Agreement”) and a taxable loan agreement (the “Taxable Series 2025B Loan Agreement”); and

WHEREAS, the City intends to issue General Obligation Corporate Purpose Bonds, Series 2025A (the “Tax-Exempt Series 2025A Bonds”) in evidence of its obligations under the Tax Exempt Series 2025A Loan Agreement; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of the Tax-Exempt Series 2025A Bonds and Taxable General Obligation Corporate Purpose Bonds, Series 2025B, such bonds to be issued in evidence of the obligation of the City under the Taxable Series 2025B Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Tax-Exempt Series 2025A Bonds to be issued in evidence of the City’s obligation under the Tax Exempt Series 2025A Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of Robert W. Baird, Milwaukee, Wisconsin (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Tax Exempt Series 2025A Loan Agreement and to authorize the issuance of the Tax-Exempt Series 2025A Bonds;

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

Section 1. The City shall enter into the Tax Exempt Series 2025A Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$6,420,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Tax Exempt Series 2025A Loan Agreement on behalf of the City, and the Tax Exempt Series 2025A Loan Agreement is hereby approved.

Section 2. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Tax-Exempt Series 2025A Bonds, in the aggregate principal amount of \$6,420,000, are hereby authorized to be issued in evidence of the City's obligations under the Tax Exempt Series 2025A Loan Agreement. The Tax-Exempt Series 2025A Bonds shall be dated March 4, 2025, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2026	\$125,000	5.000%	2036	\$355,000	5.000%
2027	\$230,000	5.000%	2037	\$370,000	5.000%
2028	\$240,000	5.000%	2038	\$390,000	4.000%
2029	\$250,000	5.000%	2039	\$405,000	4.000%
2030	\$265,000	5.000%	2041	\$420,000	4.000%
2031	\$275,000	5.000%	2041	\$440,000	4.000%
2032	\$285,000	5.000%	2042	\$450,000	4.000%
2033	\$305,000	5.000%	2043	\$470,000	4.000%
2034	\$320,000	5.000%	2044	\$490,000	4.000%
2035	\$335,000	5.000%			

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Tax-Exempt Series 2025A Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Tax-Exempt Series 2025A Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Tax-Exempt Series 2025A Bonds of any like maturity are to be redeemed, the particular part of those Series 2025A Bonds to be redeemed shall be selected by the Registrar by lot. The Tax-Exempt Series 2025A Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Tax Exempt Series 2025A Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Tax Exempt Series 2025A Bond, a new Tax Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Tax Exempt Series 2025A Bond. Notice of such redemption as aforesaid identifying the Tax Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such

redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Tax-Exempt Series 2025A Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Tax-Exempt Series 2025A Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Tax-Exempt Series 2025A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Tax-Exempt Series 2025A Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Tax-Exempt Series 2025A Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Tax-Exempt Series 2025A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Tax Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds at the office of the Paying Agent.

The Tax-Exempt Series 2025A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Tax-Exempt Series 2025A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Tax-Exempt Series 2025A Bonds shall cease to be such officer before the delivery of the Tax-Exempt Series 2025A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Tax-Exempt Series 2025A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Tax-Exempt Series 2025A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Tax Exempt Series 2025A Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Tax-Exempt Series 2025A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Tax-Exempt Series 2025A Bonds shall be issued initially as Depository Bonds, with one fully registered Tax Exempt Series 2025A Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Tax-Exempt Series 2025A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Tax-Exempt Series 2025A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Tax-Exempt Series 2025A Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Tax-Exempt Series 2025A Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Tax-Exempt Series 2025A Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Tax-Exempt Series 2025A Bonds.

Ownership interests in the Tax-Exempt Series 2025A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Tax-Exempt Series 2025A Bonds as nominees will not receive certificated Tax-Exempt Series 2025A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Tax-Exempt Series 2025A Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Tax-Exempt Series 2025A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Tax-Exempt Series 2025A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Tax-Exempt Series 2025A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Tax-Exempt Series 2025A Bonds acquired. Transfers of ownership interests in the Tax-Exempt Series 2025A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Tax-Exempt Series 2025A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Tax-Exempt Series 2025A Bonds shall be in substantially the following form:

(Form of Series Tax-Exempt 2025A Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2025A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	March 4, 2025	263868 ____

The City of Dubuque (the “City”), in Dubuque County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2025, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2025A (the “Tax-Exempt Series 2025A Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of March 4, 2025 (the “2025A Loan Agreement”), entered into by the City for the purpose of paying the cost, 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; (d) acquiring and installing fire station generators; (e) undertaking fire station roof replacement and repairs; (f) undertaking fire station tuck pointing and related exterior repairs; (g) undertaking fire department administrative office renovations; (h) undertaking fire station bunk room renovations; (i) undertaking fire station mechanical and electrical systems improvements; and (j) undertaking fire station HVAC replacement; (k) undertaking fire station facilities improvements; (l) undertaking improvements to the fire department burn tower training facility; (m) undertaking the Central Avenue Streetscape Improvements 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 Tax-Exempt Series 2025A Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution (the “Resolution”) of the City Council, adopted on February 17, 2025, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Tax-Exempt Series 2025A Bonds, and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Tax-Exempt Series 2025A Bonds and the rights of the owners of the Tax-Exempt Series 2025A Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Tax-Exempt Series 2025A Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Tax-Exempt Series 2025A Bonds of any like maturity are to be redeemed, the particular part of those Tax-Exempt Series 2025A Bonds to be redeemed shall be selected by the Registrar by lot. The Tax-Exempt Series 2025A Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Tax-Exempt Series 2025A Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Tax-Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Tax-Exempt Series 2025A Bond. Notice of such redemption as aforesaid identifying the Tax-Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Tax-Exempt Series 2025A Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Tax-Exempt Series 2025A Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Tax-Exempt Series 2025A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and

due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of March 4, 2025.

CITY OF DUBUQUE, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Tax-Exempt Series 2025A Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA	_____
TEN ENT	- as tenants by the entireties		(Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
			(Minor)
		under Uniform Transfers to Minors Act	_____
			(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Tax-Exempt Series 2025A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$6,827,847.15) (the “Loan Proceeds”), including net original issue premium (\$407,847.55), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$83,372.50) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$6,698,598.28) (the “Project Proceeds”) received from the sale of the Tax-Exempt Series 2025A Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Tax-Exempt Series 2025A Bonds.

The remainder of the Loan Proceeds (\$45,876.77) (the “Cost of Issuance Proceeds”), received from the sale of the Tax-Exempt Series 2025A Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Tax-Exempt Series 2025A Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Tax-Exempt Series 2025A Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Tax-Exempt Series 2025A Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Tax-Exempt Series 2025A Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$485,518;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$514,100;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$512,600;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$510,600;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$513,100;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$509,850;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$506,100;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$511,850;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$511,600;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$510,600;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$513,850;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$511,100;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$512,600;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$512,000;

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$510,800;

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$514,000;

For collection in the fiscal year beginning July 1, 2041,
sufficient to produce the net annual sum of \$506,400;

For collection in the fiscal year beginning July 1, 2042,
sufficient to produce the net annual sum of \$508,400; and

For collection in the fiscal year beginning July 1, 2043,
sufficient to produce the net annual sum of \$509,600.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Dubuque County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Tax-Exempt Series 2025A Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Tax-Exempt Series 2025A Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Tax-Exempt Series 2025A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Tax-Exempt Series 2025A Bonds attributable to the Urban Renewal Project identified in the preamble hereof.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Tax-Exempt Series 2025A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Tax-Exempt Series 2025A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Tax-Exempt Series 2025A Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Mayor and the City Clerk are authorized to execute and deliver any and all documents required by bond counsel to effectuate the purposes of this resolution and to issue the Tax-Exempt Series 2025A Bonds, including without limitation purchase agreements and closing certificates.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved February 17, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the issuance of \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Tax-Exempt Series 2025A Bonds or to levy taxes to pay the principal of and interest on the Tax-Exempt Series 2025A Bonds.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DUBUQUE COUNTY

I, the undersigned, County Auditor of Dubuque County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Dubuque filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on February 17, 2025, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor

February 10, 2025

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, Iowa

Re: \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B
Our File No. 430411-13

Dear Jenny:

We have prepared and attach proceedings to be used at the February 17, 2025 City Council meeting to enable the Council to adopt the resolution (the “Resolution”) approving the Loan Agreement and providing for the issuance of the Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the “Taxable Series 2025B Bonds”).

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of this Resolution in the Dubuque County Auditor’s office. After it is adopted, a certified copy of the Resolution must be filed with the Dubuque County Auditor prior to closing on March 4, 2025. An extra copy of the Resolution should be printed for this purpose.

Beginning in the 2025-2026 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Taxable Series 2025B Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Taxable Series 2025B Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Also attached is a Loan Agreement for execution by the Mayor and City Clerk. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as possible and in advance of closing.

Finally, we are attaching a Registrar and Paying Agent Agreement for the Mayor and City Clerk to sign. Please print a copy for execution, after which it should be returned to us by email so that we may forward it to UMB Bank, n.a. for signature as soon as possible and in advance of closing.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

David D. Grossklaus

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Natalie Lawless, UMB
Northland Securities, Inc.

MINUTES TO AUTHORIZE THE
ISSUANCE OF TAXABLE SERIES 2025B
BONDS

430411-13

Dubuque, Iowa

February 17, 2025

The City Council of the City of Dubuque, Iowa, met on February 17, 2025, at ____
o'clock ____m., at the _____,
Dubuque, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following 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 authorizing and approving a Loan Agreement, providing for the issuance of \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and providing for the levy of taxes to pay the same

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, heretofore proposed 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 pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed 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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Federal Building Loan Agreement” and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the “Urban Renewal 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 \$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”, referred to together with the Ice Arena Dehumidification Project and the Parking System Projects as the “Urban Renewal Projects,” and such and such Urban Renewal Projects referred to together with the Essential Purpose Projects and the General Purpose Projects as the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement (the “Tax-Exempt Series 2025A Loan Agreement”) and a taxable loan agreement, (the “Taxable Series 2025B Loan Agreement”); and

WHEREAS, the City intends to issue Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the “Taxable Series 2025B Bonds”) in evidence of its obligations under the Taxable Series 2025B Loan Agreement; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2025A, such bonds to be issued in evidence of the obligation of the City under the Tax-Exempt Series 2025A Loan Agreement, and the Taxable Series 2025B Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025B Bonds to be issued in evidence of the City’s obligation under the Taxable Series 2025B Loan Agreement was received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of Northland Securities, Inc., Minneapolis, Minnesota (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Taxable Series 2025B Loan Agreement and to authorize the issuance of the Taxable Series 2025B Bonds;

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

Section 1. The City shall enter into the Taxable Series 2025B Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$8,370,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Taxable Series 2025B Loan Agreement on behalf of the City, and the Taxable Series 2025B Loan Agreement is hereby approved.

Section 2. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Taxable Series 2025B Bonds, in the aggregate principal amount of \$8,370,000, are hereby authorized to be issued in evidence of the City's obligations under the Taxable Series 2025B Loan Agreement. The Taxable Series 2025B Bonds shall be dated March 4, 2025, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2026	\$190,000	4.300%	2036	\$445,000	4.900%
2027	\$295,000	4.400%	2037	\$470,000	4.950%
2028	\$315,000	4.450%	2038	\$495,000	5.000%
2029	\$330,000	4.500%	2039	\$520,000	5.050%
2030	\$340,000	4.550%	2041	\$545,000	5.100%
2031	\$355,000	4.650%	2041	\$570,000	5.150%
2032	\$370,000	4.700%	2042	\$600,000	5.200%
2033	\$390,000	4.750%	2043	\$635,000	5.250%
2034	\$410,000	4.800%	2044	\$665,000	5.300%
2035	\$430,000	4.850%			

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Taxable Series 2025B Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Taxable Series 2025B Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Taxable Series 2025B Bonds of any like maturity are to be redeemed, the particular part of those Taxable Series 2025B Bonds to be redeemed shall be selected by the Registrar by lot. The Taxable Series 2025B Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Taxable Series 2025B Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Taxable Series 2025B Bond, a new Taxable Series 2025B Bond or Taxable Series 2025B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Taxable Series 2025B Bond. Notice of such redemption as aforesaid identifying the Taxable Series 2025B Bond or Taxable Series 2025B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of

redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Taxable Series 2025B Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Taxable Series 2025B Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Taxable Series 2025B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Taxable Series 2025B Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Taxable Series 2025B Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Taxable Series 2025B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Taxable Series 2025B Bond or Taxable Series 2025B Bonds at the office of the Paying Agent.

The Taxable Series 2025B Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Taxable Series 2025B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Taxable Series 2025B Bonds shall cease to be such officer before the delivery of the Taxable Series 2025B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Taxable Series 2025B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Taxable Series 2025B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Taxable Series 2025B Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Taxable Series 2025B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Taxable Series 2025B Bonds shall be issued initially as Depository Bonds, with one fully registered Taxable Series

2025B Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Taxable Series 2025B Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Taxable Series 2025B Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Taxable Series 2025B Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Taxable Series 2025B Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Taxable Series 2025B Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Taxable Series 2025B Bonds.

Ownership interests in the Taxable Series 2025B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Taxable Series 2025B Bonds as nominees will not receive certificated Taxable Series 2025B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Taxable Series 2025B Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Taxable Series 2025B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Taxable Series 2025B Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Taxable Series 2025B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be

forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Taxable Series 2025B Bonds acquired. Transfers of ownership interests in the Taxable Series 2025B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Taxable Series 2025B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Taxable Series 2025B Bonds shall be in substantially the following form:

(Form of Taxable Series 2025B Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2025B

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	March 4, 2025	263868 ____

The City of Dubuque (the “City”), in Dubuque County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2025, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the “Taxable Series 2025B Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of March 4, 2025 (the “2025B Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (a) acquiring fire protection vehicles; (b) undertaking demolition/deconstruction of a dangerous and dilapidated property; (c) 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; (d) 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; (e) undertaking the Federal Building Renovation 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 Taxable Series 2025B Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution (the “Resolution”) of the City Council, adopted on February 17, 2025, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Taxable Series 2025B Bonds, and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Taxable Series 2025B Bonds and the rights of the owners of the Taxable Series 2025B Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Taxable Series 2025B Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Taxable Series 2025B Bonds of any like maturity are to be redeemed, the particular part of those Taxable Series 2025B Bonds to be redeemed shall be selected by the Registrar by lot. The Taxable Series 2025B Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Taxable Series 2025B Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Taxable Series 2025B Bond or Taxable Series 2025B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Taxable Series 2025B Bond. Notice of such redemption as aforesaid identifying the Taxable Series 2025B Bond or Taxable Series 2025B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Taxable Series 2025B Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Taxable Series 2025B Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Taxable Series 2025B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and

due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of March 4, 2025.

CITY OF DUBUQUE, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Taxable Series 2025B Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA	_____
TEN ENT	- as tenants by the entireties		(Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
			(Minor)
		under Uniform Transfers to Minors Act	_____
			(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Taxable Series 2025B Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$8,370,000)(the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$53,980.85) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$8,265,623.73) (the “Project Proceeds”) received from the sale of the Taxable Series 2025B Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025B Bonds.

The remainder of the Loan Proceeds (\$50,395.42) (the “Cost of Issuance Proceeds”), received from the sale of the Taxable Series 2025B Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Taxable Series 2025B Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Taxable Series 2025B Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025B Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Taxable Series 2025B Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$700,894;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$698,288;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$705,308;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$706,290;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$701,440;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$700,970;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$699,463;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$702,073;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$703,548;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$703,868;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$698,013;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$701,208;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$702,943;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$703,193;

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$701,933;

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$699,138;

For collection in the fiscal year beginning July 1, 2041,
sufficient to produce the net annual sum of \$699,783;

For collection in the fiscal year beginning July 1, 2042,
sufficient to produce the net annual sum of \$703,583; and

For collection in the fiscal year beginning July 1, 2043,
sufficient to produce the net annual sum of \$700,245.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Dubuque County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Taxable Series 2025B Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Taxable Series 2025B Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Taxable Series 2025B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Taxable Series 2025B Bonds attributable to the Urban Renewal Projects identified in the preamble hereof.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Taxable Series 2025B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. The Mayor and the City Clerk are authorized to execute and deliver any and all documents required by bond counsel to effectuate the purposes of this resolution and to issue the Taxable Series 2025B Bonds, including without limitation purchase agreements and closing certificates.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved February 17, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the issuance of \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Taxable Series 2025B Bonds or to levy taxes to pay the principal of and interest on the Taxable Series 2025B Bonds.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DUBUQUE COUNTY

I, the undersigned, County Auditor of Dubuque County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Dubuque filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on February 17, 2025, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Dubuque, Iowa (the “Issuer”), in connection with the issuance of \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A, \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C (collectively, the “Bonds”), dated March 4, 2025. The Bonds are being issued pursuant to resolutions of the Issuer approved on February 17, 2025 (collectively the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2023-2024 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited

financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

PROPERTY VALUES

Trend of Valuations

Larger Taxpayers

INDEBTEDNESS

Debt Limit

Direct Debt

First Lien General Obligation Debt

Second Lien Sales Tax Increment General Obligation Debt

Total General Obligation Debt Subject to Debt Limit

Annual Fiscal Year Debt Service Payments

First Lien General Obligation Debt

Second Lien General Obligation Debt

Urban Renewal Revenue Debt

Other Debt

Water Revenue Debt

Sewer Revenue Debt

Stormwater Revenue Debt

Other Obligations

Debt Ratios

Direct General Obligation Debt

Levies and Collections

Tax Rates

City of Dubuque

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Independent Public Advisors, LLC.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the

event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: March 4, 2025

CITY OF DUBUQUE, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

February 11, 2025

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, Iowa

Re: \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C
Our File No. 430411-15

Dear Jenny:

We have prepared and attach proceedings to be used at the February 17, 2025 City Council meeting to enable the Council to adopt the resolution (the “Resolution”) approving the Loan Agreement and providing for the issuance of the Taxable General Obligation Urban Renewal Bonds, Series 2025C (the “Taxable Series 2025C Bonds”).

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of this Resolution in the Dubuque County Auditor’s office. After it is adopted, a certified copy of the Resolution must be filed with the Dubuque County Auditor prior to closing on March 4, 2025. An extra copy of the Resolution should be printed for this purpose.

Beginning in the 2025-2026 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Taxable Series 2025C Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Taxable Series 2025C Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Also attached is a Loan Agreement for execution by the Mayor and City Clerk. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as possible and in advance of closing.

Finally, we are attaching a Registrar and Paying Agent Agreement for the Mayor and City Clerk to sign. Please print a copy for execution, after which it should be returned to us by email so that we may forward it to UMB Bank, n.a. for signature as soon as possible and in advance of closing.

If you have any questions, please contact Erin Regan, Emily Hammond or me.

Best regards,

John P. Danos

David D. Grossklaus

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Natalie Lawless, UMB
Northland Securities, Inc.

MINUTES TO AUTHORIZE THE
ISSUANCE OF TAXABLE SERIES 2025C
BONDS

430411-15

Dubuque, Iowa

February 17, 2025

The City Council of the City of Dubuque, Iowa, met on February 17, 2025, at ____
o'clock ____ .m., at the _____, Dubuque, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following 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 authorizing and approving a Loan Agreement, providing for the issuance of \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and providing for the levy of taxes to pay the same

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the “Taxable Series 2025C 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 \$9,250,000 for the purpose of undertaking the Iowa Amphitheater on Schmitt Island Project (the “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 in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Taxable Series 2025C Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City Council previously determined to enter into the Taxable Series 2025C Loan Agreement in the future and ordered that Taxable General Obligation Urban Renewal Bonds, Series 2025C (the “Taxable Series 2025C Bonds”) be issued at such time, in evidence of the City’s obligations thereunder; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared by Dorsey & Whitney LLP (the “Disclosure Counsel”) as bond and disclosure counsel to the City to facilitate the sale of the Taxable Series 2025C Bonds, such bonds to be issued in evidence of the obligation of the City under the Taxable Series 2025C Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025C Bonds to be issued in evidence of the City’s obligation under the Taxable Series 2025C Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Project; and

WHEREAS, upon final consideration of all bids, the bid of Northland Securities, Inc., Minneapolis, Minnesota (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Taxable Series 2025C Loan Agreement and to authorize the issuance of the Taxable Series 2025C Bonds;

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

Section 1. The City shall enter into the Taxable Series 2025C Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council,

providing for a loan to the City in the principal amount of \$8,945,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Taxable Series 2025C Loan Agreement on behalf of the City, and the Taxable Series 2025C Loan Agreement is hereby approved.

Section 2. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Taxable Series 2025C Bonds, in the aggregate principal amount of \$8,945,000, are hereby authorized to be issued in evidence of the City's obligations under the Taxable Series 2025C Loan Agreement. The Taxable Series 2025C Bonds shall be dated March 4, 2025, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2029	\$380,000	4.500%	2037	\$560,000	4.950%
2030	\$395,000	4.550%	2038	\$585,000	5.000%
2031	\$415,000	4.650%	2039	\$615,000	5.000%
2032	\$430,000	6.000%	2040	\$645,000	5.000%
2033	\$455,000	6.000%	2041	\$680,000	5.000%
2034	\$485,000	4.800%	2042	\$715,000	5.125%
2035	\$510,000	4.850%	2043	\$750,000	5.125%
2036	\$535,000	4.900%	2044	\$790,000	5.125%

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Taxable Series 2025C Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Taxable Series 2025C Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Taxable Series 2025C Bonds of any like maturity are to be redeemed, the particular part of those Taxable Series 2025C Bonds to be redeemed shall be selected by the Registrar by lot. The Taxable Series 2025C Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Taxable Series 2025C Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Taxable Series 2025C Bond, a new Taxable Series 2025C Bond or Taxable Series 2025C Bonds, in any authorized denomination, in

a total aggregate principal amount equal to the unredeemed balance of the original Taxable Series 2025C Bond. Notice of such redemption as aforesaid identifying the Taxable Series 2025C Bond or Taxable Series 2025C Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Taxable Series 2025C Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Taxable Series 2025C Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Taxable Series 2025C Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Taxable Series 2025C Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Taxable Series 2025C Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Taxable Series 2025C Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Taxable Series 2025C Bond or Taxable Series 2025C Bonds at the office of the Paying Agent.

The Taxable Series 2025C Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Taxable Series 2025C Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Taxable Series 2025C Bonds shall cease to be such officer before the delivery of the Taxable Series 2025C Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Taxable Series 2025C Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Taxable Series 2025C Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Taxable Series 2025C Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Taxable Series 2025C Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Taxable Series 2025C Bonds shall be issued initially as Depository Bonds, with one fully registered Taxable Series 2025C Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Taxable Series 2025C Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Taxable Series 2025C Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Taxable Series 2025C Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Taxable Series 2025C Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Taxable Series 2025C Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Taxable Series 2025C Bonds.

Ownership interests in the Taxable Series 2025C Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Taxable Series 2025C Bonds as nominees will not receive certificated Taxable Series 2025C Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Taxable Series 2025C Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Taxable Series 2025C Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Taxable Series 2025C Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Taxable Series 2025C Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Taxable Series 2025C Bonds acquired. Transfers of ownership interests in the Taxable Series 2025C Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Taxable Series 2025C Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Taxable Series 2025C Bonds shall be in substantially the following form:

(Form of Taxable Series 2025C Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2025C

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	March 4, 2025	263868 ____

The City of Dubuque (the “City”), in Dubuque County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2025, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of Taxable General Obligation Urban Renewal Bonds, Series 2025C (the “Taxable Series 2025C Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of March 4, 2025 (the “Taxable Series 2025C Loan Agreement”), entered into by the City for the purpose of paying the cost, 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 Taxable Series 2025C Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution (the “Resolution”) of the City Council, adopted on February 17, 2025, authorizing and approving the Taxable Series 2025C Loan Agreement and providing for the issuance and securing the payment of the Taxable Series 2025C Bonds, and reference is

hereby made to the Resolution and the Taxable Series 2025C Loan Agreement for a more complete statement as to the source of payment of the Taxable Series 2025C Bonds and the rights of the owners of the Taxable Series 2025C Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Taxable Series 2025C Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Taxable Series 2025C Bonds of any like maturity are to be redeemed, the particular part of those Taxable Series 2025C Bonds to be redeemed shall be selected by the Registrar by lot. The Taxable Series 2025C Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Taxable Series 2025C Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Taxable Series 2025C Bond or Taxable Series 2025C Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Taxable Series 2025C Bond. Notice of such redemption as aforesaid identifying the Taxable Series 2025C Bond or Taxable Series 2025C Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Taxable Series 2025C Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Taxable Series 2025C Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Taxable Series 2025C Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of March 4, 2025.

CITY OF DUBUQUE, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Taxable Series 2025C Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)

Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Taxable Series 2025C Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$8,962,412.95) (the “Loan Proceeds”), including net premium (\$17,412.95), and all action heretofore taken in connection with the Taxable Series 2025C Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$94,034.60) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$8,817,650.54) (the “Project Proceeds”) received from the sale of the Taxable Series 2025C Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Project, and to the extent that Project Proceeds remain after the full payment of the costs of the Project, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025C Bonds.

The remainder of the Loan Proceeds (\$50,727.81) (the “Cost of Issuance Proceeds”), received from the sale of the Taxable Series 2025C Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Taxable Series 2025C Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Taxable Series 2025C Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025C Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Taxable Series 2025C Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$560,289;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$ 451,239;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$ 451,239;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$ 831,239;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$ 829,139;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$ 831,167;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$ 826,869;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$ 826,069;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$ 828,769;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$ 830,489;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$ 830,754;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$ 829,539;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$ 826,819;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$ 827,569;

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$ 826,819;

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$ 829,569;

For collection in the fiscal year beginning July 1, 2041,
sufficient to produce the net annual sum of \$ 830,569;

For collection in the fiscal year beginning July 1, 2042,
sufficient to produce the net annual sum of \$ 828,925; and

For collection in the fiscal year beginning July 1, 2043,
sufficient to produce the net annual sum of \$ 830,488.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Dubuque County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment

of the principal of and interest on the Taxable Series 2025C Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Taxable Series 2025C Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Taxable Series 2025C Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Taxable Series 2025C Bonds attributable to the Project identified in the preamble hereof.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that the interest on the Taxable Series 2025C Bonds be and remain exempt from the taxes imposed by Subchapter II (Personal Net Income Tax) and Subchapter III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended. The City hereby declares that the Taxable Series 2025C Bonds are being issued solely for the urban renewal purposes of the City pursuant to the authority granted in Section 403.12 of the Code of Iowa and under the urban renewal plan for the Greater Downtown Urban Renewal Area. Furthermore, the City covenants to use the proceeds from the issuance of the Taxable Series 2025C Bonds strictly for the carrying out of urban renewal projects in the Greater Downtown Urban Renewal Area as set forth in the preamble hereof.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Taxable Series 2025C Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Mayor and the City Clerk are authorized to execute and deliver any and all documents required by bond counsel to effectuate the purposes of this resolution and to issue the Taxable Series 2025C Bonds, including without limitation purchase agreements and closing certificates.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved February 17, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the issuance of \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Taxable Series 2025C Bonds or to levy taxes to pay the principal of and interest on the Taxable Series 2025C Bonds.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DUBUQUE COUNTY

I, the undersigned, County Auditor of Dubuque County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Dubuque filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on February 17, 2025, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor

LOAN AGREEMENT
(SERIES 2025C)

This Loan Agreement is entered into as of March 4, 2025, by and between the City of Dubuque, Iowa (the “City”), and Northland Securities, Inc., Minneapolis, Minnesota (the “Purchaser”). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$8,945,000 and the City’s obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Urban Renewal Bonds, Series 2025C (the “Bonds”) in the aggregate principal amount of \$8,945,000.

2. The City has adopted a resolution on February 17, 2025 (the “Resolution”) authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City’s obligation to repay the amounts payable hereunder. The Bonds shall be dated March 4, 2025, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DUBUQUE, IOWA

By _____
Mayor

Attest:

City Clerk

NORTHLAND SECURITIES, INC.
Minneapolis, Minnesota

By _____
(Signature)

(Print Name and Title)

2025A LOAN AGREEMENT

This Loan Agreement is entered into as of March 4, 2025, by and between the City of Dubuque, Iowa (the "City"), and Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$6,420,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2025A in the aggregate principal amount of \$6,420,000 (the "Bonds").

2. The City has adopted a resolution on February 17, 2025 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated March 4, 2025, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DUBUQUE, IOWA

By _____
Mayor

Attest:

City Clerk

ROBERT W. BAIRD & CO., INC.
Milwaukee, Wisconsin

By _____
(Signature)

(Print Name and Title)

2025B LOAN AGREEMENT

This Loan Agreement is entered into as of March 4, 2025, by and between the City of Dubuque, Iowa (the “City”) and Northland Securities, Inc., Minneapolis, Minnesota (the “Purchaser”). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$8,370,000 and the City’s obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Corporate Purpose Bonds, Series 2025B in the aggregate principal amount of \$8,370,000 (the “Bonds”).

2. The City has adopted a resolution on February 17, 2025 (the “Resolution”) authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City’s obligation to repay the amount payable hereunder. The Bonds shall be dated March 4, 2025, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided therein and in the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DUBUQUE, IOWA

By _____
Mayor

Attest:

City Clerk

NORTHLAND SECURITIES, INC.
Minneapolis, Minnesota

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this March 4, 2025 (the “Dated Date”) by and between the City of Dubuque, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Dubuque, Iowa Attn: Chief Financial Officer City Hall 50 W 13 th Street Dubuque, Iowa 52001
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF DUBUQUE, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this March 4, 2025 (the “Dated Date”) by and between the City of Dubuque, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Dubuque, Iowa Attn: Chief Financial Officer City Hall 50 W 13 th Street Dubuque, Iowa 52001
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF DUBUQUE, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this March 4, 2025 (the “Dated Date”) by and between the City of Dubuque, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Dubuque, Iowa Attn: Chief Financial Officer City Hall 50 W 13 th Street Dubuque, Iowa 52001
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF DUBUQUE, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Award Public Improvement Construction Contract
SUMMARY:	City Manager recommending City Council award the construction contract for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project through the adoption of the enclosed resolution to Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$26,557,106.00. RESOLUTION Awarding Public Improvement Construction Contract For The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Award STAFF MEMO
3. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Award RESOLUTION
4. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Award Recommendation Letter
5. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Bid Tabulation
6. Award Form (from workbook)

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)
Award Public Improvement Construction Contract
Project No: 5586500007
EDA No: 05-79-06277
SRF No: GNS 21-02
FEMA No: LPDM-PJ-07-IA-2024-001

DATE: February 13, 2025

City Engineer Gus Psihoyos is recommending City Council award the construction contract for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project through the adoption of the enclosed resolution to Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$26,557,106.00.

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.

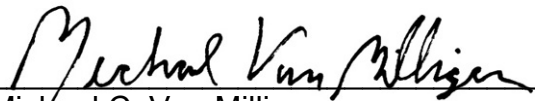
Sealed bids were received January 28, 2025, for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Project. Portzen Construction, Inc. of Dubuque, Iowa submitted the low bid in the amount of \$26,557,106 which is 4.56% over the Engineer's estimate of \$25,400,000.

Approval has been secured from the US Economic Development Administration (EDA), Iowa Homeland Security & Emergency Management (IHSEM) who administers the FEMA grant, and the Iowa Department of Natural Resources (Iowa DNR) who approves the SRF expenses.

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	1,664,964
	DRA Distribution	784,052
	State Revolving Fund (SRF) Loan	1,452,643
Total Project Funding		\$ 28,546,104

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
Bob Schiesl, Assistant City Engineer
Jim Bousley, Project Manager
Deron Muehring, WRRRC Director

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)
Award Public Improvement Construction Contract
Project No: 5586500007
EDA No: 05-79-06277
SRF No: GNS 21-02
FEMA No: LPDM-PJ-07-IA-2024-001

DATE: January 29, 2025

INTRODUCTION

The attached resolution authorizes the award of the construction contract 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.

BID RESULTS

Sealed bids were received January 28, 2025 for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Project. Portzen Construction, Inc. of Dubuque, Iowa submitted the low bid in the amount of \$26,557,106 which is 4.56% over the Engineer's estimate of \$25,400,000. A summary of the bid proposals received is as follows:

Contractor Name	Bid Amount
Portzen Construction, Inc.	\$26,557,106.00
Tricon General Construction	\$28,930,000.00
Staab Construction Corporation	\$30,563,000.00
WRH, Inc.	\$31,486,800.00

Approval has been secured from the US Economic Development Administration (EDA), Iowa Homeland Security & Emergency Management (IHSEM) who administers the FEMA grant, and the Iowa Department of Natural Resources (Iowa DNR) who approves the SRF expenses.

RECOMMENDATION

I recommend awarding the construction contract for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project to Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$26,557,106.00.

BUDGET IMPACT

The estimate of probable costs for the Project is as follows:

Description	Cost Estimate	Award
Construction Contract	\$ 25,400,000	\$ 26,557,106.00
Contingency	508,000	508,000.00
Administration and Construction Engineering	1,360,000	1,360,000.00
Total Project Cost	\$ 27,268,000	\$ 28,425,106.00

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	1,664,964
	DRA Distribution	784,052
	State Revolving Fund (SRF) Loan	1,452,643
Total Project Funding		\$ 28,546,104

ACTION TO BE TAKEN

I respectfully request that the City Council award the construction contract for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project through the adoption of the enclosed resolution to Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$26,557,106.00.

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, WRRD Director

RESOLUTION NO. -25

**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR
THE DUBUQUE GATE & PUMP STATION FLOOD MITIGATION (16TH ST
DETENTION BASIN)**

WHEREAS, sealed proposals have been submitted by contractors for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin), (the Project) pursuant to Resolution No. 410-24 and Notice to Bidders published on the City of Dubuque, Iowa website, Iowa League of Cities Website, and Master Builders/Construction Update plan room service with statewide circulation on the 17th day of December 2024; and

WHEREAS, said sealed proposals were opened and read on the 28th day of January 2025 and it has been determined that Portzen Construction, Inc. of Dubuque, Iowa, in the bid amount of \$26,557,106.00, 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 17th day of February 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk

January 29, 2025

Gus Psihoyos, City Engineer
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

Re: **Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)**

Award Recommendation
Origin Design Project No.: 15166
EDA No: 05-79-06277
SRF No: GNS 21-02
FEMA No: LPDM-PJ-07-IA-2024-001

Dear Mr. Psihoyos:

In accordance with owner instructions, bids for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project were opened and read at 2:30 p.m. on January 28, 2025. Four bids were received for this project. Following are the bid results:

Contractor	Bid Total
Portzen Construction, Inc.	\$26,557,106.00
Tricon General Construction	\$28,930,000.00
Staab Construction Corp.	\$30,563,000.00
WRH, Inc.	\$31,486,800.00

After reviewing the bids, it was determined the low bid was submitted by Portzen Construction, Inc. of Dubuque in the amount of \$26,557,106.00.

Portzen Construction has the experience, workforce and equipment to properly complete this contract. We recommend award of the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project to Portzen Construction, Inc. in the amount of \$26,557,106.00 pending funding review.

The engineer's estimate for this project was \$25,480,124.22. The low bid of \$26,557,106.00 is \$1,076,981.78 or 4.23% above the engineer's estimate.

Sincerely,
Origin Design Co.



Chris Becklin, PE
Civil Engineer

CITY OF DUBUQUE, IOWA
DUBUQUE GATE & PUMP STATION FLOOD MITIGATION (16TH ST DETENTION BASIN)
BID TABULATION
JANUARY 28, 2025 PAGE 1 OF 2

			ENGINEER'S ESTIMATE		PORTZEN CONSTRUCTION		TRICON GENERAL CONST.		STAAB CONSTRUCTION		WRH, INC.	
NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
DIVISION 2010 - EARTHWORK, SUBGRADE AND SUBBASE												
1	Clearing and Grubbing C	1 LS	\$7,866.88	\$7,866.88	\$5,150.00	\$5,150.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00
2	Topsoil, Off-site	110 CY	\$60.48	\$6,652.80	\$75.00	\$8,250.00	\$80.00	\$8,800.00	\$60.00	\$6,600.00	\$33.00	\$3,630.00
3	Below Grade Excavation (Core Out)	250 TON	\$24.60	\$6,150.00	\$31.20	\$7,800.00	\$20.00	\$5,000.00	\$16.00	\$4,000.00	\$30.00	\$7,500.00
4	Subgrade Preparation	2080 SY	\$3.97	\$8,257.60	\$2.70	\$5,616.00	\$5.00	\$10,400.00	\$3.00	\$6,240.00	\$7.00	\$14,560.00
5	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	450 TON	\$23.58	\$10,611.00	\$24.00	\$10,800.00	\$20.00	\$9,000.00	\$26.00	\$11,700.00	\$27.00	\$12,150.00
6	Subbase, 3" Breaker Run (Modified Macadam Pile)	560 TON	\$23.83	\$13,344.80	\$23.00	\$12,880.00	\$20.00	\$11,200.00	\$28.00	\$15,680.00	\$27.00	\$15,120.00
DIVISION 3010 - TRENCH EXCAVATION AND BACKFILL												
7	Replacement of Unsuitable Backfill Material Gradation 12a (Granular Subbase Pile)	130 TON	\$18.71	\$2,432.30	\$29.50	\$3,835.00	\$20.00	\$2,600.00	\$30.00	\$3,900.00	\$33.00	\$4,290.00
DIVISION 4020 - STORM SEWERS												
8	Storm Sewer Gravity Main, Trenched, 12" RCP	60 LF	\$93.28	\$5,596.80	\$93.50	\$5,610.00	\$150.00	\$9,000.00	\$115.00	\$6,900.00	\$108.00	\$6,480.00
9	Removal of Storm Sewer, 15" RCP	20 LF	\$36.90	\$738.00	\$77.25	\$1,545.00	\$50.00	\$1,000.00	\$20.00	\$400.00	\$17.00	\$340.00
10	Removal of Storm Sewer, 18" RCP	25 LF	\$36.90	\$922.50	\$78.00	\$1,950.00	\$50.00	\$1,250.00	\$20.00	\$500.00	\$17.00	\$425.00
DIVISION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS												
11	Subdrain, 4" Perforated	500 LF	\$38.95	\$19,475.00	\$34.50	\$17,250.00	\$10.00	\$5,000.00	\$20.00	\$10,000.00	\$28.00	\$14,000.00
DIVISION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS												
12	Manhole Type, 48" SW-301	9 VF	\$3,818.13	\$34,363.17	\$728.00	\$6,552.00	\$1,500.00	\$13,500.00	\$1,400.00	\$12,600.00	\$930.00	\$8,370.00
13	Intake Type, SW-511	4 VF	\$3,582.38	\$14,329.52	\$1,378.50	\$5,514.00	\$1,750.00	\$7,000.00	\$1,600.00	\$6,400.00	\$1,320.00	\$5,280.00
DIVISION 7010 - PORTLAND CEMENT CONCRETE PAVEMENT												
14	Pavement, PCC, 8" (Thickness)	750 SY	\$77.39	\$58,042.50	\$90.00	\$67,500.00	\$77.00	\$57,750.00	\$90.00	\$67,500.00	\$95.00	\$71,250.00
DIVISION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS												
15	Driveway, Paved, PCC, 6" (Thickness)	510 SY	\$80.46	\$41,034.60	\$75.50	\$38,505.00	\$64.50	\$32,895.00	\$65.00	\$33,150.00	\$97.00	\$49,470.00
16	Driveway, Paved, PCC, 8" (Thickness)	630 SY	\$79.95	\$50,368.50	\$95.00	\$59,850.00	\$81.30	\$51,219.00	\$100.00	\$63,000.00	\$120.00	\$75,600.00
DIVISION 7040 - PAVEMENT REHABILITATION												
17	Pavement - Removal	1060 SY	\$20.50	\$21,730.00	\$12.75	\$13,515.00	\$25.00	\$26,500.00	\$16.00	\$16,960.00	\$9.00	\$9,540.00
IDOT DIVISION 2527 - PAVEMENT MARKING												
18	Painted Pavement Markings	3 STA	\$318.26	\$954.78	\$210.00	\$630.00	\$200.00	\$600.00	\$300.00	\$900.00	\$240.00	\$720.00
IDOT DIVISION 2528 - TRAFFIC CONTROL												
19	Traffic Control Phase I	1 LS	\$42,435.00	\$42,435.00	\$63,000.00	\$63,000.00	\$60,000.00	\$60,000.00	\$70,000.00	\$70,000.00	\$72,500.00	\$72,500.00
20	Traffic Control Phase II	1 LS	\$9,547.88	\$9,547.88	\$12,600.00	\$12,600.00	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00	\$14,500.00	\$14,500.00
21	Temporary Barrier Rail	615 LF	\$31.78	\$19,544.70	\$53.00	\$32,595.00	\$50.00	\$30,750.00	\$55.00	\$33,825.00	\$60.00	\$36,900.00
22	Temporary Crash Cushions	1 EA	\$4,243.50	\$4,243.50	\$7,875.00	\$7,875.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00
DIVISION 9010 - SEEDING												
23	Conventional - Seeding, Type 1, by AC	0.31 AC	\$13,530.00	\$4,194.30	\$7,900.00	\$2,449.00	\$7,500.00	\$2,325.00	\$2,800.00	\$868.00	\$9,000.00	\$2,790.00
DIVISION 9030 - PLANT MATERIAL AND PLANTING												
24	Plants, Lump Sum, With Warranty	1 LS	\$5,000.00	\$5,000.00	\$5,250.00	\$5,250.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00

			ENGINEER'S ESTIMATE		PORTZEN CONSTRUCTION		TRICON GENERAL CONST.		STAAB CONSTRUCTION		WRH, INC.	
NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
DIVISION 9040 - EROSION AND SEDIMENT CONTROL												
25	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$4,612.50	\$4,612.50	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00
26	Temporary Rolled Erosion Control Products (RECP) by SY	240 SY	\$7.94	\$1,905.60	\$1.65	\$396.00	\$3.25	\$780.00	\$4.00	\$960.00	\$2.00	\$480.00
27	Riprap, Class E Revetment Stone	540 TON	\$56.12	\$30,304.80	\$65.00	\$35,100.00	\$50.00	\$27,000.00	\$60.00	\$32,400.00	\$38.00	\$20,520.00
28	Silt Fence or Silt Fence Ditch Check, Installation	300 LF	\$5.38	\$1,614.00	\$2.65	\$795.00	\$2.50	\$750.00	\$3.00	\$900.00	\$2.00	\$600.00
29	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	300 LF	\$1.28	\$384.00	\$1.05	\$315.00	\$0.20	\$60.00	\$1.00	\$300.00	\$1.00	\$300.00
30	Silt Fence or Silt Fence Ditch Check, Removal of Device	300 LF	\$1.03	\$309.00	\$0.55	\$165.00	\$0.20	\$60.00	\$1.00	\$300.00	\$0.50	\$150.00
31	Stabilized Construction Entrance by SY	100 SY	\$31.26	\$3,126.00	\$51.50	\$5,150.00	\$18.00	\$1,800.00	\$40.00	\$4,000.00	\$18.00	\$1,800.00
32	Inlet Protection Device, Installation	2 EA	\$365.93	\$731.86	\$132.00	\$264.00	\$175.00	\$350.00	\$200.00	\$400.00	\$70.00	\$140.00
33	Inlet Protection Device, Maintenance	10 EA	\$106.09	\$1,060.90	\$53.00	\$530.00	\$50.00	\$500.00	\$50.00	\$500.00	\$15.00	\$150.00
DIVISION 9060 - CHAIN LINK FENCE												
34	Chain Link Fence, 6'	150 LF	\$81.49	\$12,223.50	\$94.50	\$14,175.00	\$77.00	\$11,550.00	\$80.00	\$12,000.00	\$120.00	\$18,000.00
35	Gates, Chain Link	2 EA	\$2,201.19	\$4,402.38	\$2,100.00	\$4,200.00	\$2,075.00	\$4,150.00	\$2,200.00	\$4,400.00	\$3,500.00	\$7,000.00
DIVISION 10010 - DEMOLITION OF BUILDING STRUCTURES												
36	Plug or Abandon Well	2 EA	\$15,913.13	\$31,826.26	\$16,000.00	\$32,000.00	\$15,000.00	\$30,000.00	\$5,000.00	\$10,000.00	\$15,000.00	\$30,000.00
DIVISION 11020 - MOBILIZATION												
37	Mobilization	1 LS	\$600,000.00	\$600,000.00	\$1,408,848.00	\$1,408,848.00	\$1,000,000.00	\$1,000,000.00	\$3,100,000.00	\$3,100,000.00	\$3,030,000.00	\$3,030,000.00
DIVISION 11050 - CONCRETE WASHOUT												
38	Concrete Washout	1 LS	\$5,125.00	\$5,125.00	\$5,150.00	\$5,150.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$700.00	\$700.00
SPECIAL PROVISIONS - NON-STANDARD PROJECT ITEMS												
39	Storm Sewer Gravity Main, Trenched, 8" DIP	15 LF	\$154.78	\$2,321.70	\$482.00	\$7,230.00	\$150.00	\$2,250.00	\$150.00	\$2,250.00	\$425.00	\$6,375.00
40	Existing Median Removal, Temporary Pavement & Reinstallation	275 SY	\$175.79	\$48,342.25	\$125.00	\$34,375.00	\$3.00	\$825.00	\$140.00	\$38,500.00	\$230.00	\$63,250.00
41	Painted Pavement Markings, Solvent/Waterborne	32 STA	\$158.88	\$5,084.16	\$210.00	\$6,720.00	\$200.00	\$6,400.00	\$220.00	\$7,040.00	\$240.00	\$7,680.00
42	Floating Silt Curtain	540 LF	\$33.31	\$17,987.40	\$42.00	\$22,680.00	\$33.00	\$17,820.00	\$60.00	\$32,400.00	\$56.00	\$30,240.00
43	Tied Concrete Block Mat (TCBM)	1300 SF	\$11.79	\$15,327.00	\$13.25	\$17,225.00	\$7.00	\$9,100.00	\$60.00	\$78,000.00	\$10.00	\$13,000.00
44	Electrical, Complete	1 LS	\$4,278,700.00	\$4,278,700.00	\$4,410,000.00	\$4,410,000.00	\$4,211,551.00	\$4,211,551.00	\$4,300,000.00	\$4,300,000.00	\$5,000,000.00	\$5,000,000.00
45	Epoxy Crack Injection	48 LF	\$100.45	\$4,821.60	\$105.00	\$5,040.00	\$150.00	\$7,200.00	\$200.00	\$9,600.00	\$150.00	\$7,200.00
46	Partial Depth Concrete Repair incl Vertical & Overhead	274 SF	\$186.04	\$50,974.96	\$223.00	\$61,102.00	\$85.00	\$23,290.00	\$150.00	\$41,100.00	\$200.00	\$54,800.00
47	Full Depth Concrete Repair incl Vertical & Overhead	134 SF	\$241.39	\$32,346.26	\$433.00	\$58,022.00	\$125.00	\$16,750.00	\$250.00	\$33,500.00	\$250.00	\$33,500.00
48	Earth Retention System and Dewatering	1 LS	\$3,284,600.00	\$3,284,600.00	\$2,650,620.00	\$2,650,620.00	\$4,415,800.00	\$4,415,800.00	\$3,800,000.00	\$3,800,000.00	\$4,100,000.00	\$4,100,000.00
49	Bypass Construction and Culvert Repair	1 LS	\$714,112.13	\$714,112.13	\$646,805.00	\$646,805.00	\$489,000.00	\$489,000.00	\$1,200,000.00	\$1,200,000.00	\$900,000.00	\$900,000.00
50	Excavation and Working Platform	1 LS	\$625,527.26	\$625,527.26	\$449,971.00	\$449,971.00	\$1,648,500.00	\$1,648,500.00	\$2,100,000.00	\$2,100,000.00	\$600,000.00	\$600,000.00
51	Concrete Filled Steel Pipe Driven Piles	13380 VF	\$183.48	\$2,454,962.40	\$147.00	\$1,966,860.00	\$120.00	\$1,605,600.00	\$220.00	\$2,943,600.00	\$200.00	\$2,676,000.00
52	Auger Cast Piles	1 LS	\$825,740.00	\$825,740.00	\$1,090,719.00	\$1,090,719.00	\$810,222.00	\$810,222.00	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00
53	Stormwater Pump Station	1 LS	\$10,009,637.50	\$10,009,637.50	\$11,562,390.00	\$11,562,390.00	\$11,811,153.00	\$11,811,153.00	\$9,557,007.00	\$9,557,007.00	\$11,600,000.00	\$11,600,000.00
54	Control Building	1 LS	\$898,668.75	\$898,668.75	\$346,588.00	\$346,588.00	\$1,485,000.00	\$1,485,000.00	\$470,000.00	\$470,000.00	\$630,000.00	\$630,000.00
55	Retaining Walls	1 LS	\$784,381.25	\$784,381.25	\$996,129.00	\$996,129.00	\$621,000.00	\$621,000.00	\$720,000.00	\$720,000.00	\$615,000.00	\$615,000.00
56	Existing Pump Station Demolition Work	1 LS	\$27,394.15	\$27,394.15	\$89,186.00	\$89,186.00	\$24,000.00	\$24,000.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00
57	Pressure Relief Well	2 EA	\$147,643.56	\$295,287.12	\$104,450.00	\$208,900.00	\$125,000.00	\$250,000.00	\$120,000.00	\$240,000.00	\$100,000.00	\$200,000.00
58	Riprap - Salvage and Install	610 SY	\$30.24	\$18,446.40	\$33.50	\$20,435.00	\$25.00	\$15,250.00	\$52.00	\$31,720.00	\$50.00	\$30,500.00
TOTAL OF BID				\$25,480,124.22		\$26,557,106.00		\$28,930,000.00		\$30,563,000.00		\$31,486,800.00
						+4.23%		+13.54%		+19.95%		+23.57%



City of Dubuque, Iowa Construction Contract Award

Award Date: 3-Feb-25

Project Title: Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)

Contractor Name: Portzen Construction

Address 205 Stone Valley Drive
City, State, Zip Dubuque, IA 52003

Contract Award Item	LINE NO.	REFERENCE NUMBER	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase							
Award	1	2010-108-C-0	Clearing and Grubbing C	1	LS	\$ 5,150.00	\$ 5,150.00
Award	2	2010-108-D-3	Topsoil, Off-site	110	CY	\$ 75.00	\$ 8,250.00
Award	3	2010-108-F-0	Below Grade Excavation (Core Out) by TON	250	TON	\$ 31.20	\$ 7,800.00
Award	4	2010-108-G-0	Subgrade Preparation	2080	SY	\$ 2.70	\$ 5,616.00
Award	5	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	450	TON	\$ 24.00	\$ 10,800.00
Award	6	2010-108-J-0	Subbase, 3" Breaker Run, (Modified Macadam Pile)	560	TON	\$ 23.00	\$ 12,880.00
						Sub Total	\$ 50,496.00
Division 3010 - Trench Excavation and Backfill							
Award	7	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 12a, (Granular Subbase Pile)	130	TON	\$ 29.50	\$ 3,835.00
						Sub Total	\$ 3,835.00
Division 4020 - Storm Sewers							
Award	8	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 12" RCP	60	LF	\$ 93.50	\$ 5,610.00
Award	9	4020-108-D-0	Removal of Storm Sewer, 15" RCP	20	LF	\$ 77.25	\$ 1,545.00
Award	10	4020-108-D-0	Removal of Storm Sewer, 18" RCP	25	LF	\$ 78.00	\$ 1,950.00
						Sub Total	\$ 9,105.00
Division 4040 - Subdrains and Footing Drain Collectors							
Award	11	4040-108-A-0	Subdrain, 4" Perforated	500	LF	\$ 34.50	\$ 17,250.00
						Sub Total	\$ 17,250.00
Division 6010 - Structures for Sanitary and Storm Sewers							
Award	12	6010-108-A-0	Manhole Type, 48" SW-301	9	VF	\$ 728.00	\$ 6,552.00
Award	13	6010-108-B-0	Intake Type, SW-511	4	VF	\$ 1,378.50	\$ 5,514.00
						Sub Total	\$ 12,066.00
Division 7010 - Portland Cement Concrete Pavement							
Award	14	7010-108-A-0	Pavement, PCC, 8" (Thickness)	750	SY	\$ 90.00	\$ 67,500.00
						Sub Total	\$ 67,500.00
Division 7030 - Sidewalks, Shared Use Paths, and Driveways							
Award	15	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	510	SY	\$ 75.50	\$ 38,505.00
Award	16	7030-108-H-1	Driveway, Paved, PCC, 8" (Thickness)	630	SY	\$ 95.00	\$ 59,850.00
						Sub Total	\$ 98,355.00
Division 7040 - Pavement Rehabilitation							
Award	17	7040-108-H-0	Pavement - Removal	1060	SY	\$ 12.75	\$ 13,515.00
						Sub Total	\$ 13,515.00
IDOT Division 2527 - Pavement Marking							
Award	18	IDOT 2527.04-A-1	Painted Pavement Markings	3	STA	\$ 210.00	\$ 630.00
						Sub Total	\$ 630.00
IDOT Division 2528 - Traffic Control							
Award	19	IDOT 2528.04-A	Traffic Control Phase I	1	LS	\$ 63,000.00	\$ 63,000.00
Award	20	IDOT 2528.04-A	Traffic Control Phase II	1	LS	\$ 12,600.00	\$ 12,600.00
Award	21	IDOT 2528.04-C	Temporary Barrier Rail	615	LF	\$ 53.00	\$ 32,595.00
Award	22	IDOT 2528.04-E	Temporary Crash Cushions	1	EA	\$ 7,875.00	\$ 7,875.00
						Sub Total	\$ 116,070.00
Division 9010 - Seeding							
Award	23	9010-108-A-1	Conventional - Seeding, Type 1, by AC	0.31	AC	\$ 7,900.00	\$ 2,449.00
						Sub Total	\$ 2,449.00
Division 9030 - Plant Material and Planting							
Award	24	9030-108-D-0	Plants, Lump Sum, With Warranty	1	LS	\$ 5,250.00	\$ 5,250.00
						Sub Total	\$ 5,250.00

Award Item	NO.	NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Division 9040 - Erosion and Sediment Control							
Award	25	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	\$ 2,500.00	\$ 2,500.00
Award	26	9040-108-E-0	Temporary Rolled Erosion Control Products (RECP), by SY	240	SY	\$ 1.65	\$ 396.00
Award	27	9040-108-J-0	Rip Rap: Class E Revetment Stone	540	TON	\$ 65.00	\$ 35,100.00
Award	28	9040-108-N-1	Silt Fence or Silt Fence Ditch Check, Installation	300	LF	\$ 2.65	\$ 795.00
Award	29	9040-108-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	300	LF	\$ 1.05	\$ 315.00
Award	30	9040-108-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	300	LF	\$ 0.55	\$ 165.00
Award	31	9040-108-O-1	Stabilized Construction Entrance by Square Yard	100	SY	\$ 51.50	\$ 5,150.00
Award	32	9040-108-T-1	Inlet Protection Device, Installation	2	EA	\$ 132.00	\$ 264.00
Award	33	9040-108-T-2	Inlet Protection Device, Maintenance	10	EA	\$ 53.00	\$ 530.00
Sub Total							\$ 45,215.00
Division 9060 - Chain Link Fence							
Award	34	9060-108-A-0	Chain Link Fence, 6'	150	LF	\$ 94.50	\$ 14,175.00
Award	35	9060-108-B-0	Gates	2	EA	\$ 2,100.00	\$ 4,200.00
Sub Total							\$ 18,375.00
Division 10,010 - Demolition of Building Structures							
Award	36	10010-108-B-0	Plug or Abandon Well	2	EA	\$ 16,000.00	\$ 32,000.00
Sub Total							\$ 32,000.00
Division 11,020 - Mobilization							
Award	37	11020-108-A-0	Mobilization	1	LS	\$ 1,408,848.00	\$ 1,408,848.00
Sub Total							\$ 1,408,848.00
Division 11,050 - Concrete Washout							
Award	38	11050-108-A-0	Concrete Washout	1	LS	\$ 5,150.00	\$ 5,150.00
Sub Total							\$ 5,150.00
Special Provisions - Non-Standard Project Items							
Award	39	SP	Storm Sewer Gravity Main, Trenched, 8" DIP	15	LF	\$ 482.00	\$ 7,230.00
Award	40	SP	Existing Median Removal, Temporary Pavement & Reinstallation	275	SY	\$ 125.00	\$ 34,375.00
Award	41	SP	Painted Pavement Markings, Solvent/Waterborne	32	STA	\$ 210.00	\$ 6,720.00
Award	42	SP	Floating Silt Curtain	540	LF	\$ 42.00	\$ 22,680.00
Award	43	SP	Tied Concrete Block Mat (TCBM)	1300	SF	\$ 13.25	\$ 17,225.00
Award	44	SP	Electrical, Complete	1	LS	\$ 4,410,000.00	\$ 4,410,000.00
Award	45	SP	Epoxy Crack Injection	48	LF	\$ 105.00	\$ 5,040.00
Award	46	SP	Partial Depth Concrete Repair, Incl. Vertical and Overhead	274	SF	\$ 223.00	\$ 61,102.00
Award	47	SP	Full Depth Concrete Repair, Incl. Vertical and Overhead	134	SF	\$ 433.00	\$ 58,022.00
Award	48	SP	Earth Retention System and Dewatering	1	LS	\$ 2,650,620.00	\$ 2,650,620.00
Award	49	SP	Bypass Construction and Culvert Repair	1	LS	\$ 646,805.00	\$ 646,805.00
Award	50	SP	Excavation and Working Platform	1	LS	\$ 449,971.00	\$ 449,971.00
Award	51	SP	Concrete Filled Steel Pipe Driven Piles	13380	VF	\$ 147.00	\$ 1,966,860.00
Award	52	SP	Auger Cast Piles	1	LS	\$ 1,090,719.00	\$ 1,090,719.00
Award	53	SP	Stormwater Pumping Station	1	LS	\$ 11,562,390.00	\$ 11,562,390.00
Award	54	SP	Control Building	1	LS	\$ 346,588.00	\$ 346,588.00
Award	55	SP	Retaining Walls	1	LS	\$ 996,129.00	\$ 996,129.00
Award	56	SP	Existing Pump Station Demolition Work	1	LS	\$ 89,186.00	\$ 89,186.00
Award	57	SP	Pressure Relief Well	2	EA	\$ 104,450.00	\$ 208,900.00
Award	58	SP	Rip Rap - Salvage and Install	610	SY	\$ 33.50	\$ 20,435.00
Sub Total							\$ 24,650,997.00
TOTAL							\$ 26,557,106.00
Contract Award Amount:							\$ 26,557,106.00

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: 2025 Healthy Homes Production Grant Award

SUMMARY: City Manager recommending City Council accept and approve \$2,000,000 for the Healthy Homes Production grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.
RESOLUTION Retroactively Authorizing The Filing Of A HUD-1044 Assistance Award For The Healthy Homes Production Grant With The United States Department Of Housing And Urban Development

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

ATTACHMENTS:

1. MVM Memo
2. Memo_to_MVM_HHP Grant HUD-1044 Authorization
3. Resolution HHP 2024 HUD-1044
4. IAHHP0164-24 City of Dubuque Signed HUD-1044
5. HUD Email for HHP HUD-1044

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: 2025 Healthy Homes Production Grant Award
DATE: February 11, 2025

Housing & Community Development Director Alexis Steger is recommending City Council accept and approve \$2,000,000 for the Healthy Homes Production grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.

The City of Dubuque was awarded the Healthy Homes Production Grant in 2022 and applied to HUD in August 2024 to continue the program.

The Healthy Homes Production grant allows the city to serve low-moderate income residents that need help rehabilitating their home to make it healthier. There are many ways the grant can help make a home healthier, such as mitigating moisture intrusion, replacing windows, and removing trip hazards. The grant can be used in a homeowner occupied or renter occupied structure, if the persons living in the structure are low-moderate income.

In 2022, the city was awarded \$2,000,000 over a three-year period to improve 100 units. This grant ends September 1, 2025. Recently the City of Dubuque was awarded \$2,000,000 over a three-year period to continue the Healthy Homes Production Program.

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



Housing & Community
Development Department
350 W 6th Street, Suite 312
Dubuque, Iowa 52001-4763
Office (563) 589-4230
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: 2025 Healthy Homes Production Grant Award

DATE: February 11, 2025

INTRODUCTION

This memorandum provides for the approval of the Healthy Homes Production Grant Award and HUD-1044 Form from the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

The City of Dubuque was awarded the Healthy Homes Production Grant in 2022 and applied to HUD in August 2024 to continue the program.

The Healthy Homes Production grant allows the city to serve low-moderate income residents that need help rehabilitating their home to make it healthier. There are many ways the grant can help make a home healthier, such as mitigating moisture intrusion, replacing windows, and removing trip hazards. The grant can be used in a homeowner occupied or renter occupied structure, if the persons living in the structure are low-moderate income.

In 2022, the city was awarded \$2,000,000 over a three-year period to improve 100 units. This grant ends September 1, 2025.

DISCUSSION

The City of Dubuque was awarded \$2,000,000 over a three-year period to continue the Healthy Homes Production Program. Typically, the City of Dubuque staff participate in a negotiation meeting with HUD representatives and at the end of that negotiation a HUD-1044 Assistance Award is sent to the City to be executed within 30 days.

However, this year HUD sent the negotiation package to city staff, but then followed up with an email that negotiations will not take place until a HUD-1044 is signed by the City. The email from HUD with this information provided the City one (1) day to complete the form and return it. Due to the change in process and faster than usual turn around, the City Manager executed the HUD-1044 Assistance Award for the City of Dubuque on

February 6th, 2025, with the understanding that the City Council would have the option to retroactively approve the awarded funds/agreement with HUD. This approval ensured the City of Dubuque would be able to accept the \$2,000,000 to continue a program already accepted by the City Council to serve the goals and priorities of the city.

RECOMMENDATION

I respectfully request City Council accept and approve \$2,000,000 for the Healthy Homes Production grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.

CC: Crenna Brumwell, City Attorney

RESOLUTION NO. _____ - 25

RETROACTIVELY AUTHORIZING THE FILING OF A HUD-1044 ASSISTANCE AWARD FOR THE HEALTHY HOMES PRODUCTION GRANT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

WHEREAS, the deadlines set by outside entities do not always coincide with the meetings of the City Council; and

WHEREAS, the City was provided the Healthy Homes Production HUD-1044 Assistance Award from the U.S. Department of Housing and Urban Development on February 5th, 2025 with a deadline of February 6th, 2025; and

WHEREAS, the City Manager signed the form and seeks retroactive approval of the HUD-1044 Assistance Award from the City Council.

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

Section 1. The Healthy Homes Production HUD-1044 Assistance Award submitted to the United States Department of Housing and Urban Development is approved retroactive to February 6th, 2025.

Passed, approved and adopted this 11th day of February, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, 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 IAHHP0164-24	4. Amendment Number	5. Effective Date of this Action See Block #20	6. Control Number
7. Name and Address of Recipient City of Dubuque City Hall, 50 West 13th Street Dubuque, IA 52001		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	8b. Telephone Number 202-402-3049
10. Recipient Project Manager Alexis Steger, asteger@cityofdubuque.org , 563-589-4230		9. HUD Government Technical Representative TBD	
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		15. HUD Accounting and Appropriation Data	15b. Reservation number
Previous HUD Amount \$.00		8623/250174 23LRHH/LRHHI 00/98 \$2,000,000.00	HHP-15-25
HUD Amount this action \$2,000,000.00			
Total HUD Amount \$2,000,000.00		Amount Previously Obligated \$0.00	
Recipient Amount \$ 00.00		Obligation by this action \$2,000,000.00	
Total Instrument Amount \$2,000,000.00		Total Obligation \$2,000,000.00	

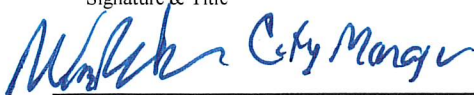
16. Description

Employer Identification: 42-6004593**UEI: F8K7 QWQ5 1936****Program: HH1**

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing 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 2025 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. TITLE 2: FEDERAL FINANCIAL ASSISTANCE - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS <https://www.ecfr.gov/current/title-2/part-200>
9. Notice of Grant Opportunity announced in FR-6800-N-44 Posted date: 09/03/2024

Period of Performance: March 1, 2025 to September 1, 2028 – 42 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) Michael C. Van Milligen		20. HUD (By Name) Loyedi Marie Gedeon	
Signature & Title  City Manager	Date (mm/dd/yyyy) 02/06/2025	Signature & Title LOYEDI GEDEON Digitally signed by LOYEDI GEDEON Date: 2025.02.03 13:23:46 -05'00' , Grant Officer	Date (mm/dd/yyyy)

Form HUD-1044 (8/90)

**INSTRUMENT NO: IAHP0164-24 CITY OF DUBUQUE HUD-1044 AWARD - HUD-1044
AWARD CONTINUATION**

**HUD-1044 AWARD ADDENDUM
DESIGNATING FORMAL NEGOTIATION REQUIREMENTS
(SPECIFIC CONDITIONS)**

The following are special conditions placed on the Grant:

1. Acceptance of this Award does not exempt you from the formal Negotiation process as described in the Welcome Package. You are required to submit a Negotiation package that must include a Budget Narrative and Budget Workbook for approval by HUD. Your grant's Period of Performance will be adjusted after your formal Negotiation is complete.
2. The U.S. Department of Housing and Urban Development (HUD) reserves the right to request additional information, updates, and/or new documents and forms.
3. If you do not provide documents that are satisfactory to the Grant Officer in a timely manner, including not addressing identified issues and problems, your grant will be Terminated.

Alexis Steger

From: Franklin, Oscar V <Oscar.V.Franklin@hud.gov>
Sent: Wednesday, February 5, 2025 4:46 PM
To: Alexis Steger
Cc: Ward, Gail N; Brown, Yolanda A; Simmons, Jonnette H
Subject: RE: IAHP0164-24 City of Dubuque-HUD-1044-TIME SENSITIVE-IMMEDIATE ACTION REQUIRED-DUE FEB. 06, 2025
Attachments: IAHP0164-24 City of Dubuque HUD-1044 Award.pdf
Importance: High

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dear Grant Authorized Official –

We recently sent your Welcome Package, which outlined the required documents needed to complete your Negotiation. Please be advised, the Negotiation will occur after you have signed your HUD-1044 grant agreement. For your convenience, I've attached your HUD-1044.

Please sign and return it to me, your Grant Officer by email, by Thursday, February 06, 2025.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Oscar V. Franklin

Office of Lead Hazard Control & Healthy Homes (OLHCHH)
U.S. Department of Housing and Urban Development (HUD)
Washington, DC | oscar.v.franklin@hud.gov

From: Brown, Yolanda A <yolanda.a.brown@hud.gov>
Sent: Thursday, January 30, 2025 5:37 PM
To: Alexis Steger <asteger@cityofdubuque.org>
Cc: Ward, Gail N <Gail.N.Ward@hud.gov>; Franklin, Oscar V <Oscar.V.Franklin@hud.gov>; Simmons, Jonnette H <Jonnette.H.Simmons@hud.gov>
Subject: IAHP0164-24 City of Dubuque Congratulations FY2024 Healthy Homes Representative (HHP) Awardee! - Please acknowledge receipt
Importance: High

Dear Alexis Steger:

This is your official notification. The U.S. Department of Housing and Urban Development (HUD) is pleased to award your organization the Fiscal Year 2024 Healthy Homes Production (HHP) grant. We are excited that your organization will contribute to HUD's overall effort to make homes safer and healthier.

The Office of Lead Hazard Control and Healthy Homes (OLHCHH) has assigned you this grant number: Grant Number **IAHHP0164-24**. Please include the grant number in the subject line of all emails.

Please thoroughly read the attached documents to complete the negotiation process by the due date. Your organization must complete and return the following documents as separate documents in one email: Budget Workbook, Budget Narrative, LOCCS Access contact and HHGMS contact list.

*****New Grant Orientation, TBD*****

THE COMPLETE NEGOTIATION PACKAGE MUST BE RETURNED BY FRIDAY, FEBRUARY 21, 2025:

1. **Healthy Homes Production (HHP) Grant Program Terms and Conditions-** This document details the grant program terms and conditions, reporting due dates, and other program requirements and is a helpful resource that covers what grant activities are allowable.
2. **Budget Workbook-**See the Instructions tab for using the Budget Workbook. Complete the Name, Grant Number, and Address of Applicant section at the top of the Workbook tab. You must complete a budget worksheet (Orange tab) for each subgrantee/ subrecipient or partner receiving more than 10% of the budget. **Important: Although HUD awarded your organization the FY 2024 HHP grant, some costs and activities may be unallowable, which we will discuss during the negotiation process. The "Sample Tab" demonstrates how to complete the budget workbook.**
3. **Budget Narrative-** This document explains/justifies the estimated costs by line item or category in the budget. All costs listed in the Budget Workbook should have a corresponding detailed explanation in the Budget Narrative. **See the attached Example Budget Narrative.**
4. **LOCCS Access Contact-**Provide the contact information of the person who will coordinate and certify staff needing access to draw down funds in the eLOCCS. Note: HUD will not approve Persons with Interim titles.
5. **HHGMS List Contact form** - The information on this form is used to grant access to Healthy Homes Grant Management System (HHGMS), which is the web-based system used to manage the grant.

A negotiation team that includes a Grant Officer (GO) and a Government Technical Representative (GTR) will contact you and work with you to execute the grant. This process will consist of reviewing the award package documents and holding a formal Negotiation Meeting.

The following staff members from the primary Grantee's agency must attend the formal Negotiation Meeting: The Grant's Authorizing Official (or Representative), the Program Manager/or Principal Investigator, who will manage the day-to-day project activities, and a designated Fiscal Officer.

After the negotiation team (GO and GTR) reviews your submitted documents, they will email your point of contact (POC) to schedule the formal Negotiation Meeting. Typically, we refer to the POC listed on the grant application (SF-424). Please respond to this email with instructions if you wish to assign someone else as the POC.

Again, congratulations! We look forward to a successful grant negotiation and partnership to implement a comprehensive approach to addressing multiple childhood diseases and injuries in the home by focusing on housing-related hazards. If you have questions, do not hesitate to contact your Grant Officer (GO) or Grant Technical Representative (GTR).

We kindly ask that each organization follow these steps in all correspondence:

- Designate one (1) point of contact (POC) for this process.
- Always include the grant number in the subject line of all emails to HUD.
- Save the document file name as Grant number, Organization name, document name, and date.
- Do not combine documents into one PDF; however, Zip files are acceptable.
- The following link is available to assist you in OLHCHH program implementation and compliance:

[OLHCHH – Resources regarding program policy, contacts, and general information](#)

Important Reminder: Although HUD awarded your organization the HHP grant, some cost items may be unallowable, which we will discuss during the negotiation process.

If you have any further questions, please do not hesitate to email me.

Yolanda Brown

Lead and Healthy Homes Program Division Director

451 7th Street SW, Room 8236

Washington, DC 20410

Phone: (202) 402-7596

Cell: 202-903-9576

FAX: (202) 755-1000

Email: Yolanda.A.Brown@hud.gov

It is nice to be important but it is much more important to be nice

OLHCHH Grantee Training site <https://www.gotostage.com/channel/f4a0dda684424a94be27d697e2d04326>

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE: 2025 Older Adult Home Modification Grant Award

SUMMARY: City Manager recommending City Council accept and approve \$1,431,743.21 for the Older Adult Home Modification grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.
RESOLUTION Retroactively Authorizing The Filing Of A HUD-1044 Assistance Award For The Older Adult Home Modification Grant With The United States Department Of Housing And Urban Development

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

ATTACHMENTS:

1. MVM Memo
2. Memo_to_MVM_OAHMP Grant HUD-1044 Authorization
3. Resolution approving OAHMP 2024 HUD-1044 2-11-25 AMS
4. IALHM0069-24 City of Dubuque-HUD-1044 Cooperative Agreement
5. HUD email OAHMP HUD-1044

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2025 Older Adult Home Modification Grant Award

DATE: February 11, 2025

Housing & Community Development Director Alexis Steger is recommending City Council accept and approve \$1,431,743.21 for the Older Adult Home Modification grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.

The City of Dubuque was among the first cities awarded the Older Adult Home Modification Program in 2021. The program was designed to help residents over the age of 62 safely in their homes. This program focuses on changes in the home that cost less than \$5,000 but provide a safe environment for those with limited mobility that are low-moderate income. Changes that are made to homes using this program include things such as grab bars, bathtub cutouts, raising electrical outlets, and installing chair elevators.

The program requires a certified occupational therapist to meet with the resident and determine the needs in the home to help with safety. The city partners with Unified Therapy Services to complete this evaluation. Once completed, the HEART program installs the needed improvements, and the occupational therapist returns to evaluate the home in its new state to ensure it is safe for the residents.

The 2021 award was for \$1,000,000 and could only be used in homeowner occupied units. This award ends February 16, 2025, so the city reapplied for funding in August of 2024.

Recently the City of Dubuque was awarded \$1,431,743 over a 36-month period to continue the Older Adult Home Modification Program. This round of funding will allow the city to assist homeowner and renter occupied structures.

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



Housing & Community
Development Department
350 W 6th Street, Suite 312
Dubuque, Iowa 52001-4763
Office (563) 589-4230
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: 2025 Older Adult Home Modification Grant Award

DATE: February 11, 2025

INTRODUCTION

This memorandum provides for the approval of the Older Adult Home Modification Grant and HUD-1044 Form from the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

The City of Dubuque was among the first cities awarded the Older Adult Home Modification Program in 2021. The program was designed to help residents over the age of 62 safely in their homes. This program focuses on changes in the home that cost less than \$5,000 but provide a safe environment for those with limited mobility that are low-moderate income. Changes that are made to homes using this program include things such as grab bars, bathtub cutouts, raising electrical outlets, and installing chair elevators.

The program requires a certified occupational therapist to meet with the resident and determine the needs in the home to help with safety. The city partners with Unified Therapy Services to complete this evaluation. Once completed, the HEART program installs the needed improvements, and the occupational therapist returns to evaluate the home in its new state to ensure it is safe for the residents.

The 2021 award was for \$1,000,000 and could only be used in homeowner occupied units. This award ends February 16, 2025, so the city reapplied for funding in August of 2024.

DISCUSSION

The City of Dubuque was awarded \$1,431,743 over a 36-month period to continue the Older Adult Home Modification Program. This round of funding will allow the city to assist homeowner and renter occupied structures.

Typically, the City of Dubuque staff participate in a negotiation meeting with HUD representatives and at the end of that negotiation a HUD-1044 Assistance Award is sent to

the City to be executed within 30 days.

However, this year HUD sent the negotiation package to city staff, but then followed up with an email that negotiations will not take place until a HUD-1044 is signed by the City. The email from HUD with this information provided the City one (1) day to complete the form and return it. Due to the change in process and faster than usual turn around, the City Manager executed the HUD-1044 Assistance Award for the City of Dubuque on February 6th, 2025, with the understanding that the City Council would have the option to retroactively approve the awarded funds/agreement with HUD. This approval ensured the City of Dubuque would be able to accept the \$1,431,743.21 to continue a program already accepted by the City Council to serve the goals and priorities of the city.

RECOMMENDATION

I respectfully request City Council accept and approve \$1,431,743.21 for the Older Adult Home Modification grant from the U.S. Department of Housing and Urban Development and retroactively approve the HUD-1044 Assistance Award for the grant.

CC: Crenna Brumwell, City Attorney

RESOLUTION NO. _____ - 25

RETROACTIVELY AUTHORIZING THE FILING OF A HUD-1044 ASSISTANCE AWARD FOR THE OLDER ADULT HOME MODIFICATION GRANT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

WHEREAS, the deadlines set by outside entities do not always coincide with the meetings of the City Council; and

WHEREAS, the City was provided the Older Adult Home Modification Grant HUD-1044 Assistance Award from the U.S. Department of Housing and Urban Development on February 6th, 2025 with a deadline of February 7th, 2025; and

WHEREAS, the City Manager signed the form and seeks retroactive approval of the HUD-1044 Assistance Award from the City Council.

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

Section 1. The Older Adult Home Modification Grant HUD-1044 Assistance Award submitted to the United States Department of Housing and Urban Development is approved retroactive to February 6th, 2025.

Passed, approved and adopted this 11th day of February, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, 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 IALHM0069-24	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 52002		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 Bria Trimble, Bria.Trimble@hud.gov	8b. Telephone Number 202-402-3049
10. Recipient Project Manager Alexis Steger, asteger@cityofdubuque.org , 563-589-4230		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 LHM \$ 1,431,743.21 Total HUD Amount \$ 1,431,743.21 Recipient Amount \$ Total Instrument Amount \$ 1,431,743.21		15. HUD Accounting and Appropriation Data 8623/250174 23LRHM/LHMO LHM 00/98 = \$1,431,743.21 Amount Previously Obligated \$0.00 Obligation by this action \$1,431,743.21 Total Obligation \$1,431,743.21	
		15b. Reservation number OAHMP-44-24	

16. Description

Employer Identification: 42-6004593

UEI: F8K7 QWQ5 1936

Program: LHM

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: **Please see attached HUD Continuation Addendum.**

- Cover Page, HUD 1044
- FY 2025 Terms and Conditions
- Statement of Work/Work Plan/Benchmark Standards
- Grantee's financial and technical proposal
- Mutually agreed and negotiated proposal changes
- Abstract of grant activities
- Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"
- TITLE 2: FEDERAL FINANCIAL ASSISTANCE- PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS <https://www.ecfr.gov/current/title-2/part-200>
- Notice of Grant Opportunity announced in FR-6800-N-69 Posted date: 11/19/24

Period of Performance: March 1, 2025 to March 1, 2028 – 36 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) Michael C. Van Milligen Signature & Title <i>Michael C. Van Milligen</i> City Manager		20. HUD (By Name) Bria Trimble, Grant Officer Signature & Title <i>Bria Trimble</i>	
Date (mm/dd/yyyy) 02/06/2025		Date (mm/dd/yyyy) 01/27/2025	

form HUD-1044 (8/90)

Instrument No. IALHM0069-24 City of Dubuque HUD 1044 Continuation Addendum (Formal Negotiation Process)

1. Acceptance of this Award does not exempt you from the formal negotiation process as described in the Welcome Package. You are required to submit a negotiation package that must include a Budget Narrative and Budget Workbook for approval by HUD. Your grant's period of performance will be adjusted after your formal negotiation is complete.
2. HUD may still request additional updates and/or new documents and forms.
3. If you do not provide documents that are satisfactory to the Grants Officer in a timely manner, including you're not addressing problems identified, your grant will be terminated.

Alexis Steger

From: Trimble, Chebria <Chebria.Trimble@hud.gov>
Sent: Thursday, February 6, 2025 4:26 AM
To: Alexis Steger
Subject: IALHM0069-24 City of Dubuque- HUD-1044 Grant Agreement - Time Sensitive Due February 6, 2025
Attachments: IALHM0069-24 City of Dubuque HUD-1044 Award unsigned.pdf
Importance: High

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dear Alexis Steger,

You have received your Welcome Package that outlines the required documents needed to complete your negotiation. The negotiation will occur after you have signed your HUD-1044 grant agreement. For your convenience, I've attached your HUD-1044; please sign and return it by email by **Friday, February 7, 2025**.

If you have any questions, please do not hesitate to contact me.

Thank you,
Bria

Bria Trimble
Grant Specialist/Grant Officer
Office of Lead Hazard Control and Healthy Homes
Grants Services Division
U.S. Department of Housing and Urban Development
451 7th Street SW
Washington, DC 20410
(202) 402-3049
Chebria.Trimble@hud.gov



**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE:	Departmental Name Changes, Code of Ordinances Updates
SUMMARY:	City Attorney recommending City Council adopt ordinance updates related to the changing of City department names. ORDINANCE Amending City Of Dubuque Code Of Ordinances: • Title 2 Boards And Commissions, Chapter 4 Civic Center Advisory Commission, Section 2-4-2 Purpose • Title 9, Motor Vehicles And Traffic, Chapter 7 Operation, Division 3 Operation Of Motorcycles And Motorized Bicycles, Section 9-7-321.275a Use Of Bicycles, Motorcycles In Parks • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-1 Definitions • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-3 Horsedrawn Vehicles, Riding Of Animals Restricted • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-16 Meetings And Gatherings • Title 10 Public Ways And Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-22 Open Season And Hours Generally ORDINANCE Amending City Of Dubuque Code Of Ordinances: • Title 1 Administration, Chapter 7 City Officers And Employees, Section 1-7-1 Bonds Of Officers And Employees • Title 2 Boards And Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3-13 Powers • Title 2 Boards And Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3-14 Reports Provided • Title 12 Airport, Chapter 4 Airport Commission, Section 12-4-13 Powers • Title 13 Public Utilities, Chapter 4 Stormwater Management, Section 13-4-13 Expenses Of Collection Of Charges
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. Memo macro - Crenna

2. NameChange_LeisureServicestoParksandRecreation_020725
3. NameChange_FinanceandBudgettoFinance_020725



CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: MAYOR BRAD M. CAVANAGH & MEMBERS OF THE CITY COUNCIL

DATE: FEBRUARY 12, 2025

RE: DEPARTMENTAL NAME CHANGES, CODE OF ORDINANCES UPDATES

Submitted for your consideration are a host of ordinance updates related to the changing of City department names. These changes are being made to have the names of the departments more publicly reflect the work they perform for the community and names that are common terminology.

The departments impacted are:

Finance Department, previously Finance and Budget Department
Parks and Recreation Department, previously Leisure Services Department

Additionally, while not reflected in the ordinance changes, the Public Information Office is now known as the Communications Office.

I respectfully request Mayor and City Council approval.

ORDINANCE NO. _____ - 25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES:

- **TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 4 CIVIC CENTER ADVISORY COMMISSION, SECTION 2-4-2 PURPOSE**
- **TITLE 9, MOTOR VEHICLES AND TRAFFIC, CHAPTER 7 OPERATION, DIVISION 3 OPERATION OF MOTORCYCLES AND MOTORIZED BICYCLES, SECTION 9-7-321.275A USE OF BICYCLES, MOTORCYCLES IN PARKS**
- **TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-1 DEFINITIONS**
- **TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-3 HORSEDRAWN VEHICLES, RIDING OF ANIMALS RESTRICTED**
- **TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-16 MEETINGS AND GATHERINGS**
- **TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-22 OPEN SEASON AND HOURS GENERALLY**

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

Section 1. Section 2-4-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-4-2: PURPOSE:

The purpose of the commission is to advise the parks and recreation department, the city manager, and the city council and to make recommendations for the optimum utilization of the civic center facility by the widest possible range of users and uses to respond to community needs and demands at the least possible cost to the city.

Section 2. Section 9-7-321.275A of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

9-7-321.275A: USE OF BICYCLES, MOTORCYCLES IN PARKS:

.....

E. It shall be unlawful for any car, truck, motorcycle, or any other type of motorized vehicle to drive on and/or park on any grass area, sidewalk, or trail in any park, recreation

facility, or trail except with the express permission of the parks and recreation director's designee.

. . . .

Section 3. Section 10-5B-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-1: DEFINITIONS:

As used in this article, the following terms shall have the following meanings:

. . . .

PARKS AND RECREATION DIRECTOR: Parks and Recreation Director or Parks and Recreation Director's designee.

. . . .

Section 4. Section 10-5B-3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-3: HORSEDRAWN VEHICLES, RIDING OF ANIMALS RESTRICTED:

Horsedrawn vehicles or the riding of horses or any other domesticated animals used for such purposes is prohibited in any park, parkway, trail, or open space unless permission is granted by the Parks and Recreation Director and thereafter authorized through the issuance of a City special events permit under chapter 4 of this title.

Section 5. Section 10-5B-16 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-16: MEETINGS AND GATHERINGS:

Parks, parkways, trails, open spaces, or portions thereof, are available for reservation for group gatherings during the open park season by contacting the Parks and Recreation Department Office. Such reservations can be made twenty three (23) months in advance. Parks, parkways, trails, open spaces, or portions thereof, shall be cleaned up after use by the party reserving the same. Litter, cans, paper, waste and refuse shall be deposited in receptacles provided therefor.

Section 6. Section 10-5B-22 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-22: OPEN SEASON AND HOURS GENERALLY:

.....

H. The following parks, parkways, trails, open spaces, and park and recreation facilities will be open for use by the public from seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. daily, unless alternate/extended times/hours have been approved by the Parks and Recreation Director, through a special events permit or conditions of a City rental reservation:

.....

Section 7. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ____ day of _____, 2025.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

2-4-2: PURPOSE:

The purpose of the commission is to advise the parks and recreation~~leisure services~~ department, the city manager, and the city council and to make recommendations for the optimum utilization of the civic center facility by the widest possible range of users and uses to respond to community needs and demands at the least possible cost to the city.

9-7-321.275A: USE OF BICYCLES, MOTORCYCLES IN PARKS:

....

E. It shall be unlawful for any car, truck, motorcycle, or any other type of motorized vehicle to drive on and/or park on any grass area, sidewalk, or trail in any park, recreation facility, or trail except with the express permission of the parks and recreation director~~leisure services manager~~'s designee.

....

10-5B-1: DEFINITIONS:

As used in this article, the following terms shall have the following meanings:

....

PARKS AND RECREATION DIRECTOR~~LEISURE SERVICES MANAGER~~: Parks and Recreation Director~~Leisure Services Manager~~ or Parks and Recreation Director~~Leisure Services Manager~~'s designee.

....

10-5B-3: HORSEDRAWN VEHICLES, RIDING OF ANIMALS RESTRICTED:

Horsedrawn vehicles or the riding of horses or any other domesticated animals used for such purposes is prohibited in any park, parkway, trail, or open space unless permission is granted by the Parks and Recreation Director~~Leisure Services Manager~~ and thereafter authorized through the issuance of a City special events permit under chapter 4 of this title.

10-5B-16: MEETINGS AND GATHERINGS:

Parks, parkways, trails, open spaces, or portions thereof, are available for reservation for group gatherings during the open park season by contacting the Parks and Recreation~~Leisure Services~~ Department Office. Such reservations can be made twenty three (23) months in advance. Parks, parkways, trails, open spaces, or portions thereof,

shall be cleaned up after use by the party reserving the same. Litter, cans, paper, waste and refuse shall be deposited in receptacles provided therefor.

10-5B-22: OPEN SEASON AND HOURS GENERALLY:

.

H. The following parks, parkways, trails, open spaces, and park and recreation facilities will be open for use by the public from seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. daily, unless alternate/extended times/hours have been approved by the Parks and Recreation Director~~Leisure Services Manager~~, through a special events permit or conditions of a City rental reservation:

.

ORDINANCE NO. _____ - 25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES:

- **TITLE 1 ADMINISTRATION, CHAPTER 7 CITY OFFICERS AND EMPLOYEES, SECTION 1-7-1 BONDS OF OFFICERS AND EMPLOYEES**
- **TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 3 INVESTMENT OVERSIGHT ADVISORY COMMISSION, SECTION 2-3-13 POWERS**
- **TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 3 INVESTMENT OVERSIGHT ADVISORY COMMISSION, SECTION 2-3-14 REPORTS PROVIDED**
- **TITLE 12 AIRPORT, CHAPTER 4 AIRPORT COMMISSION, SECTION 12-4-13 POWERS**
- **TITLE 13 PUBLIC UTILITIES, CHAPTER 4 STORMWATER MANAGEMENT, SECTION 13-4-13 EXPENSES OF COLLECTION OF CHARGES**

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

Section 1. Section 1-7-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

1-7-1: BONDS OF OFFICERS AND EMPLOYEES:

A. Certain Officers: The following officers of the city shall give official bonds in the following penal sums, the premium being paid by the city, in the form set forth in section 64.2 of the code of Iowa:

City Manager	\$1,000,000.00
Chief Financial Officer	1,000,000.00
City Treasurer	1,000,000.00

. . . .

Section 2. Section 2-3-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review the actions and decisions of the Chief Financial Officer and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;

. . . .

Section 3. Section 2-3-14 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-3-14: REPORTS PROVIDED:

The Chief Financial Officer must provide the commission with monthly, quarterly, and annual reports prepared by the Chief Financial Officer and the city's financial advisors.

Section 4. Section 12-4-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

12-4-13: POWERS:

. . . .

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the Chief Financial Officer to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof.

Section 5. Section 13-4-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

13-4-13: EXPENSES OF COLLECTION OF CHARGES:

The incremental cost of collecting and accounting for all stormwater management charges, including reasonable compensation to the city treasurer; the maintenance of all books and records; the employment of necessary personnel; the cost of all books, records, materials and supplies; the obtaining and maintaining of all office and storage space; and all other costs and expenses reasonably necessary in connection therewith or incidental thereto, shall be a part of the cost of operating the stormwater utility and shall be incurred when the city treasurer, in the exercise of his or her judgment, shall so determine. The incremental cost thereof shall be deducted by the Chief Financial Officer, upon his or her certification as to the amount thereof, from the remittance to which it relates, subject to the condition that any proposed change in any method of computing such incremental cost may be effective prospectively only and only after such proposed change shall have been submitted to and approved by the city council.

Section 6. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ____ day of _____, 2025.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitsfelder, City Clerk

EFFECT OF AMENDMENT

1-7-1: BONDS OF OFFICERS AND EMPLOYEES:

A. Certain Officers: The following officers of the city shall give official bonds in the following penal sums, the premium being paid by the city, in the form set forth in section 64.2 of the code of Iowa:

City Manager	\$1,000,000.00
Director of Finance and Budget <u>Chief Financial Officer</u>	1,000,000.00
City Treasurer	1,000,000.00

....

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review the actions and decisions of the ~~director of finance and budget~~Chief Financial Officer and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;

....

2-3-14: REPORTS PROVIDED:

The ~~director of finance and budget~~Chief Financial Officer must provide the commission with monthly, quarterly, and annual reports prepared by the ~~director of finance and budget~~Chief Financial Officer and the city's financial advisors.

12-4-13: POWERS:

....

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the ~~director of finance and budget~~Chief Financial Officer to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof.

13-4-13: EXPENSES OF COLLECTION OF CHARGES:

The incremental cost of collecting and accounting for all stormwater management charges, including reasonable compensation to the city treasurer; the maintenance of all

books and records; the employment of necessary personnel; the cost of all books, records, materials and supplies; the obtaining and maintaining of all office and storage space; and all other costs and expenses reasonably necessary in connection therewith or incidental thereto, shall be a part of the cost of operating the stormwater utility and shall be incurred when the city treasurer, in the exercise of his or her judgment, shall so determine. The incremental cost thereof shall be deducted by ~~the director of finance and budget~~the Chief Financial Officer, upon his or her certification as to the amount thereof, from the remittance to which it relates, subject to the condition that any proposed change in any method of computing such incremental cost may be effective prospectively only and only after such proposed change shall have been submitted to and approved by the city council.

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE: Work Session Request: Public Presentation of the The Sports Complex Feasibility Study

SUMMARY: City Manager recommending the City Council schedule a work session at 5:15 p.m. on March 17, 2025 for a Public Presentation of The Sports Complex Feasibility Study by RDG Planning & Design and Johnson Consulting.

SUGGESTED DISPOSITION: Receive and File; Council

ATTACHMENTS:
1. MVM Memo

TO: The Honorable Mayor and City Council Members

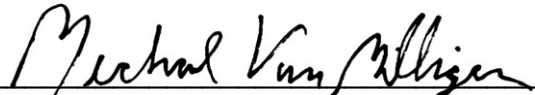
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session Request: Public Presentation of The Sports Complex Feasibility Study

DATE: February 11, 2025

The Dubuque Racing Association (DRA) commissioned a sports complex facility feasibility study with funding support from Dubuque Initiatives. The DRA has donated the study results to the City of Dubuque so the information will be available to anyone in the community considering working on such a project.

I respectfully recommend Mayor and City Council approval to schedule a work session at 5:15 p.m. on March 17, 2025, for a public presentation of the Sports Complex Feasibility Study by RDG Planning & Design and Johnson Consulting.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian Rakestraw, Interim President and CEO Dubuque Racing Association

**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