CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
June 16, 2025 at 6:30 PM

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ROLL CALL ORDER FOR MEETING

Wethal, Cavanagh, Roussell, Resnick, Farber, Sprank

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. **Stonehill Communities Longest Day (June 20, 2025)**
   On behalf of Stonehill Communities.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of June 2, 2025; Arts and Cultural Affairs Advisory Commission of April 22, 2025; Arts and Cultural Affairs Advisory Commission - Art

on the River Committee of May 15 and June 12, 2025; Community Development Advisory Commission of April 16, 2025; Zoning Advisory Commission of May 7, 2025; Proof of Publication for City Council Proceedings of May 19, 2025.
Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**
Theresa White 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: Brandon and Jessica Rethwisch for property damage; Theresa White 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 Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2025 – Period 12**
City Manager recommending City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements.
RESOLUTION Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner For The FY 2025 For The City Of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Dubuque Golf & Country Club July 4th Fireworks Permit**
City Manager recommending City Council approval to issue a Fireworks Permit to Lance Marting with the Dubuque Golf & Country Club for a fireworks display at 1800 Randall Place on July 4, 2025, at approximately 9:30 p.m. with a rain date of July 5, 2025, same time. Correspondence is enclosed from Lance Marting, General Manager/CEO of Dubuque Golf and Country Club, requesting approval for the country club to conduct the fireworks display.
Suggested Disposition: Receive and File; Approve

7. **Final Plat of Summers Place**
Zoning Advisory Commission recommending approval of the Final Plat of Summers Place.

RESOLUTION Approving The Final Plat Of 65 Meadow Lane Summers Place, In The City Of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Locust Street Ramp Repairs Project - Acceptance of Public Improvement Construction Contract**
City Manager recommending City Council adopt the resolution to accept the improvements and to authorize the payment of the final contract amount of $38,896.64 to Restoration & Renovation Services, LLC for the Locust Street Ramp Repairs Project.
RESOLUTION Accepting The Locust Street Ramp Repairs Project And Authorizing The Payment To The Contractor
Suggested Disposition: Receive and File; Adopt Resolution(s)

9. **Fire Station 6 Roof Replacement Project - Award Recording Memo**
City Manager recommending City Council award the construction contract for the Fire Station 6 Roof Replacement Project through the adoption of the attached resolution to Jim Giese Commercial Roofing in the amount of $81,180.00 which is 4.49% below the architect's estimate.
RESOLUTION Awarding Public Improvement Contract For The Fire Station 6 Roof Replacement Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **E 24th Street Site Contaminated Soil Removal Project (Comiskey Park Property) - USEPA Brownfields Multipurpose Grant: Acceptance of Public Improvement Construction Contract**
City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $69,610.50 to Top Grade Excavating, Inc. for the East 24th Street Site Contaminated Soil Removal Project.
RESOLUTION Accepting The East 24th Street Site Contaminated Soil Removal Project And Authorizing Final Payment To The Contractor
Suggested Disposition: Receive and File; Adopt Resolution(s)

11. **2025 Pavement Marking Project - Award Public Improvement Contract**
City Manager recommending City Council award the construction contract for the 2025 Pavement Marking Project through adoption of the attached resolution to Ostrom Painting & Sandblasting, Inc. in the amount of $200,347.77 which includes the alternate bid items for the proposed bike lane pilot project pavement markings and is 11% under the Engineers' estimate.
RESOLUTION Awarding Public Improvement Contract For The 2025 Pavement Marking Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

12. **Resolutions of Support for Iowa State Historic Preservation Tax Credit Part 2B Applications**

City Manager recommending City Council approve the attached Resolutions of Support for the Iowa State Historic Preservation Tax Credit Part 2B Applications being submitted by multiple developers for redevelopment of three properties in downtown Dubuque at the following locations: 799 Main Street, 1706 Central Avenue, and 125 W 9th Street.
RESOLUTION In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By 799 Main, LLC For A Historic Rehabilitation Project At 799 Main Street
RESOLUTION In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By Rider Lacey Block, LLC For A Historic Rehabilitation Project At 1706 Central Avenue
RESOLUTION In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By Henry Stout, LLLP For A Historic Rehabilitation Project At 125 W 9th Street

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

13. **20th Century Neighborhood Intensive Historic and Architectural Surveys for the Deereville and Voelker Highlands Neighborhoods**
Historic Preservation Commission providing information on the 20th Century Neighborhood Intensive Historic and Architectural Surveys performed by Heritage Works for the Deereville and Voelker Highlands neighborhoods.
Suggested Disposition: Receive and File

14. **Tow Contract Award FY2026-FY2028**
City Manager recommending City Council approval of the FY 2026-FY2028 City of Dubuque Tow Contract being awarded to Wenzel Towing, 3197 Hughes Ct., Dubuque, Iowa, as recommended by the City of Dubuque Tow Contract Awards Committee.
Suggested Disposition: Receive and File; Approve

15. **Signed Contract(s)**
McDermott Excavating for the Creek Crossing Restoration - Radford Road; Westphal & Company, Inc. for the Water Utility SCADA Upgrade Change Order No. 1.
Suggested Disposition: Receive and File

16. **Temporary Agreement between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque**
Senior Counsel recommending City Council adopt the attached resolution approving the Temporary Agreement authorizing ITC Midwest, LLC to operate an electic transmission system in the City of Dubuque until the franchise agreement takes effect but no later than March 31, 2026.
RESOLUTION Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque

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

17. **Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation Approval**
City Manager recommending City Council approval of the Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation which includes management of the ImOn Arena.
RESOLUTION Approving The Schmitt Island Management Agreement First Amendment Between The City Of Dubuque And The Schmitt Island Development Corporation
Suggested Disposition: Receive and File; Adopt Resolution(s)

18. **Civil Service Certified List - Police Officer**
Civil Service Commission submitting the certified list for the position of Police Officer.
Suggested Disposition: Receive and File; Make Matter of Record

19. **Retail Alcohol License Refund - Hy-Vee Market Cafe #3**
Request from Hy-Vee Market Cafe #3 for a refund of Retail Alcohol License No. LC0041572 that was located at 400 Locust Street due to alcohol no longer sold at the premises.
Suggested Disposition: Receive and File; Approve

20. **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)

21. **Approval of Retail or Device Tobacco, Alternative Nicotine, and Vapor Product Permit Applications**
City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted.
RESOLUTION Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3
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. **Setting a Public Hearing - Petition to Vacate Certain Street and Alley Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa For Vacating Petition from Elaine Reiss and Doug Blong**
   City Manager recommending City Council set a public hearing for July 7th, 2025, in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street) for the vacating of certain street and alley right of way easements in Julien Addition, in the City of Dubuque, Iowa.
   RESOLUTION Resolution Of Intent To Vacate And Dispose Of City Interest In Certain Street And Alley Easements In Julien Addition, City Of Dubuque, Iowa
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for July 7, 2025

2. **Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage - Initiate Public Bidding Process and Setting Date for a Public Hearing**
   City Manager recommending City Council authorize the public bidding process and set a public hearing for July 7, 2025, and to approve the preliminary plans, specifications, form of contract and estimated cost of $4,450,000 for the 2025 Repair and Maintenance of the Iowa Street Parking Garage through the adoption of the attached resolution.
   RESOLUTION 2025 Repair And Maintenance Of The Iowa Street Parking Garage: 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
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for July 7, 2025

3. **Water System Improvements 2024 North English Road Water Main Extension project - Initiate Public Bidding and Set the Public Hearing Date**
   City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of $1,620,000.00 for the Water System Improvements 2024 North English Road Water Main Extension project, set the public hearing date of July 21, 2025, and hereby authorize the Water Department to advertise the project for public bidding.
   RESOLUTION To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and the taking of bids therefor
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for July 21, 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.

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring Jackson Park District term of Esser)
Applicant:
Janice Esser, 1072 Locust St. - Qualifies for Jackson Park District

2. Boards and Commission Appointments

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

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2027
(Vacant At-Large - lives or works outside the cultural and entertainment district term of Menchaca)
One, 3-Year term through June 30, 2028
(Expiring Business Professional - lives or works in the cultural and entertainment district term of Hefel)
Two, 3-Year terms through June 30, 2028
(Expiring Public Member – knowledge and demonstrated interest in the arts terms of Davis-Orwoll and Halder)
Applicants:

Jim Albee, 535 West 5th St.
Shirley Davis-Orwoll, 2635 West 32nd St.
Nick Halder, 876 S. Grandview Ave.
Aaron Hefel, 515 1/2 West 8th St.
Bree Hernandez, 1298 Locust St.
Mary Loney-Bichell, 595 West 11th St.
Rodrigo Marin, 2240 Central Ave.
Sarah Ndagire, 1536 Kehl Ct.
Jessica Ochoa, 1970 Hale St.
(see table on the following page for qualifications)

	Qualifies as		
Applicant	**At -Large** - lives or works outside the cultural and entertainment district.	**Business Professional** - lives or works in the cultural and entertainment district	**Public Member** - knowledge and interest in one or more areas of the arts
Jim Albee	X		X
Shirley Davis-Orwoll	X		X
Nick Halder	X	X	X
Aaron Hefel		X	X
Bree Hernandez	X		X
Mary Loney-Bichell	X		X
Rodrigo Marin	X		X
Sarah Ndagire	X	X	X
Jessica Ochoa	X		X

Board of Library Trustees
One, 4-Year term through July 1, 2029 (Expiring term of Gorton)
Applicants:
Tom Brennan, 3275 Cider Rdg.
Jessica Connery, 4612 Camelot Dr.
Nicole O'Brien, 2691 Ravens Oaks Dr.

Civic Center Advisory Commission
Three, 3-Year terms through June 29, 2028 (Expiring terms of Blau, Meyers, and Tandy)
Applicants:
McKenzie Blau, 1548 Pego Ct.
Colleen Myers, 65 North Booth St.
Ashley Regan, 1100 N Booth St.
Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring West 11th District term of Stuter)
Applicant:
Charles (Rick) Stuter, 1296 Prairie St. - Qualifies for West 11th District

Park and Recreation Advisory Commission
Three, 3-Year terms through June 30, 2028 (Expiring terms of Henkel, Jorgenson, and Ollendick)
Applicants:

Jason Henkel, 1888 Saint Joseph St.
Josh Jorgenson, 3030 Judson Ct.
Lori Ollendick, 1390 Oak Park Pl.
Mya Schaefer, 1720 Plymouth Ct.
Greg Swift, 2150 Fairway Dr.

Resilient Community Advisory Commission
One, 3-Year term through July 1, 2028 (Expiring term of Kohlhaas)
Applicant:
Jacob Kohlhaas, 1125 Richards Rd.

Transit Advisory Board
One, 3-Year term through July 30, 2027 (Vacant term of Esser)
Applicant:
Gary Wernimont, 736 University Ave.

Zoning Advisory Commission
Two, 3-Year terms through July 1, 2028 (Expiring terms of Mulligan and Norton)
Applicants:
Matthew Mulligan, 1167 Hunters Rdg.
Patrick Norton, 920 Valentine Dr.
Dylan Schwering, 1741 Dexter St.
Casey Stoyke, 3960 Oneida 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 1395 Washington Street**
   Proof of publication on notice of public hearing to consider a request from Ian Stormont to rezone 1395 Washington from C-4 Downtown Commercial to C-1 Neighborhood 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 1395 Washington Street (Pin 1024430010) From C-4 Downtown Commercial District To C-1 Neighborhood Commercial District
   Suggested Disposition: Receive and File; Motion B; Motion A

2. **Request to Rezone Property at June Drive**
   Proof of publication on notice of public hearing to consider a request from Josh Ramler, Ramler Construction, to rezone a portion of the end of June Drive, PIN 1034478001, from AG Agriculture to R-1 Single Family Residential 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 The West Terminus Of June Drive From AG Agriculture District To R-1 Single-Family Residential District
Suggested Disposition: Receive and File; Motion B; Motion A

3. **Unified Development Code Amendment on Restaurant, Carry-Out**
Proof of publication on notice of public hearing to consider a request from the City of Dubuque to amend the Unified Development Code to include a definition for Restaurant, Carry-Out and modify the definition of Restaurant, Drive-In/Carry-Out and to allow for Restaurant, Carry-Out (not including drive-in) as a Permitted Use in the C-2 Neighborhood Shopping Center, C-4 Downtown Commercial, and CR Commercial Recreation zoning districts and as a Conditional Use in the C-1 Neighborhood 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 Amending Sections 16-2-3 Definitions, 16-5-10 C-1 Neighborhood Commercial, 16-5-11 C-2 Neighborhood Shopping Center, 16-5-14 C-4 Downtown Commercial, And 16-5-17 Cr Commercial Recreation By Adding The Restaurant, Carryout Definition And Making It A Principal Permitted Use In C-2, C-4, And CR Districts And A Conditional Use In The C-1 District
Suggested Disposition: Receive and File; Motion B; Motion A

4. **Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC**
Proof of publication on notice of public hearing to consider City Council approval of the Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC for private storm sewer and rip rap over City owned Northwest Arterial Right of Way, and City Manager recommending approval.
RESOLUTION Disposing Of City Interest By Grant Of Storm Sewer Utility Easement To Switch Development At JFK, LLC Across Part Of
The Northwest Arterial Right Of Way Adjacent To Lot 1 Of Switch Development @ JFK No. 4, In The City Of Dubuque, Iowa
RESOLUTION Granting A Storm Sewer Utility Easement To Switch Development At JFK, LLC Across Part Of The Northwest Arterial Right Of Way Adjacent To Lot 1 Of Switch Development @ JFK No. 4, In The City Of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

5. **Approving the Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC**
Proof of publication on notice of public hearing to consider City Council approve the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC Commercial Street (aka East Seventh Street) Lease, and City Manager recommending approval.
RESOLUTION Approving The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Viterra Usa Grain, LLC For Commercial Street Lease

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

6. **Resolution Approving a Development Agreement with Plastic Center, Inc.**
   Proof of publication on notice of public hearing to consider City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc. for the redevelopment of 408 W 5th Street, and City Manager recommending approval.
   RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Plastic Center, Inc., Including The Issuance Of Urban Renewal Tax Increment Revenue Obligations
   Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Proceedings for Public Hearing on the Issuance of Not to Exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project**
   Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project, the proceeds of which will be used to fund the Track Line Sanitary Sewer Reconstruction Project, and City Manager recommending approval.
   RESOLUTION Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)
   Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Proceedings for Public Hearing for the Issuance of Not to Exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2**
   Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $15,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project Phase II Project, and City Manager recommending approval.
   RESOLUTION Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement
   Suggested Disposition: Receive and File; Adopt Resolution(s)

9. **Proceedings for Public Hearing for the Issuance of Not to Exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork**
   Proof of publication on notice of public hearing to consider City Council approval of

the suggested proceedings for a public hearing on the issuance of not to exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork Project, and City Manager recommending approval.
RESOLUTION Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)
Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **Proceedings for Public Hearing for the Issuance of Not to Exceed $3,400,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork**
    Proof of publication on notice of public hearing to consider City Council approval on the issuance of a not to exceed $3,400,000 Sewer Revenue Capital Loan Notes Planning and Design Loan, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork, and City Manager recommending approval.
    RESOLUTION Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)
    Suggested Disposition: Receive and File; Adopt Resolution(s)

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council. Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 5 minutes and the overall Public Input period is limited to 30 minutes. Under the Iowa Open Meetings Law, the City Council can take no formal action on comments given during Public Input which do not relate to Action Items on the Agenda.

ACTION ITEMS

These are items where discussion is held by the City Council - public comments are not allowed except where authorized by the Mayor.

1. **Proposed Ordinance Change to Title 7 Chapter 5 Article A Section 10 Related to Fireworks**
    City Manager recommending City Council approval of changes to Title 7 Chapter 5 Article A Section 10 Related to Fireworks.
    ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 7 Police, Fire, And Public Safety, Chapter 5 Offenses, Article A Section 10 Projectiles, Slingshots,

Knuckles Of Metal Or Other Material, Other Weapons, And Fireworks
Suggested Disposition: Receive and File; Motion B; Motion A

2. **Fire Headquarters HVAC Replacement Project - Award Public Improvement Project**
   City Manager recommending City Council award the public improvement contract for the 2025 Fire Headquarters HVAC Replacement Project to Giese Sheet Metal Co. Inc. in the amount of $451,500.00, which is 30% below the engineer's estimate, through the adoption of the attached resolution.
   RESOLUTION Awarding Public Improvement Contract For The Fire Headquarters HVAC Replacement Project
   Suggested Disposition: Receive and File; Adopt Resolution(s)

3. **South Pointe Subdivision Park Plan for Approval**
   City Manager recommending City Council approval of the South Pointe subdivision park plan provided by Dubuque South Pointe, L.L.C.
   Suggested Disposition: Receive and File; Approve

4. **Five Flags Civic Center Management Agreement Between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG Approval**
   City Manager recommending City Council approval of the Five Flags Civic Center Management Agreement between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG.
   Suggested Disposition: Receive and File; Approve

5. **PFAS Litigation**
   City Attorney providing information on a settlement award resulting from PFAS Litigation against 3M.
   Suggested Disposition: Receive and File

6. **Amending Fiscal Year 2026 Water Rates under City of Dubuque Code of Ordinances**
   City Manager recommending City Council approval to amend ordinances that reduces the Fiscal Year 2026 Water Rate increase from 9% to 8%.
   ORDINANCE Establishing The City Of Dubuque Code Of Ordinances Title 13 Public Utilities Chapter 1 Water Use And Service, Article C Rates Section 13-1C-2 Fixing Water Rates For Fire Sprinkler Service
   ORDINANCE Establishing City Of Dubuque Code Of Ordinances Title 13 Public Utilities, Chapter 1 Water Use And Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates For Residential, Commercial, Industrial, And All Other Uses
   Suggested Disposition: Receive and File; Motion B; Motion A

7. **Request for City Council Ratification of Teamsters Local 120, Mixed, July 1, 2025, Collective Bargaining Agreement (CBA)**
   City Manager recommending City Council ratification of the City of Dubuque/Teamsters Local 120 Mixed (BU-0503 & BU-0229) Collective Bargaining

Agreement to become effective July 1, 2025.
Suggested Disposition: Receive and File; Approve

8. **Ordinance Amendment: Civil Service Commission Membership**
City Clerk recommending City Council adopt an ordinance changing the number of Civil Service Commissioners from three to five, effective August 16, 2025.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 2 Civil Service Commission, Sections 2-2-5 Membership And 2-2-7 Terms For The Expansion Of The Commission Pursuant To State Law
Suggested Disposition: Receive and File; Motion B; Motion A

9. **Ordinance Amendment: Mayor and City Council Compensation**
City Clerk submitting an amendment to City Code Section 1-6-2 to adjust the salaries of the Mayor and City Council Members, effective January 1, 2026, in accordance with the recommendation of the Mayor and City Council Compensation Task Force, which was adopted by the City Council at its June 2, 2025 meeting.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 1 Administration, Chapter 6 Mayor And City Council, Section 2 Compensation
Suggested Disposition: Receive and File; Motion B; Motion A

10. **July/August 2025 City News Newsletter**
City Manager providing a copy of the July/August 2025 issue of the City News newsletter, which will be mailed with utility bills from June 12 - July 2. It is also available online at www.cityofdubuque.org/citynews
Suggested Disposition: Receive and File

11. **Updated Handout - New Housing Creation**
City Manager providing a copy of the updated handout on new housing units approved, under review, under construction, or recently completed in Dubuque.
Suggested Disposition: Receive and File

12. **Work Session Request: Four Mounds Foundation**
City Manager recommending City Council schedule a work session for the Four Mounds Foundation on July 7, 2025, at 6:00 p.m. to present
an annual overview of their work.
Suggested Disposition: Receive and File; Council

13. **Work Session Request: Dubuque Nature Everywhere**
City Manager recommending City Council schedule a work session for Dubuque Nature Everywhere on July 21, 2025, at 5:30 p.m. to present an overview of their work.
Suggested Disposition: Receive and File; Council

14. **Work Session Request: Precision Policing Center**
City Manager requesting City Council schedule a work session for an update on the Precision Policing Center from Chief of Police Jeremy Jensen on September 8,

2025, at 6:00 p.m. to be held at the Dubuque Law Enforcement Center, including an outside drone demonstration.
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.

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June 16, 2025

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE: Stonehill Communities Longest Day (June 20, 2025)

SUMMARY: On behalf of Stonehill Communities.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, Alzheimer's disease is a growing public health crisis, affecting more than 6 million Americans and millions more around the world who serve as caregivers, advocates and loved ones; and

WHEREAS, the Longest Day is a symbolic event held annually on the summer solstice, originated by The Alzheimer's Association, representing the strength, endurance, and dedication of those facing dementia from sunrise to sunset; and

WHEREAS,; on this day of greatest light, communities unite to honor those living with Alzheimer's and those who care for them, we support efforts towards research in hopes of finding a cure; and

WHEREAS, people across the world participate in fundraising activities of their choice to raise awareness and support for those who experience "the longest day" every day in their role as caregiver; and

WHEREAS, we stand with those affected by Alzheimer's and other forms of dementia and renew our commitment to improving the quality of life for all those living with the disease and their caregivers and

WHEREAS, Stonehill is committed to supporting this mission.

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 20th OF JUNE 2025 AS

"Stonehill Communities Longest Day"

IN THE CITY OF DUBUQUE, IOWA AND ENCOURAGE ALL RESIDENTS TO TAKE PART IN SUPPORTING THE LONGEST DAY ON STONEHILL'S CAMPUS

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 16th day of June 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Tracy Connolly, Stonehill Director of Community Relations & Mission Advancement and accepted by: Halle Nichols.

Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of June 2, 2025; Arts and Cultural Affairs Advisory Commission of April 22, 2025; Arts and Cultural Affairs Advisory Commission - Art on the River Committee of May 15 and June 12, 2025; Community Development Advisory Commission of April 16, 2025; Zoning Advisory Commission of May 7, 2025; Proof of Publication for City Council Proceedings of May 19, 2025.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 6 2 25 City Council Minutes
2. Arts and Cultural Affairs Advisory Commission Minutes
3. 5.15.25 Art on the River Committee Minutes
4. 6.12.25 Art on the River Committee Minutes
5. Community Development Advisory Commission Minutes
6. Zoning Advisory Commission Minutes
7. Proof of Publication City Council Proceedings 5 19 25

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:30 p.m. on June 2, 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 to receive an update on the Poverty Reduction Plan.

WORK SESSION
Office of Shared Prosperity & Neighborhood Support Poverty Reduction Plan: Update Report

Office of Shared Prosperity and Neighborhood Support Director Anderson Sainci and Data Analyst Braden Daniels presented the accomplishments of the Equitable Poverty Reduction and Prevention Plan and provide an update on community-level data on poverty reported by the U.S. Census Bureau. In response to questions, Sainci outlined the broader community benefits of addressing poverty and emphasized the goal of aligning efforts with other organizations' strategic plans. Daniels confirmed that the Community Foundation of Greater Dubuque (CFGD) collects data on Asset Limited, Income Constrained, Employed (ALICE) individuals and noted that staff can request access to that information.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:27 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 June 2, 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

PRESENTATIONS

1. Travel Dubuque Outstanding Front Line Staff Award to Grand River Center OVG Staff Member Joe Klecker: Travel Dubuque Sales Manager Becky Carkeek re-presented the Travel Dubuque Outstanding Front Line Staff Award to Grand River Center OVG Staff Member Joe Klecker.

PROCLAMATIONS

1. LGBTQIA+ Pride Month (June 2025) was accepted by Chuck Harris, Ali Levasseur, Timothy Krueger, Indigo Perry, and Danny Sprank on behalf of Dubuque Pride, Inc., The Dubuque LGBTQ+ Resource Network, and Ritual Beauty.

2. Juneteenth National Independence Day (June 19, 2025) was accepted by Multicultural Family Center Assistant Director Karla Escobar and Board Members Mary Ann Conzett and Anthony Allen on behalf of the Multicultural Family Center.

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 May 19, 2025; Airport Commission of March 25, 2025; Equity and Human Rights Commission of April 8, 2025; Historic Preservation Commission of April 17, 2025; Housing Commission of January 28, 2025; Long Range Planning Advisory Commission of March 19, 2025; Mayor and City Council Compensation Task Force Minutes of May 21, 2025; Park and Recreation Commission of April 7, 2025; Zoning Board of Adjustment of April 24, 2025; Proof of Publication for City Council Proceedings of April 24, April 28, and May 5, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Brandon and Jessica Rethwisch for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 178-25 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.

4. Resolution Supporting Iowa State Historic Preservation Tax Credit Part 2B Application for St. Elias The Prophet Greek Orthodox Church at 419 N. Grandview Avenue: Upon motion the documents were received and filed, and Resolution No. 179-25 In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By St. Elias The Prophet Greek Orthodox Church For A Historic Rehabilitation Project At 419 N. Grandview Ave. was adopted.

5. 2025 July 3rd Fireworks Permit: City Manager recommended City Council approval to issue a Fireworks Permit to Perry Mason with Radio Dubuque for the fireworks display on July 3, 2025, at approximately 9:45 p.m. along Volunteer Drive. Upon motion the documents were received, filed, and approved.

6. Rustic Point Park Concept Plan Approval: Upon motion the documents were received, filed, and approved.

7. Fiscal Year 2025 Contracted Services Agreements: City Manager recommended City Council approval of Fiscal Year 2025 Contracted Services Agreements with Community Solutions of Eastern Iowa in the amount of $13,000, Four Mounds Heart Program in the amount of $10,000, and Hawkeye Area Community Action Program in the amount of $70,000. Upon motion the documents were received, filed, and approved.

8. Adoption of the Fiscal Year 2026-2030 Community Development Block Grant Consolidated Plan and FY 2026 Annual Action Plan: Upon motion the documents were received and filed, and Resolution No. 180-25 Adopting The Fiscal Year 2026-2030 (Program Year 2025-2029) Community Development Block Grant (CDBG) Consolidated Plan And Fiscal Year 2026 (Program Year 2025) Annual Action Plan was adopted.

9. Amended Citizen Participation Plan: Upon motion the documents were received and filed, and Resolution No. 181-25 Adopting The Amendment Of The Citizen Participation Plan For The Community Development Block Grant Program was adopted.

10. Delegation of Authority for Environmental Certifying Officer in accordance with 24 CFR Part 58: Upon motion the documents were received and filed, and Resolution No. 182-25 Delegating Authority For Environmental Certifying Officer was adopted.

11. Water & Resource Recovery Center Fee Schedule for Fiscal Year 2026: Upon motion the documents were received and filed, and Resolution No. 183-25 Establishing The Schedule Of Rates For The Disposal Of Private Hauled Waste To The Water & Resource Recovery Center As Provided For In 13- 2B-8(F) Of The City Of Dubuque Code Of Ordinances and No. 184-25 Establishing The Schedule Of Rates For The Analysis Of Water Samples At The Water & Resource Recovery Center State-Certified Environmental Lab were adopted.

12. Acceptance of Grant of Easement for Sanitary Sewer Utility and Sanitary Sewer Access across Switch Development at JFK, LLC and Atera 194, 3339 JFK Rd, Dubuque, LLC Property at JFK Rd. and West 32nd Street in Dubuque: Upon motion the documents were received and filed, and Resolution No. 185-25 Accepting A Grant Of Easement For Sanitary Sewer Utility And Sanitary Sewer Access

Through, Under And Across Parts Of Lot 1 And Lot 2 Of Switch Development @ JFK No. 4, And Lot 2 Of Switch Development @ JFK No. 2, And Lot 1 Of Switch Development @ JFK No. 3, In The City Of Dubuque, Iowa was adopted.

13. Project Statement to Master Co-Location and Shared Services Agreement between the City of Dubuque and Dubuque County: City Manager recommended City Council approval of a Project Statement for the collaboration between the City and County on providing fiber connectivity that will allow the County to connect multiple County facilities in a redundant “loop”, increasing capacity, safety and security of the County IT system. Upon motion the documents were received, filed, and approved.

14. Consumer Confidence Water Quality Report 2025: City Manager provided notification of the City of Dubuque Consumer Confidence Water Quality Report 2025 which will be published documenting the 2024 water quality results. Upon motion the documents were received and filed.

15. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 186-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 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 Sprank. Motion carried 7-0.

1. Setting a Public Hearing for the Granting of a Storm Sewer Utility Easement to Switch Development at JFK, LLC: Upon motion the documents were received and filed and Resolution No. 187-25 Intent To Dispose Of City Interest By Grant Of Storm Sewer Utility Easement To Switch Development At JFK, LLC Across Part Of The Northwest Arterial Right Of Way Adjacent To Lot 1 Of Switch Development @ JFK No. 4, In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

2. Setting a Public Hearing on the Proposed Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC: Upon motion the documents were received and filed and Resolution No. 188-25 Setting A Public Hearing To Consider The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Viterra USA Grain, LLC For Commercial Street Property was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

3. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2: Upon motion the documents were received and filed and Resolution No. 189-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $15,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

4. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $3,600,000 Sewer Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program)

Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork: Upon motion the documents were received and filed and Resolution No. 190-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $3,600,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

5. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $3,400,000 Sewer Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork: Upon motion the documents were received and filed and Resolution No. 191-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $3,400,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

6. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $500,000 Sewer Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Track Line Sanitary Sewer Reconstruction Project: Upon motion the documents were received and filed and Resolution No. 192-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $500,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

7. Resolution Setting Public Hearing on a Proposed Development Agreement with Plastic Center, Inc.: Upon motion the documents were received and filed and Resolution No. 193-25 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 Plastic Center, Inc., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 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. Arts and Cultural Affairs Advisory Commission: One, 3-Year At-Large term through June 30, 2027 (Vacant At-Large - lives or works outside the cultural and entertainment district term of Menchaca); One, 3-Year Business Professional term through June 30, 2028 (Expiring Business Professional - lives or works in the cultural and entertainment district term of Hafel); Two, 3-Year Public Member terms through June 30, 2028 (Expiring Public Member – knowledge and demonstrated interest in the arts terms of Davis-Orwoll and Harder). Applicants: Jim Albee, 535 West 5th St. (qualifies for at-large and public member); Shirley Davis-Orwoll, 2635 West 32nd St. (qualifies for at-large and public member) Nick Halder, 876 S. Grandview Ave. (qualifies for at-large, business professional, and public member); Aaron Hefel, 515 1/2 West 8th St. (qualifies for business professional and public member); Bree Hernandez, 1298 Locust St. (qualifies for at-large and public member); Mary Loney-Bichell, 595 West 11th St. (qualifies for at-large and public member); Rodrigo Marin, 2240 Central Ave. (qualifies for at-large and public member); Sarah Ndagire, 1536 Kehl Ct. (qualifies for at-large, business professional, and public member); Jessica Ochoa, 1970 Hale St. (qualifies for at-large and public member). Albee and

Ochoa spoke in support of their applications. Breitfelder stated that Davis-Orwoll, Halder, and Ndagire submitted written input in support of their applications.

2. Board of Library Trustees: One, 4-Year term through July 1, 2029 (Expiring term of Gorton). Applicants: Tom Brennan, 3275 Cider Rdg.; Jessica Connery, 4612 Camelot Dr.; Nicole O'Brien, 2691 Ravens Oaks Dr. Connery spoke in support of her application.

3. Civic Center Advisory Commission: Three, 3-Year terms through June 29, 2028 (Expiring terms of Blau, Meyers, and Tandy). Applicants: McKenzie Blau, 1548 Pego Ct.; Colleen Myers, 65 North Booth St.; Ashley Regan, 1100 N Booth St.; Sara Tandy, 2307 Martin Dr.

4. Historic Preservation Commission: One, 3-Year term through July 1, 2028 (Expiring West 11th District term of Stuter). Applicant: Charles (Rick) Stuter, 1296 Prairie St.

5. Park and Recreation Advisory Commission: Three, 3-Year terms through June 30, 2028 (Expiring terms of Henkel, Jorgenson, and Ollendick). Applicants: Jason Henkel, 1888 Saint Joseph St.; Josh Jorgenson, 3030 Judson Ct.; Lori Ollendick, 1390 Oak Park Pl.; Mya Schaefer, 1720 Plymouth Ct.; Greg Swift, 2150 Fairway Dr. Breitfelder stated that Ollendick submitted written input in support of her application.

6. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2028 (Expiring term of Kohlhaas). Applicant: Jacob Kohlhaas, 1125 Richards Rd.

7. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Gary Wernimont, 736 University Ave.

8. Zoning Advisory Commission: Two, 3-Year terms through July 1, 2028 (Expiring terms of Mulligan and Norton). Applicants: Matthew Mulligan, 1167 Hunters Rdg.; Patrick Norton, 920 Valentine Dr.; Dylan Schwering, 1741 Dexter St.; Casey Stoyke, 3960 Oneida Ave. Schwering virtually spoke in support of his application.

Appointment was made to the following commission.

1. Civil Service Commission: One, 4-Year term through April 6, 2029. (Expired term of White). Applicant Selected by Mayor Cavanagh for Appointment on April 21, 2025: Miquel Jackson, 2827 Pennsylvania Ave. The other applicant who applied was Dan White, 3580 Pennsylvania Ave. Motion by Farber to approve Mayor Cavanagh’s selection of Jackson to the term. Seconded by Jones. Motion carried 7-0.

PUBLIC HEARINGS

1. Resolution Adopting the Cedar Cross Road Urban Revitalization Plan: Motion by Sprank to receive and file the documents and adopt Resolution No. 194-25 Approving The Urban Revitalization Plan For The Cedar Cross Road Urban Revitalization Area. Seconded by Wethal. Motion carried 7-0.

2. Resolution Approving a Development Agreement with 1301 Central, LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 195-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And 1301 Central, LLC, Including The Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Economic Development Director

Jill Connors summarized the history of the property. Van Milligen stated that the City is partnering with the local nonprofit Dubuque Initiatives to redevelop properties along the Central Avenue corridor, which Connors confirmed spans from 11th to 22nd St. Motion carried 7-0.

3. 2025 Pavement Marking Project Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 196-25 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The 2025 Pavement Marking Project. Seconded by Wethal. In response to a question, Van Milligen stated that remarking Central and White Streets are planned for next year's pavement marking process. Motion carried 7-0.

4. Fire Headquarters HVAC Replacement Project Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 197-25 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Fire Headquarters HVAC Replacement Project. Seconded by Sprank. Motion carried 7-0.

5. Proceedings to Hold Public Hearing for the Issuance of Not to Exceed $761,000 Stormwater Revenue Loan and Disbursement Agreement – Sponsorship Project Amendment 2024 Green Alley Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 198-25 Taking additional action on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement. Seconded by Wethal. Van Milligen clarified that the State Revolving Fund (SRF) low-interest loan program will continue. However, the City is no longer permitted to use interest earned from SRF loans to fund other projects, which was a practice that was previously allowed. He also confirmed that the SRF program is federally funded and indicated that there is no sign it will be discontinued. If the SRF program were to end, the City would instead issue General Obligation (GO) debt, which carries a higher interest rate. Chief Financial Officer Jennifer Larson noted that SRF loans have variable interest rates, with the most recent quarter's rate at 2.84%. In contrast, the City's most recent GO bond sale had an interest rate between 4.5% to 4.7%. Unlike GO bonds, which require a Moody's rating prior to issuance, SRF loans do not require a credit rating. Additionally, because SRF loans are issued as revenue bonds, they do not count against the City's statutory debt limit. Motion carried 7-0.

6. Proceedings for Public Hearing for the Issuance of Not to Exceed $1,600,000 Stormwater Revenue Capital Loan Notes (State Revolving Loan Fund Program) Bee Branch Gate and Pump Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 199-25 Taking additional action on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement. Seconded by Resnick. Motion carried 7-0.

7. Proceedings for Public Hearing for the Issuance of Not to Exceed $2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I: Motion by Sprank to receive and file the documents and adopt Resolution No. 200-25 Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement. Seconded by Jones. Van Milligen stated that the program affects only residential properties and, due to their distribution across the pilot area, the impact to each homeowner should be limited to about 2–3 days. Motion carried 7-0.

PUBLIC INPUT

Mary Klaas, 1405 Lincoln Ave.; Executive Director of the Dubuque Arboretum and Botanical Gardens Jenna Hirtz, 3800 Arboretum Dr.; Art Gilloon, 535 Heritage Dr.; Joan Dahlquist, 790 Caledonia; and William Meyer, 1856 Rhomberg Ave. all spoke regarding Action Item No. 1, requesting the City Council

uphold the Park and Recreation Advisory Commission's recommendation to retain City Code Section 10-5B-4, which prohibits dogs and cats in specific parks—including Eagle Point Park, Murphy Park, Marshall Park, and the Dubuque Arboretum and Botanical Gardens. Their concerns with allowing pets in these parks included animal waste, noise, potential disruption to events held at these locations, and the negative impact on the unique character of the parks. Breitfelder stated that written input was received for Action Item No. 1 by Nicole Gantz; Luann LeConte, 9698 Route 52 S.; John and Nancy Ferry, 3235 Baldwin Dr.; and Art Gilloon, 535 Heritage Dr.

ACTION ITEMS

1. Park and Recreation Advisory Commission Recommendation on City Code 10-5B-4; Dogs and Cats: Motion by Jones to sustain the recommendation of the Park and Recreation Advisory Commission. Seconded by Roussell. When asked to clarify the motion, Brumwell explained that it was to uphold and accept the Park and Recreation Advisory Commission's recommendation not to amend City Code Section 10-5B-4. City Council Members expressed their appreciation to the Commission for its work and acknowledged the significant public input received on the issue. They stated that maintaining the current code struck an appropriate balance between parks that allow pets and those that do not. Council Members recognized the concerns expressed by individuals who prefer not to have dogs in certain parks. While many Council Members noted they are dog owners themselves, they emphasized that the decision reflects the consideration of varying community needs, rather than a matter of choosing sides. They also acknowledged that, although Dubuque is the only major city in Iowa that does not allow pets in all parks, being an outlier in this case is acceptable. It was further suggested that the City could consider adding another dog park. Motion carried 7-0.

2. Resolutions of Support for Workforce Housing Tax Credit Applications for Housing Developments: Motion by Roussell to receive and file the documents and adopt Resolution No. 201-25 Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By 440 W 3rd St, LLC and Resolution No. 202-25 Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By CCI5, LLC. Seconded by Wethal. In response to a question, Connors explained that the Iowa Economic Development Authority (IEDA) relies on local municipalities to provide input on how each project aligns with the municipality's housing goals. To be considered a priority project, the City requires that proposals support between one to three City Council priorities. Motion carried 7-0.

3. Pet Licensing System Selection: Motion by Farber to receive and file the documents and approve proceeding with contract discussions and contract execution with Docupet for the Pet Licensing System. Seconded by Sprank. Public Health Director Mary Rose Corrigan explained that the new system features more advanced technology and is expected to cost approximately 62% less than the current software. Customers will be able to add pets instantly, and renewal reminders can be sent via email, with text reminders also in development. Pet licensing fees will remain unchanged. The improved user experience is intended to boost pet license registrations, which support animal control operations. Corrigan noted she was not aware of any Artificial Intelligence (AI) features in the platform, though it may be possible. What should increase efficiency is reducing the volume of phone calls from residents with questions about license payments and decreasing the number of late license renewals. Motion carried 7-0.

4. Old Mill Road Lift Station and Force Main Project - Phase II Award Construction Contract: Motion by Wethal to receive and file the documents and adopt Resolution No. 203-25 Awarding contract for the Old Mill Lift Station and Force Main Project - Phase II. Seconded by Jones. City Council Members

commented that it was encouraging to see the City receive six bids for the project. Motion carried 6-0, with Jones absent from the dais at the time of the vote.

5. Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork); Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing a Request For Qualifications (RFQ) to hire a consultant to assist with the development of the Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork). Seconded by Wethal. City Engineer Gus Psihoyos explained that although City staff are capable of completing the work, the goal is to accelerate the timeline. The City aims to begin construction on Phases 3 and 4 immediately following the completion of the lift station. Motion carried 7-0.

6. Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork); Consulting Engineering Services RFQ Authorization: Motion by Jones to receive and file the documents and approve releasing a Request For Qualifications (RFQ) to hire a consultant to assist with the development of the Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork). Seconded by Wethal. Motion carried 7-0.

7. 2025 Iowa Law Enforcement Accreditation Program Award: Motion by Jones to receive and file the documents and hear the presentation. Seconded by Wethal. Chief of Police Jeremy Jensen gave a presentation on the 2025 Iowa Law Enforcement Accreditation Program Award. City Council Members congratulated the Police Department on the accreditation. Motion carried 7-0.

8. Mayor and City Council Compensation Task Force Recommendation: Motion by Jones to receive and file the documents and proceed with City Council discussion. Seconded by Wethal. City Council Members agreed that the Mayor's salary should remain higher than that of City Council Members. City Council Members supported City staff's recommendation to convene future task forces one year earlier, while maintaining the requirement that any changes take effect at the beginning of the terms following an election, in accordance with Iowa Code. This adjustment would allow future recommendations to be incorporated into the annual budget process. They discussed the importance of offering future task force members clearer guidance and sharing information that helps them better understand the roles and responsibilities of the Mayor and City Council. It was recommended that this topic be addressed in a future governance session to gain insight into how other City Councils manage compensation. Although some Council Members expressed interest in setting the Mayor's salary higher than the amount recommended by the task force, they ultimately agreed to support the task force's recommendation. Motion amended by Jones to adopt the Task Force's recommendation of a 6.3% increase in compensation, which would set the annual salary at $15,732 for the Mayor and $11,799 for City Council members, effective January 1, 2026. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on recently welcoming participants back from the honor flight, engaging in a preliminary discussion with the City's consultant in advance of goal setting. Jones also shared that he attended Dubuque Metropolitan Area Solid Waste Agency (DMASWA) and Dubuque Racing Association (DRA) board meetings and an open house hosted by Hills and Dales.

Roussell also reported on meeting with the consultant in advance of goal setting, as well as the Dubuque Area Congregations United event on food security issues. Additionally, Roussell mentioned attending Dubuque Main Street Board and Executive Committee meetings and shared that Dubuque Main Street's Dubuque and All that Jazz event is this upcoming Friday.

Sprank also reported on meeting with the consultant in advance of goal setting and attending the DRA board meeting. Additionally, Sprank mentioned his upcoming attendance at two neighborhood association meetings and Fly by Night's upcoming performances of "The Glass Menagerie".

Farber reported on the Dubuque Museum of Art's (DUMA) upcoming closing celebration before its temporary relocation to the Dupaco Voices Building, that her food truck will be serving at Dubuque and All that Jazz, and her work with the National League of Cities (NLC) on a technology presentation that she will deliver at an upcoming Amazon Conference in Washington, D.C.

Wethal also reported on meeting with the consultant ahead of the upcoming goal setting sessions and noted that many residents have been reaching out to share input on priorities. She also attended the Dubuque Area Congregations United event, participated in a Dubuque County Early Childhood Board meeting, and extended congratulations to the area's high school graduates.

Resnick reported that his recent international travel highlighted the importance of wayfinding and prompted reflections on how navigating Dubuque can be confusing for many people.

Cavanagh reported on representing the Iowa League of Cities (ILC) in Washington, D.C., where presidents of various city leagues met with federal agencies. He also reported on the Marshallese Independence Day celebration, the Bluff Strokes ribbon cutting, and his remarks at the send-off for members of the Alpha Company National Guard Unit.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:41 p.m. to discuss Confidential Records, Pending Litigation, and Purchase or Sale of Real Estate – Chapter 21.5(1)(a),(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with 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 10:19 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:19 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

ARTS AND CULTURAL AFFAIRS COMMISSION MINUTES

DATE: Tuesday, April 22, 2025

TIME: 3:31 PM

LOCATION: Multicultural Family Center, 1157 Central Ave., Dubuque, IA 52001

Regular Meeting

Commissioners Present: David BARBA; Gail CHAVENELLE; Doug DONALD; Nicholas HALDER (chair);

Commissioners Absent: Aaron HEFEL; Franco MENCHACA; Shirley DAVIS-ORWOLL

Staff Present: Adrienne BREITFELDER; Patricia GLEASON; Bonnie SPURLING (Arts & Cultural Affairs Manager); Mike WILLIAMS (Intern)

Public Present: None

HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:31 PM.

Roll Call & Review of Minutes

Commission took roll call due to City of Dubuque staff present at the meeting.

DONALD moved to approve minutes from March 25, 2025, seconded by CHAVENELLE. Vote: *Unanimously affirmed.* ***Motion carries.***

Status Reports from Staff

SPURLING reports for Office of Arts & Cultural Affairs;

Operating Support Grant is in financial / eligibility review stage, 20 applications were submitted. Special Projects Grant still open until April 25, 2025.

8th Creatives Café was hosted, lower attendance but still successful event.

Updates From Master Plan Working Groups

NONE

Old Business – Proposed Arts & Culture Advisory Commission Ordinance Changes

BREITFELDER and GLEASON advise on upcoming changes to Advisory Commission ordinance, group discussion took place.

New Business

SPURLING advises Laura Merrick has temporarily rejoined her City roll assisting with Operating Support grant review for the City of Dubuque's Office of Arts and Culture.

Public Comment/Correspondence

None

Events and Engagement Reporting from Commissioners

None

Adjournment at 4:46 PM due to CHAVENELLE leaving and no longer having a quorum.

Next Regular Meeting: Tuesday, May 27, 2025, at 3:30 PM at the Multicultural Family Center

Respectfully submitted:

Bonnie Spurling

Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on May 27 ,2025

Witnessed By Nick Halder (signature)

Nick Halder (printed)

Chair (officer position)

ARTS & CULTURAL AFFAIRS - ART ON THE RIVER COMMITTEE MEETING MINUTES

DATE: Thursday, May 15, 2025

TIME: 4:00 PM

LOCATION: Virtual

Regular Meeting

Committee Members Present: Gail CHAVENELLE; Ryan DECKER; Gina SIEGERT; Shirley DAVIS-ORWOLL

Committee Members Absent: None

Staff Present: Bonnie SPURLING (Arts & Cultural Affairs Manager); Mike WILLIAMS (Arts Intern)

Public Present: None

1. **Call to Order / Assurance of Iowa Open Meeting Compliance**
   SPURLING called the meeting to order following staff assurance of Iowa Open Meeting compliance at 4:07 PM.

2. **Roll Call**
   Roll call was skipped due to familiarity with committee members, City staff and public present.

3. **Old Business**

4. **New Business**

   Reception plans for August 1
   a. SIEGERT will secure Spoken Word for reception
   b. SIEGERT will prepare an advertisement for Julien's Journal and 365Ink
   c. SPURLING will contact artists for riverfront, band for reception, and coordinate with GRC for new table set up
   d. DECKER will provide student artwork for inside reception

5. **Public Comment / Correspondence**

6. **Adjourn**
   Adjournment motioned by SPURLING at 4:47 PM.

Next meeting(s): Regular Meeting – June 12, 2025.

Respectfully submitted:
Bonnie Spurling

Bonnie Spurling
_____
Arts & Cultural Affairs Manager, City of Dubuque

ARTS & CULTURAL AFFAIRS - ART ON THE RIVER COMMITTEE MEETING MINUTES

DATE: Thursday, June 12, 2025

TIME: 4:15 PM

LOCATION: Virtual

Regular Meeting

Committee Members Present: Gail CHAVENELLE; Ryan DECKER; Gina SIEGERT; Shirley DAVIS-ORWOLL

Committee Members Absent: None

Staff Present: Bonnie SPURLING (Arts & Cultural Affairs Manager)

Public Present: None

1. **Call to Order / Assurance of Iowa Open Meeting Compliance**
   SPURLING called the meeting to order following staff assurance of Iowa Open Meeting compliance at 4:16 PM.

2. **Roll Call**
   Roll call was skipped due to familiarity with committee members and City staff.

3. **Old Business**
   a. Reception plans- Confirmed: Spoken Word, AfriWell Hub, B1 Yoga, Plein Air Painters, Bluff Strokes, JazzQ
      Unconfirmed: Urban Sketchers, DBQ Camera Club, Centrally Rooted
      DAVIS-ORWOLL will contact Centrally Rooted again. SIEGERT will obtain specifics for spoken word performers.

4. **New Business**

a. CHAVENELLE recommended having a written program at the event. SPURLING will prepare program and signage for the reception.

5. **Public Comment / Correspondence**

6. **Adjourn**
   Adjournment motioned by SPURLING at 4:48 PM.

Next meeting(s): Regular Meeting – July 10, 2025, at 4:00pm.

Respectfully submitted:
Bonnie Spurling

Bonnie Spurling
_____
Arts & Cultural Affairs Manager, City of Dubuque

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)

DATE: Wednesday, April 16, 2025
TIME: 5:30 p.m.
PLACE: Housing and Community Development Department.
350 West 6th Street, Conference Room 250; Dubuque, IA 52001

Chairperson Julie Woodyard called the meeting to order at 5:30 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Dean Boles, Talma Brown (virtual), Dale Campbell, Michelle Hinke (virtual), Renee Kehoe and Julie Woodyard

Commissioners Absent: Gabriel Mozena (excused absence)

Staff Present: Mary Bridget Corken-Deutsch and Stacey Weeber

Public Present: Kaniyian Mattison, John McAuliffe, Sara Burley, Angela Heister, Ann Lorenz, Kaitlin Schmidt, Janet Buls, Grace Ries, and Linda Ressler

Certification of Minutes – March 26, 2025

Commissioner Boles motioned to approve the Minutes for the March 26, 2025, Community Development Advisory Commission Meeting. Commissioner Kehoe seconded. Motion carried 4-0.

Commissioner Campbell arrived at 5:42 p.m. and Vice Chair Hinke arrived at 5:56 p.m. and did not certify the minutes.

Correspondence/Public Input

There was no public input.

Old Business

There was no discussion on old business.

Reports

a) FY25 Purchase of Service Grantees

John McAuliffe, Project Site Manager, from Four Mounds spoke about their FY25 Purchase of Service Grant, HEART Partnership and also provided an informational document. He stated Four Mounds partners with high school students and adults for construction training and tool safety. They do general contracting work in homes. Kaniyian Mattison, Program Social Worker from Four Mounds stated they set personal and work goals setting them up for future success.

Sara Burley, Supportive Housing Specialist from Four Oaks spoke about their FY25 Purchase of Service Grant Expanding Supportive Housing by combating food insecurities and transportation concerns. She stated Four Oaks has the 15th street apartments that has 36 units and houses 50-60 people. They offer bike coop, meals every Thursday, freezer meal prep with a gifted crockpot. They have access to the food pantry and refrigerator food as well. They also use funds for bus passes, cooking classes at the Convivium, rental assistance and transportation.

Grace Ries and Linda Ressler, from Iowa Legal Aid spoke about their FY25 Purchase of Service Grant, Expungement/Legal Services Clinic. Grace is from AmeriCorps and their non-profit program aids low income clients in expungement and legal services. Linda stated she is an attorney for Iowa Legal Aid and they walk them through the process in different types of legal cases. So far this year, they have had 21 records expunged.

Janet Buls, Fall Prevention Specialist, from Northeast Iowa Area Agency on Aging, spoke about their FY25 Purchase of Service Grant, fund to help to maintain independence. She stated, Northeast Iowa Area Agency coordinates services for individuals to help them maintain the independence they desire. Services provided include: option counseling, case management, meal programs, caregiver support, respite services, evidence based health programs, advocacy, and recreation and education programs.

Ann Lorenz, Community Outreach Director, from Presentation Lantern Center, spoke about their FY25 Purchase of Service Grant and provided an informational document, Workforce Retention & Support for Immigrants and Refugees. She stated Presentation Lantern offers hospitality, educational opportunities, advocacy, and finanical assistance to adult immigrants, especially women, who are striving to better their lives. Since 2002, they have served over 2,000 immigrants, including children, from over 85 countries.

Kaitlin Schmidt, Director of Strategic Resources with St. Mark Youth Enrichment, spoke about their FY25 Purchase of Service Grant and provided an informational document. Funnding helps with staffing their program. She stated, St. Mark's works with K-5th at the Boy's and Girls club. They provide kids with meals, academic time, center rotations and social/emotional learning. Transportation is provided to the program.

Angela Heister, Domestic Violence Advocate, from Waypoint, spoke about their FY25 Purchase of Service Grant and provided an informational document, Sexual Assault and Abuse Crisis Control Center. She stated, Waypoint works with assault victims to provide food, shelter, clothing, hospital visits, counseling and therapy. It is free and confidential.

New Business

a) **Set Public Hearing for FY25 Amended Citizen Participation Plan**

Corken-Deutsch provided a memo requesting the Community Development Advisory Commission set a public hearing on May 21, 2025, at 5:30pm for the FY25 Amended Citizen Participation Plan for the use of Community Development Block Grant funds. Commissioner Kehoe motioned to set the public hearing for FY25 Amended Citizen Participation Plan for May 21, 2025, at 5:30 p.m., and authorize staff to publish public notice of public hearing and public comment period for 30 days from April 16-May 16. Commissioner Brown seconded. Motion carried 6-0.

b) **Approve FY26 Purchase of Service Guidelines and Rubric**

Corken-Deutsch requested the Community Development Advisory Commission to approve the FY26 Purchase of Service Guidelines and Rubric provided in the packet. There was discussion by the Commission surrounding the lowest funding amount of $2,500.00. The Commission agreed this amount would remain the same this year. Commissioner Campbell motioned to approve the FY26 Purchase of Services Guidelines and Rubric and recommend staff make any required adjustments per Iowa law. Seconded by Commissioner Hinke. Motion carried 6-0.

c) **CDAC Successes and Initiatives Worksheet (for City Goal Setting)**

Corken-Deutsch stated that the City Council Goal setting is starting in June and the Commission needs to provide guidance on any priorities we want to see funded or to become City Council priority. The Analysis of Impediments, 5-year Consolidated Plan, and new Commission members to the Community Development Advisory Commission were all listed as successes. There was discussion from the Commission regarding future projects including Homeowner Rehab Loan Program harmonization, duplication of the "Dubuque House", implementing Affordable Housing opportunities, and collaboration with other Commissions. Motion by Commissioner Brown to

approve recommendations from the Community Development Advisory Commission discussed tonight for inclusion in the City Council Goal Setting Session in June. Seconded by Commissioner Kehoe. Motion carried 6-0.

b. **Housing Commission**
No reports were available

c. **Resilient Community Advisory Commission**
No reports were available

d. **Equity and Human Rights Commission**
The meeting minutes were included in the packet for reference

Information Sharing

a) Public Input Cover Pages

Samples of the public input cover pages were provided to the Commission members.

Adjournment

There being no further business to come before the Commission, Commissioner Woodyard moved to adjourn the meeting. Commissioner Kehoe seconded. Motion passed by voice vote. Meeting adjourned at 7:03 p.m.

Minutes taken by:

Stacey Weeber
Housing Financial Specialist

Respectfully Submitted:

Mary Bridget Corken-Deutsch
Community Development Specialist

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

Approved

MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION
6:00 p.m.
Wednesday, May 7, 2025
City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Matt Mulligan; Commissioners Martha Christ, Carrie Lohrmann, and Rich Russell

Commissioners Excused: Commissioners Troy Froistad, Pat Norton, and Teri Zuccaro

Commissioners Unexcused: None.

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

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

MINUTES: Motion by Christ, seconded by Russell, to approve the minutes of the April 2, 2025 meeting. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, and Mulligan; Nay – none.

ACTION ITEM/FINAL PLAT: Application of the City of Dubuque to approve the Final Plat of Cedar Ridge Farm Place No. 21.

Bob Schiesl, Assistant City Engineer, spoke on behalf of the application. He explained that an adjacent neighbor of the subject parcel approached the City about buying some of the land. He said the City decided it did not need to keep this parcel and then decided to split the parcel into four smaller parcels and offer to sell them to each of the adjacent neighbors. He said two of the property owners accepted the offer to purchase the land and two declined.

Staff Member Schrobilgen detailed the staff report, noting the submitted Plat of Survey of Cedar Ridge Farm Place No. 21 would create four parcels. He explained that since none of them would have frontage along a public or private street, that this requirement would need to be waived. Staff noted that the lots are labeled as unbuildable on the proposed plat and that if the lots were to be consolidated with adjacent property that has street frontage, then the unbuildable label would be lifted at that time.

There were no questions or concerns from the Commission.

Motion by Russell, seconded by Christ, to approve the Final Plat of Cedar Ridge Farm Place No. 21 as submitted subject to waiving the street frontage requirement for Lot 1,

Lot 2, Lot 3, and Lot 4. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, and Mulligan; Nay – none.

ACTION ITEM/FINAL PLAT: Application of the City of Dubuque to approve the Final Plat of Southwest Arterial Plat 1.

Bob Schiesl, Assistant City Engineer, spoke on behalf of both of the proposed Southwest Arterial plats. He explained that since the Southwest Arterial is now complete, the City is responsible for resurveying and replatting the land around the roadway interchanges. He said that some property will be designated to the Iowa Department of Transportation, and the City will retain the rest. Referring to the plat map, he explained the division of land and who will own each part.

Staff Member Schrobilgen detailed the staff report, noting the parcels in the submitted Plats of Survey of Southwest Arterial Plat 1 and Southwest Arterial Plat 2 do not need waivers as they have street frontage adequate street frontage and are in substantial conformance with the Unified Development Code.

There were no questions or concerns from the Commission.

Motion by Christ, seconded by Lohrmann, to approve the Final Plat of Southwest Arterial Plat 1 as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, and Mulligan; Nay – none.

ACTION ITEM/FINAL PLAT: Application of the City of Dubuque to approve the Final Plat of Southwest Arterial Plat 2.

Bob Schiesl, Assistant City Engineer, spoke on behalf of both Southwest Arterial plats as noted above.

Motion by Christ, seconded by Russell, to approve the Final Plat of Southwest Arterial Plat 2 as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, and Mulligan; Nay – none.

PUBLIC HEARING/REZONING: Application of Luke and Julie Merfeld to rezone property located at 405 and 575 Cedar Cross Road from R-1 Single-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Luke Merfeld, 10713 Cottingham Road, spoke on behalf of his application. He explained they are now trying to rezone to R-3 after City Council sent their request for R-4 back down to the Commission.

Mike Reinert, 401 Cedar Cross Road, expressed opposition, saying that he thought R-2 would be better. He said that R-3 zoning would bring intrusions, noise, and other negative attributes in this R-1 area. He wondered if the sanitary sewer system had capacity for this development.

Carol Maas, 3095 Nightengale Lane, asked the Commission to consider potential impacts for adjacent homeowners. She asked if neighbors will be notified of development plans for the property. Associate Planner Moon stated that she would address that question during the staff report. Ms. Maas stated that the other businesses on the street are good neighbors, and she wants something that fits in.

Mr. Merfeld stated that the goal is to sell the property, but they don't want anything bad to be developed on the property either.

Staff Member Moon detailed the staff report. She explained how City Council remanded the R-4 rezoning request back to ZAC to consider R-3 zoning. She reviewed characteristics of the subject property and the vicinity. She explained the permitted uses of the R-3 zone and compared that to both the R-1 zone and R-4 zone, noting that R-3 allows up to a maximum of six (6) units to be developed on a parcel provided any development would adhere to the bulk regulations established in the R-3 zoning district. She responded to Ms. Maas' question and said that the rezoning request provides for the public input process and that the development review process does not require public notification or allow for public input. Staff Member Moon noted that development proposing more than two residential units would require review by the city's Development Review Team and during that process the project would be evaluated to ensure it is complying with all site development requirements as well as other applicable city codes. She noted that water and sanitary sewer are available near the property and that the City would evaluate any proposed project to ensure there is adequate sanitary sewer capacity. Staff Member Moon noted how the proposed rezoning would be in concurrence with some Comprehensive Plan recommendations. She also noted that staff had received a letter of from Carol Maas and received a phone call from a neighbor, Sandy Ronek, who expressed concerns primarily with the potential traffic impacts.

Commissioner Russell asked whether the area of 405 Cedar Cross Road would allow six units to be developed. Staff Member Moon said that each unit requires 2,000 square feet of lot area, so with 15,000 square feet, there would be enough area but concluded that other bulk regulations must also be met such as setbacks and parking requirements.

Commissioner Lohrmann asked if the two lots together would allow 12 units, and Staff Member Moon replied yes, but noted that the smaller lot may be restricted as parking, setbacks, and lot coverage requirements would need to be met. Commissioner Lohrmann asked about R-2 and R-4 bulk regulations, and Staff Member Moon shared the bulk regulation requirements for those zoning districts. Commissioner Lohrmann noted the previous rezoning requests for the subject property were for CS and also for R-4. Staff confirmed this and explained the CS zoning was ultimately approved for 595 Cedar Cross Road only.

Motion by Mulligan, seconded by Christ, to recommend approval of the rezoning request for 405 and 575 Cedar Cross Road from R-1 Single-Family Residential to R-3 Moderate

Density Multi-Family Residential zoning district as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, and Mulligan; Nay – none.

PUBLIC HEARING/REZONING: Application of Yaroslav (Slavik) Nakonechnyy to rezone property located on Radford Road from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation.

Tom Larsen, Buesing & Associates, 1212 Locust Street, spoke on behalf of the applicant. He explained that they are requesting to rezone to Planned Unit Development with PR-Planned Residential (PUD-PR) in order to construct four 18-plex apartment buildings. He noted there are apartments to the north. He explained that the development would be phased to help with sanitary sewer issues. He noted that stormwater detention would be provided on site.

There was no public input.

Staff Member Schrobilgen detailed the staff report. He noted that PUDs require a conceptual development plan, and the proposed plan is for four (4) 18-unit multi-family residential buildings totaling seventy-two (72) units. He said they exceed the requirement of 1.5 parking spaces per dwelling unit for multi-family residences. He noted that the Iowa DOT considers this portion of Radford Road a local street and that it is adequate for any additional traffic that would be generated. He said this property has been zoned PUD-PI since 1980, and this new PUD would be similar to the apartment complex to the north. He clarified that sidewalks would be required, and the project would add workforce housing to the area.

Staff Member Moon added that the subject site would be affected by the currently sanitary sewer capacity challenges that the city is working to actively resolve. She stated that the applicant has been made aware of this during the conceptual plan review with the Development Review Team and that the applicant will need to continue working with the City Engineering Department regarding the matter.

Chairperson Mulligan asked if this development parcel was carved out of another, and Schrobilgen replied no, this parcel was already established as part of the Dubuque Industrial Center West PUD.

Commissioner Russell asked if they could build more apartments on the north side of this property, and Schrobilgen replied that they would need to amend the PUD to include additional units on property and/or to make any substantial changes to the approved conceptual development plan.

Motion by Christ, seconded by Lohrmann, to recommend approval of the rezoning request for property located on Radford Road from Planned Unit Development with PI-Planned Industrial designation to Planned Unit Development with PR-Planned Residential designation as submitted. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, and Mulligan; Nay – none.

PUBLIC HEARING/REZONING: Application of the Dubuque Metropolitan Area Solid Waste Agency to rezone property located at 101 Airborne Road from AG Agriculture to HI Heavy Industrial zoning district.

Ken Miller, DMASWA administrator, spoke on behalf of the application. He explained that the landfill's long-range plan includes rezoning these parcels to facilitate landfill expansion to provide capacity for over 190 years. He explained the process of creating the long-range plan, which included public meetings. He displayed a map of the planned landfill expansion cells and the projected timeline of how long the cells would take to reach their capacity. Mr. Miller acknowledged that one of the parcels has a restrictive covenant and stated that it is not planned for a landfill cell. He said that property may have other uses, such as vehicle storage.

Mr. Miller noted that the eventual goal for landfill property is to cap it as a nature preserve. He said this project will go through several regulatory reviews and that rezoning was the first step in that process. He said they will work with the Army Corps of Engineers to relocate the creek, though it would not be impacted for 70 years, though the timing is subject to study.

Mr. Miller explained that they will maintain the current entrance to the landfill on Airborne Road. He said that with the new customer convenience center, only commercial truck traffic will come through to the landfill, which is currently about 48% of vehicles, or 100-150 trucks per day. He stated that the land in these parcels won't be touched for 75-100 years, except for any required creek relocation work.

Commissioner Lohrmann asked for clarification about the map of future cell development and when the next cell would be used. Mr. Miller explained the current cell has 15 years of capacity, so they wouldn't start construction of the new cell for at least 10 years or so and that they would start with the cells closer to the highway. Commissioner Lohrmann asked about the cells that are capped and closed, and Mr. Miller detailed that process.

Commissioner Russell asked if how projected disposal rates compared to current rates. Mr. Miller responded that they peaked during COVID and have dropped to about 170,000 tons per year. He said there is some uncertainty since DMASWA operates as a regional facility on the state border. He said they want to avoid the situation Cedar Rapids is having where they only have 10 years of capacity left and no option to expand. He said that having to truck to another landfill would significantly increase the cost of services for the region and they were planning head to avoid that.

Commissioner Russell asked with the City's sustainability goals whether there are efforts to reduce waste. Mr. Miller described several diversion programs for recycling, glass, household hazardous waste, batteries, composting, tires, and appliances. He noted that the influx of online shopping increases waste, and they advocate for producer responsibility in packaging in particular.

Commissioner Lohrmann asked what happens to the land when it's not in use, such as becoming a nature preserve. Mr. Miller explained how that would be possible with DNR approval. He also noted that the farmland in the proposed rezoning area could still be farmed until it's phased in. He noted that with permitting, they will go to RFP for design of the phases and cells.

Steve Ingalsbe, 15680 Estate Lane, noted his property is part of the former Jennings Farm, which was laid out 20 years ago with the agreement that it wouldn't be used for landfill purposes. They are on private wells, and he is concerned about the landfill expanding toward them and that this rezoning would open the door for landfill activities.

Glen Beck, 15591 Estate Lane, stated that he bought the property knowing that a landfill could not expand there. He said that if it's zoned HI, it's more likely the landfill will expand, which will lower their property value in this beautiful area.

Lance Hummel, 15633 Estate Lane, stated that he's in close proximity to the land to be rezoned. He submitted a petition of opposition with 39 signatories. He said he felt the process did not have adequate notification or transparency. He said that land was sold with the understanding that it would not be used as a landfill.

Commissioner Russell asked for clarification about which parcel was under the covenant, and Staff Member Schrobilgen displayed it. Staff Member Moon said they discussed the covenant with the City Attorney, and it is a private agreement between DMASWA and the previous owner, and a change in zoning would not affect the agreement, which will remain in place. Mr. Hummel questioned the purpose of rezoning if the covenant would not allow DMASWA to have a landfill on that property.

Steve Olson, 11046 Cottingham Road, questioned by the rezoning is occurring now if the property to be rezoned won't be used for at least 70 years. He said his kids use the creek. He said he is averse to noise and heavy machinery, and the land should stay zoned as AG.

Kari Voss, 11140 Cottingham Road, said there is a covenant, and why rezone it if it doesn't need to be used now.

Mr. Miller responded that the Iowa DNR needs this property rezoned in order to permit landfill activities. He said they are planning for 208 years, and this design takes into account the 1500' buffer from the nearest residential property. He said rezoning it would give potential future development in the area knowledge of the future use. He said they are not planning to use the property with the covenant as landfill. He said it is owned by DMASWA and leased to the Jennings family. He said that work at DMASWA does not occur at night.

Commissioner Lohrmann asked how the concept map fits with homeowners. The map was displayed superimposed over the aerial map. Mr. Miller stated they are staying outside of the land with the covenant and maintaining the 500' required setback, and

1500’ setback from wells. Commissioner Lohrmann asked how many parcels are being requested to rezone, and Staff Member Schrobilgen replied that it’s a portion of two, and all of one. Miller noted that farming activity will be allowed to continue for decades. Commissioner Lohrmann asked who owns the southern parcel, and Mr. Miller replied DMASWA, and they agreed to the covenant after the sale of the property. Commissioner Lohrmann asked if the rezoning would break the covenant, and Staff Member Moon replied no, the covenant is a private agreement that would remain in place. Mr. Miller replied the intent would be not to use the property affected by the covenant as a landfill cell. Commissioner Lohrmann noted that if a landfill use was not permitted in this area then perhaps they should consider an alternative zoning district for that property to provide additional protection for the adjacent property owners.

Staff Member Duba detailed the staff report. He described the characteristics of the subject property and surrounding area. He noted the history of the parcels in question, which were annexed into the City in 2011. He explained the work that goes into preparing land for landfill use to reduce environmental effects. He listed the conditions on the HI zoning applied to the rest of the landfill, which the Commission could consider.

Staff Member Moon explained the public input map, public notification requirements, and 200’ notification boundary. She said 11.7% of the land area in notification boundary was opposed, which is below the 20% needed to require a City Council supermajority for approval.

Chairperson Mulligan asked for the landfill plan map to be superimposed over the aerial map and to show the parcel with the deed restriction. Staff Member Moon displayed a map.

Commissioner Lohrmann said she understood the long-term plan, but that didn’t obscure the potential problem of Heavy Industrial zoning adjacent to residences. She stated she would vote no on the proposal as submitted, because the property owners have a right to a zoning buffer.

Motion by Mulligan, seconded by Russell to recommend approval of the rezoning request for the Dubuque Metropolitan Area Solid Waste Agency to rezone property located at 101 Airborne Road (PIN 1401400003 and portions of PINs 1401251002 and 1401400002) from AG Agriculture to HI Heavy Industrial zoning district with the following conditions:

1. The permitted uses for this Heavy Industrial District shall be limited to the following:
    a. Automated gas station
    b. Freight transfer facility
    c. Resource recovery/recycling center (indoor only)
    d. Railroad or public or quasi-public utility, including substation
    e. Sanitary landfill
2. The conditional uses for this Heavy Industrial District shall be limited to the following:
    a. Wind energy conversion system

Motion carried by the following vote: Aye – Christ, Russell, and Mulligan; Nay – Lohrmann.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: Commissioner asked if the minutes could reflect why a commissioner votes no, and Staff Member Moon replied yes, this is included, and it's important for commissioners to articulate their positions. She also noted the meetings are recorded.

Planning Services Director Wernimont explained that the council receives draft minutes which include the vote for each item.

ITEMS FROM STAFF:

- City of Dubuque Goal Setting for Fiscal Year 2026

Staff Member Moon displayed the documents. Commissioner Russell asked if the Future Land Use Plan was part of the UDC. Staff Member Moon explained that it's part of the comprehensive plan, and it will be brought to the ZAC when future reviews/updates are proposed.

ADJOURNMENT: Motion by Christ, seconded by Mulligan to adjourn the May 7, 2025 Commission meeting. Motion carried by the following vote: Aye – Christ, Lohrmann, Russell, and Mulligan; Nay – none.

The meeting adjourned at 7:52 p.m.

Respectfully submitted,

Shena Moon, Associate Planner — June 4, 2025 Adopted

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

05/28/2025

and for which the charge is 405.27

Kathy Goetzinger

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

this 28th day of May, 2025

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA
JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2025

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:00 p.m. on May 19, 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, Senior Counsel Lindahl.

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 Community Foundation of Greater Dubuques Contracted Services Agreement Update.

WORK SESSION

Community Foundation of Greater Dubuque Contracted Services Agreement Update

Community Foundation of Greater Dubuques Director of Advocacy, Data and Learning Alex Baum presented updates on its programs supported by Fiscal Year 2025 City Contracted Service Agreements. Baum responded to questions by confirming that housing data will be part of the Foundations upcoming data walk and that a broad definition of 'immigrants' is used in the Foundations work.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on May 19, 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, Senior Counsel Lindahl.

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

Breitfelder stated that the resolution for CCI5, LLC under Action Item No. 3 was removed from the agenda.

PROCLAMATIONS

1. Apples for Students (May - July, 2025) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

2. Women Veterans Recognition Day (June 12, 2025) was accepted by Dawn Fleming and Christina Schauer on behalf of the Tri-State Women Warriors.

Mayor Cavanagh welcomed Van Milligen to his first in-person meeting since his recovery from a car accident.

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 May 5, 2025; Arts and Cultural Affairs Commission of March 25, 2025; Library Board of Trustees Update of April 24, 2025;

Resilient Community Advisory Commission of March 6, 2025; Zoning Advisory Commission of April 2, 2025; Proof of Publication for City Council Proceedings of April 8, 9, 10, 21, and 22, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 158-25 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. Final Plat of Cedar Ridge Farm Place No. 21: Upon motion the documents were received and filed, and Resolution No. 159-25 Approving The Final Plat Cedar Ridge Farm No. 21, In The City Of Dubuque, Iowa was adopted.

6. Final Plat of Southwest Arterial Plat 1: Upon motion the documents were received and filed, and Resolution No. 160-25 Approving the Final Plat of Southwest Arterial Plat 1, In the City of Dubuque, Iowa was adopted.

7. Final Plat of Southwest Arterial Plat 2: Upon motion the documents were received and filed, and Resolution No. 161-25 Approving the Final Plat of Southwest Arterial Plat 2, In the City of Dubuque, Iowa was adopted.

8. Corrected First Amendment Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street: Upon motion the documents were received and filed, and Resolution No. 131-25-A Nunc Pro Tunc Correcting And Amending A Scriveners Error In First Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Wilson House Apts, LLC was adopted.

9. FY26 Iowa Department of Transportations Certificate of Cost Allocation Plan Review and Approval: Upon motion the documents were received, filed, and approved.

10. Award 2025 ADA Sidewalk Curb Ramp Project One: Upon motion the documents were received and filed, and Resolution No. 162-25 Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project One was adopted.

11. Award 2025 ADA Sidewalk Curb Ramp Project Two: Upon motion the documents were received and filed, and Resolution No. 163-25 Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project Two was adopted.

12. FY25 & FY26 Contracted Service Agreement: DuRide: Upon motion the documents were received, filed, and approved.

13. Signed Contract(s): Dixon Engineering, Inc. for the Demolition Technical Specifications, Contract Documents, and Demolition Observation on the 500,000 Gallon Double Ellipse (Eagle Point) Project; Origin Design Co. for professional services for the Lead Service Line Replacement project. Upon motion the documents were received and filed.

14. Improvement Contracts / Performance, Payment, and

Maintenance Bonds: Pirc-Tobin for the Heeb Street Reconstruction Project. Upon motion the documents were received, filed, and approved.

15. Hairball Pyrotechnics Permit: Upon motion the documents were received, filed, and approved.

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 164-25 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 hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Cedar Cross Road Urban Revitalization Plan: Upon motion the documents were received and filed and Resolution No. 165-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa, Finding An Area Referred To As The Cedar Cross Road Urban Revitalization Area Hereinafter Described, Appropriate For Public Improvements Related To Housing And Residential Development And Construction Of Residential Development, Including Single Or Multifamily Housing Necessary In The Interest Of Public Health, Safety, Or Welfare Of The Residents Of The City And Setting A Public Hearing On Creation Of The Cedar Cross Road Urban Revitalization Area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

2. Development Agreement with 1301 Central, LLC: Upon motion the documents were received and filed and Resolution No. 166-25 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 1301 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

3. 2025 Pavement Marking Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 167-25 2025 Pavement Marking 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 June 2, 2025 in the Historic Federal Building.

4. Fire Headquarters HVAC Project: Upon motion the documents were received and filed and Resolution No. 168-25 Fire Headquarters HVAC Replacement 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 June 2, 2025 in the Historic Federal Building.

5. Proceedings to Set Public Hearing on June 2, 2025 for the

Issuance of Not to Exceed $2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program Phase I: Upon motion the documents were received and filed and Resolution No. 169-25 To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

PUBLIC HEARINGS

1. Request to Rezone 101 Airborne Road: Jones stated that the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Board met on Friday and recommended Ordinance Option No. 2, the reduced zoning area. Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended for Ordinance Option No. 2. Seconded by Farber. Steve Ingalsbe, 15680 Estate Ln., stated that he had spoken in opposition to the rezoning at the Zoning Advisory Commission (ZAC) meeting and expressed support for the reduced zoning option. Breitfelder stated that written input was received from Kari Voss, 11140 Cottingham Rd. In response to questions, DMASWA Administrator Ken Miller explained that the property must be rezoned prior to obtaining a state permit and emphasized the agencys intent to be transparent about its long-term expansion plans. Planning Services Director Wally Wernimont clarified that because Ordinance Option No. 2 reduced the proposed zoning area, the request did not need to return to the ZAC, as the City Council has the authority to modify recommendations provided the change results in a reduction rather than an expansion of the request. It was noted by City Council that neither Jones nor Resnick has a conflict of interest voting on this rezoning as DMASWA Board Members, as there is no personal financial benefit involved. City Council Members thanked those who provided input and commented that, while the rezoning request was complex, they were in support of the outcome. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 16-25 An Ordinance Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 101 Airborne Road From AG Agriculture District To HIC Heavy Industrial With Conditions District [Option 2 - Reduced Zoning Area]. Seconded by Farber. Motion carried 7-0.

2. Request to Rezone 405-575 Cedar Cross Road: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Mike Reinert, 401 Cedar Cross Rd., spoke in opposition to the rezoning, stating that rezoning to R-2 would be more acceptable. Carol Maas, 3095 Nightengale, inquired about the access road serving the property. Applicant Julie Merfeld, 10713 Cottingham Rd., stated that there was no interest in the property when it was previously listed for sale under R-1 zoning, and noted that Cedar Cross Road is a commercial corridor with residential subdivisions located along it.

Breitfelder stated that written input was received by Maas. In response to questions, Wernimont stated that access to the site is yet to be determined, as it will depend on the size and layout of the future development. He also noted that meeting setback requirements will enable the property to connect to water and sewer services. City Council Members expressed support for the rezoning, describing it as a reasonable compromise, and encouraged continued dialogue among neighboring residents. They also thanked Wernimont for recommending that the original R-4 rezoning request be remanded back to the ZAC for further review. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 17-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 405 Cedar Cross Road And 595 Cedar Cross Road From R-1 Single- Family Residential District To R-3 Moderate Density Multi-Family Residential District. Seconded by Sprank. Motion carried 7-0.

3. Request to Rezone Radford Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. In response to a question, Wernimont clarified that there are currently no plans for an outdoor play area and that the Unified Development Code (UDC) does not require one. He also confirmed that a sidewalk along Radford Road will be required as part of the development. Tony Nadermann, one of the project developers, noted that while an outdoor play area has not been discussed, it is something they are open to considering. Director of Transportation Services Ryan Knuckey stated that Radford Road is currently served by city buses, and the department will evaluate the development to determine whether an additional bus stop is warranted. City Council Members expressed support for the project, citing its proximity to childcare, employment opportunities, and housing. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 18-25 Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Reclassifying Hereinafter Described Property From PUD Planned Unit Development District With PI Planned Industrial Designation To PUD Planned Unit Development District With PR Planned Residential Designation And Adopting A Conceptual Development Plan. Seconded by Farber. Motion carried 7-0.

4. Conducting a Public Hearing for the Jules-Iowa Department of Transportation Consolidated Funding Application: Motion by Sprank to receive and file the documents and adopt Resolution No. 170-25 Authorizing Resolution: Approval Of Consolidated Funding Application To Iowa DOT. Seconded by Wethal. Motion carried 7-0.

5. Fiscal Year 2025 First Budget Amendment: Motion by Roussell to receive and file the documents and adopt Resolution No. 171-25 Amending The Current Budget For Fiscal Year Ending June 2025. Seconded by Jones. Chief Financial Officer Jennifer Larson provided an overview of the fund transfers included in the amendment, noting that the amendment primarily supports capital projects. Motion carried 7-0.

PUBLIC INPUT

Regarding Action Item No. 1, Developer Joey Callahan, 7629 Commerce Park, expressed enthusiasm for the project and indicated his availability to answer any questions.

ACTION ITEMS

1. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC Providing for the Use of Urban Revitalization District Tax Abatement Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 172-25 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And CCI5, LLC. Seconded by Sprank. In response to a question regarding sewer capacity, City Engineer Gus Psihoyos explained that two oversized manholes equipped with valves will be installed as a temporary sanitary sewer solution. This measure will remain in place until the Iowa Department of Natural Resources (IDNR) issues a permit for the permanent sewer design and construction. Psihoyos estimated the cost of the temporary solution at $30,000. Van Milligen noted that the developer will be responsible for sewer-related charges, providing the City with a revenue source. City Council Members expressed appreciation to the developer for moving forward with the project, particularly with the current capacity challenges with the Catfish Creek sewer system. Motion carried 7-0.

2. Reject Bids 2025 Repair and Maintenance of the Iowa Street Parking Garage: Motion by Roussell to receive and file the documents and adopt Resolution No. 173-25 Rejecting Competitive Bid Proposal Received For The 2025 Repair And Maintenance Of The Iowa Street Parking Garage. Seconded by Wethal. Project Manager Jim Bousley reported that current safety concerns have been addressed, with the affected area now closed and structural monitoring taking place on a monthly basis. Knuckey stated that narrowing the projects scope is expected to encourage more competitive bidding. Motion carried 7-0.

3. Resolutions of Support for Workforce Housing Tax Credit Applications for Multiple Housing Developments: Motion by Jones to receive and file the documents and adopt Resolution No. 174-25 Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Millwork Flats, L.L.C; Resolution No. 175-25 Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Gronen Development, Inc.; Resolution No. 176-25 Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By Wilson House Apts, LLC; and Resolution No. 177-25 Supporting The Submission Of An Iowa Economic Development Authority Application To The Workforce Housing Tax Credit Program By 1301 Central, LLC. Seconded by Wethal. Motion carried 7-0.

4. Amendment to City Code Solicitor and Transient Merchant Licenses: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Breitfelder confirmed that a solicitors license is required for business-related door-to-door sales and that solicitors are required to carry the license while conducting business. Residents have the right to request to

see a solicitors license. If concerns arise, they are encouraged to gather as much information as possiblesuch as the solicitors name, company affiliation, and contact detailsand report it to the City Clerks Office. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 19-25 Repealing Title 4 Business And License Regulations, Chapter 5 Solicitors License And Replacing It With New Chapter 5 Containing Articles A And B For Solicitors And Transient Merchants. Seconded by Farber. Motion carried 7-0.

5. Fiscal Year 2026 Dollars & Cents Brochure: Motion by Wethal to receive and file the documents. Seconded by Sprank. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Resnick reported on Bike Week.

Farber reported on Chris Kohlmanns recent retirement from the City in the role of Chief Information Officer, the recent press tour at the Citys new Data Center, an Information Technology and Communications Committee (ITC) meeting for the National League of Cities (NLC), and her upcoming trip to Amazons headquarters to discuss information technology topics.

Roussell reported on the Heart Program graduation at Four Mounds.

Jones reported on the Citys employee recognition breakfast, a Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee Meeting, Kohlmanns retirement, the Dubuque Area Chamber of Commerces Washington, D.C. Fly-In Event, and playing with the East Dubuque Drum Corp. to welcome back honor flight participants.

Wethal reported on the Heart Program graduation and attending an NAACP Housing Committee meeting.

Sprank reported on the Washington, D.C. Fly-In Event.

Cavanagh reported on Bike Week, Travel Dubuques hospitality breakfast, the employee recognition breakfast, the state legislatures recent adjournment, and the Washington, D.C. Fly-In Event.

Van Milligen thanked Cavanagh for co-presenting the keynote at the employee recognition breakfast and expressed appreciation to all City Council Members for their participation in presenting awards at the breakfast.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:47 p.m. to discuss Pending Litigation and 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 Senior Counsel Lindahl. Motion carried 7-0.

The City Council reconvened in open session at 9:16 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:16 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 5/28

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Theresa White for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Theresa White

mvm
Legal
Steve Ehrsal
Marie Ivaf
Arielle Swift
Brian Will Fekuda

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:** Theresa White
2. **Address:** 22267 Simon Road
   City: Bernard **State:** IA **Zip:** 52032
3. **Telephone Number:** 319-551-0485
4. **Date of Incident:** 5-27-2025
5. **Time of Incident:** 10:15 - 10:30 Am
6. **Location of Incident (Be specific):** Hwy 20 North Bound Lane far right Lane, light at Dunkin Donuts (2660 Dodge)
7. **DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)**

I was coming to a stop at Light & in far right Lane and the person moving the ditch kicked up a rock & hit Front Wind Shield. It took several minutes for it to start to show & contine to crack

8. **What were weather conditions like?** Sunny
9. **Give name and address of any witnesses:** NA
10. **Did police investigate? (If so, give names of officers.)**
    NA
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**
    NO

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

Yes, Front windshield cracked. pictures included

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

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

Progressive paying 380.79

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

$ 500.00 - my deductable

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

$ 500.00 - Deductable

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 2nd day of June, 2025

Theresa White (Signature)

Theresa White (Print Name)

(Rev. 9/24)

RECEIVED
2025 JUN -2 PM 1:47
City Clerk's Office
Dubuque, IA

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June 16, 2025

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: Brandon and Jessica Rethwisch for property damage; Theresa White for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Concur

ATTACHMENTS:

1. ICAP Referral

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 6/3/2025

RE: Claim Against the City of Dubuque by Brandon and Jessica Rethwisch

Claimant	Date of Claim	Date of Incident	Nature of Claim
Brandon and Jessica Rethwisch	5/27/2025	2/28/2025	Property Damage

This is a claim in which Claimant alleges Claimant's basement was flooded due to a City watermain break.

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

cc: Michael C. Van Milligen, City Manager
Christopher Lester, Water Department Manager
Brandon and Jessica Rethwisch

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 6/3/2025

RE: Claim Against the City of Dubuque by Theresa White

Claimant	Date of Claim	Date of Incident	Nature of Claim
Theresa White	6/2/2025	5/27/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's that while a City employee was mowing grass when the mower kicked up a rock and your vehicle's windshield was damaged.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Theresa White

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

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June 16, 2025

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

ATTACHMENTS:

1. Memo Council for 2025_06_16
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: June 9, 2025

Finance is submitting the following expenses to City Council for approval at the June 16, 2025, meeting. Payments on these expenses will be made June 18, 2025.

In addition, Finance is submitting expenses paid since June 4, 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.

Prepared by Jennifer Larson, Chief Financial Officer Address: City Hall- 50 W. 13th St Telephone: 589-4322
Return to: Jennifer Larson, Chief Financial Officer Address: City Hall- 50 W. 13th St Telephone: 589-4322

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 06-18-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	$ 677.00	STAFF UNIFORMS
ACCO UNLIMITED CORPORATION	2,093.90	POOL CHEMICALS
ACCURATE ANALYTICAL TESTING	130.00	2687 Jackson & 1005 Locust Initial Wipes
ACCURATE ANALYTICAL TESTING	65.00	2687 Jackson Apt 1 Dust Wipes
ACCURATE ANALYTICAL TESTING	104.00	653 Wilson Dust Wipes
ACCURATE ANALYTICAL TESTING	128.00	653 Wilson Dust Wipes
ACCURATE ANALYTICAL TESTING	275.00	1005 Locust Initial Dust Wipes
ADDOCO INC	160.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	80.00	SCREEN PRINT FOR HI-VIZ VESTS WTP STAFF
Advanced Turf Solutions, Inc.	4,577.50	TURF CHEMICALS
Advanced Turf Solutions, Inc.	520.00	TURF CHEMICALS
Advanced Turf Solutions, Inc.	1,133.30	TURF CHEMICALS
AHMANN'S LAWN CARE INC	260.00	LAWN CARE AT MCGRAW HILL
AIR VACUUM CORPORATION	2,626.00	ST2 & ST4-Air Filters for Airvac System
AIRGAS USA LLC	13.95	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2.79	Liquid Oxygen - FY25
AIRGAS USA LLC	2.79	Large Argon Tank Rental 5/1 - 5/31/2025
AIRGAS USA LLC	5.58	Small Acetylene and Oxygen Tank Rentals 5/1 - 5/31
AIRGAS USA LLC	2.79	Medical Oxygen for Ambulances
AIRGAS USA LLC	8.37	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,885.04	FY25 BLANKET PO - CO2 FOR WATER TREATMENT PROCESS
AIRGAS USA LLC	13.37	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	3,442.64	Liquid Oxygen - FY25
AIRGAS USA LLC	26.74	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,599.90	Liquid Oxygen - FY25
AIRGAS USA LLC	3,376.35	Liquid Oxygen - FY25
AIRGAS USA LLC	3,479.94	Liquid Oxygen - FY25
AIRGAS USA LLC	3,266.54	Liquid Oxygen - FY25
AIRGAS USA LLC	2,931.90	FY25 BLANKET PO - CO2 FOR WATER TREATMENT PROCESS
AIRGAS USA LLC	10.18	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,490.29	Liquid Oxygen - FY25
AIRGAS USA LLC	2,405.36	Liquid Oxygen - FY25
AIRGAS USA LLC	3,499.27	Liquid Oxygen - FY25
AIRGAS USA LLC	126.54	Medical Oxygen for Ambulances
AJGX3	1,725.00	Kids Camp T-Shirts/Water Bottles
Alex Stein	80.00	travel reimbursement
ALL SEASONS HEATING & COOLING	6,865.00	SERVICE ON HEATERS
Allen Media Broadcasting Evansville, Inc.	275.00	February 2025 Broadcasting
Allen Media Broadcasting Evansville, Inc.	350.00	February 2025 Broadcasting
Allen Media Broadcasting Evansville, Inc.	1,625.00	May 2025 Broadcasting
ALLIANT ENERGY	1,294.91	Electricity for Intermodal May 25
ALLIANT ENERGY	116.29	Energy Costs for Various Locations
ALLIANT ENERGY	902.14	Alliant 1477501000 5th Bell Lot FY25
ALLIANT ENERGY	94.37	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	117.31	Energy Costs for Various Locations
ALLIANT ENERGY	27.44	Energy Costs for Various Locations
ALLIANT ENERGY	106.44	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	3,706.88	FY25: 305 W. 6th St - Federal Building Electricity
ALLIANT ENERGY	1,276.40	Energy Costs for Various Locations
ALLIANT ENERGY	28.65	Energy Costs for Various Locations
ALLIANT ENERGY	293.37	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
ALLIANT ENERGY	32.27	Energy Costs for Various Locations
ALLIANT ENERGY	6,393.65	ALLIANT 4392701000 Ramps/Lots FY25
ALLIANT ENERGY	27.08	Energy Costs for Various Locations
ALLIANT ENERGY	27.95	Energy Costs for Various Locations
ALLIANT ENERGY	405.90	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
ALLIANT ENERGY	1,075.19	FY25: 1157 Central Ave - MFC Building Electricity

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALLIANT ENERGY	3,101.67	FY25: 50 W. 13th St - City Hall Electricity
ALLIANT ENERGY	3,880.20	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	34.70	Energy Costs for Various Locations
ALLIANT ENERGY	56.80	Energy Costs for Various Locations
ALLIANT ENERGY	90.46	FY25: W. 5th Restrooms Electricity
ALLIANT ENERGY	54,154.25	FY2025 BLANKET PO - ELECTRICITY COSTS
ALLIANT ENERGY	399.16	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	48.80	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	98.48	Energy Costs for Various Locations
Amazon Capital Services, Inc.	1,076.38	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	46.94	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	309.81	Supplies for programs, patrons, and maintenance
AMERICAN LEGION POST 6	34.00	FLAGS FOR PARKS DEPARTMENT
American National Red Cross	8.75	BLS Training
Andrew Kelly	50.00	SOFTBALL UMPIRE
Andrew Kelly	200.00	SOFTBALL UMPIRE
Approved Networks LLC	284.72	Landfill Fiber Optic Modules
Ariona Albert	5,000.00	YCAF-Aria Janeé's Crochet Café
Ascendance Trucks LLC	472.07	UNIT# 3404 Transmission Filter & Software Update
Ascendance Trucks LLC	47.88	STOCK - Air Filters
Ascendance Trucks LLC	48.58	UNIT# 3222 Parts: Seat Mounting Stud Bolts
Ascendance Trucks LLC	606.78	UNIT# 1906 New Accelerator w/ Sensor Pedal
Ascendance Trucks LLC	1,852.54	UNIT# 2696 Replace Turbocharger, Kit & Actuator
Ascendance Trucks LLC	28.95	UNIT# 3405 Coolant Return Hose Assembly
AssuredPartners Capital Inc	12,705.15	Cyber Renewal Insurance
AT&T Mobility National Accounts, LLC	1,104.79	AT&T FirstNet - 04/29/25-05/28/25
Atlas Copco North America Inc	28,795.00	Portable Boiler Rental for the WRRC - part 2
AV FUEL	38,259.40	Aviation fuel for resale
AV FUEL	550.71	Aviation fuel for resale
B & H FOTO & ELECTRONICS CORP	319.45	four 34" monitors and two 49" monitors
B & H FOTO & ELECTRONICS CORP	799.45	Workstation replacements for FY25
B & H FOTO & ELECTRONICS CORP	2,631.80	6 iPads for Self-Check Kiosk
B & H FOTO & ELECTRONICS CORP	2,495.00	Epson Surecolor T5475
B & H FOTO & ELECTRONICS CORP	526.36	6 iPads for Self-Check Kiosk
Bauer Built Inc	295.00	UNIT# 1906 Two-Axle Alignment - Labor Charge
Behnke Enterprises, Inc.	414.63	UNIT #3919E Repair Leg Jack and Plate
BENJAMIN R HUNT	50.00	SOFTBALL UMPIRE
BENJAMIN R HUNT	100.00	SOFTBALL UMPIRE
BENJAMIN W JOHANNSEN	200.00	SOFTBALL UMPIRE
BENJAMIN W JOHANNSEN	75.00	SOFTBALL UMPIRE
Betty Speirs	53.00	Senior Pool Pass Refund
Birgit Morey	85.00	TRAVEL REIMBURSEMENT 5/1-5/2/25
BLACK HILLS/IOWA GAS UTILITY CO	46.92	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	52.77	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	154.88	FY25 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	44.31	FY25 Gas Service for 300 Main, Suite 330
BLACK HILLS/IOWA GAS UTILITY CO	60.32	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	141.35	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	63.51	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	70.33	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	399.76	Locust Ramp Electricity FY25
BLACK HILLS/IOWA GAS UTILITY CO	305.24	Locust Ramp Electricity FY25
BLACK HILLS/IOWA GAS UTILITY CO	75.46	Locust Ramp Electricity FY25
BluePath Finance FC IV LLC	1,559.41	UTILITY EXPENSE - ELECTRICITY
BluePath Finance FC IV LLC	1,876.86	UTILITY EXPENSE - ELECTRICITY
Boomerang Corp	571,773.69	Relocate Taxiway Alpha Phase 3 - Phase 2 Constr.
Brandi L Baumhover	222.00	Per Diem - Tyler Conference 2025
BRIAN S FELDOTT	259.70	Mileage Reimbursement
BRP Properties LLC	1,650.00	Security Deposit from Escrow

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
C&C MANUFACTURING LLC	774.24	UNIT# 3471 Travel Labor for Diagnosis
Caitlyn Heiderscheit	222.00	Per Diem - Tyler Conference 2025
Camiros, Ltd	2,030.00	UDC Professional Services 3-1-25 to 3-31-25
CARRICO AQUATIC RESOURCES INC	46.84	EQUIPMENT MAINTENANCE
CARRICO AQUATIC RESOURCES INC	727.74	POOL CHEMICALS
CBRE Inc	2,500.00	Appraisal Agreement for Dubuque Marina and Yacht
CDW GOVERNMENT INC	312.12	HPE greenlake for servers - 3 year
CENGAGE LEARNING INC	23.03	Large Print Books for Adult Collection
CENGAGE LEARNING INC	60.68	Large Print Books for Adult Collection
CENGAGE LEARNING INC	22.90	Large Print Books for Adult Collection
CENGAGE LEARNING INC	33.18	Adult LP books for circulating collection
CENGAGE LEARNING INC	45.79	Adult LP books for circulating collection
CENGAGE LEARNING INC	30.79	Adult LP books for circulating collection
CENGAGE LEARNING INC	22.94	Adult LP books for circulating collection
CES COMPUTERS INC	808.00	Nancy McCaul Monitors
CES COMPUTERS INC	3,107.16	New Position Computer Set Up
CES COMPUTERS INC	2,513.16	Kelly Laptop work from home
CES COMPUTERS INC	1,549.00	Insurance for Assist Chief laptop
CHARLES M MILLER	68.00	Nuisance Abatement Reimb Per Diem Charlie Miller
CHEMSEARCH	265.00	Torrent Agreement - Parts Washer -Bld#90 - May 202
CHRISTINE J HAPP	294.40	Travel Reimbursement Chris Happ Olson Preserve Iow
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	168.74	Cintas Ramp Rugs FY25
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	137.93	Cintas Ramp Rugs FY25
CINTAS CORP	452.02	MSC mats/mops, fleet uniforms 021JUN25
CINTAS CORP	169.54	Cintas Ramp Rugs FY25
CINTAS CORP	191.53	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	45.06	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	90.30	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	80.26	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
CINTAS CORP	137.93	Cintas Ramp Rugs FY25
CINTAS CORP	203.92	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	212.20	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	313.89	Mats, Cloths, shop towels 6/9/2025
CINTAS FIRST AID & SAFETY	100.91	FY2025 BLANKET PO - FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	114.30	FIRST AIDE CABINET RESTOCKED
CINTAS FIRST AID & SAFETY	49.33	FIRST AID CABINET RESTOCKED
City of Des Moines	6,336.76	Simmons Pet Food - High Strength Waste - Feb 25
CITY OF DUBUQUE - UB	689.88	COMMUNITY IMPACT SERVICE PROGRAM FR 5/28/25-6/7/25
CITY OF DUBUQUE - UB	512.00	COMMUNITY IMPACT SERVICE PROGRAM FR 5/8/25-5/27/25
CLARKE UNIVERSITY	373.59	FY2025 Franchise Fees
CLARKE UNIVERSITY	2,880.11	FY2025 Franchise Fees
Clean Earth Environmental Solutions Inc	30,161.32	2024-62 - HHM RFP Award Clean Earth
COMMERCIAL FLOORING CO	3,500.00	Carpet for PPC Room
COMMUNICATIONS ENGINEERING CO	6,100.00	XG Firewall Replacement
COMMUNICATIONS ENGINEERING CO	6,305.65	COMISKEY PARK SWITCH
COMMUNICATIONS ENGINEERING CO	694.50	Guest Wi-Fi Down
COMMUNITY INCORPORATED	450.00	Denver Air Marketing - New service ORD-DBQ
COMMUNITY SOLUTIONS OF EASTERN IOWA	13,000.00	FY2025 Contracted Services Agreement_Comm Solution
CONSTELLATION NEW ENERGY GAS DIV	2,870.12	FY2025 BLANKET PO - GAS COSTS
CONSTELLATION NEW ENERGY GAS DIV	1,089.32	NATURAL GAS FOR PARKS
CONSTELLATION NEW ENERGY GAS DIV	2,599.79	Utility gas for library

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CONSTELLATION NEW ENERGY GAS DIV	814.98	FY25: 50 W. 13th St - City Hall Natural Gas
CONTROL INSTALLATIONS OF IOWA INC	353.00	SERVICE CALL NO HEAT
CORI L BURBACH	85.00	5/27 AIA_Bakersville, NC_CB
CORI L BURBACH	27.83	Meal with Lyle Sumek during goal setting-Jimmy Joh
CORI L BURBACH	23.79	Meal with Lyle Sumek during goal setting-Charlotte
D & D CONCRETE INC	11,225.89	curb install twin valley
DAVID A NESS	126.00	travel reimbursement Coralville
DAVID T RESNICK	336.33	5/12 DC Fly In Reimbursement_David Resnick
DEERE & COMPANY	20,167.58	LF- Gator XUV 875M HVAC (Model Year 2025)
DELAWARE CO SOLID WASTE COMMISSION	3,639.12	LF- Delaware County Solid Waste Comm Fees
DEMCO INC	3,617.61	Library book carts FY25
DEMMER OIL COMPANY	3,823.51	DIESEL FUEL- POD MARINA
DEMMER OIL COMPANY	5,898.00	UNLEADED FUEL- POD MARINA
DENISE C BLAKELEY-IHRIG	2,277.38	FY2025 BLANKET PO - CONSULTANT SERVICES
DENISE C BLAKELEY-IHRIG	1,309.20	FY2025 BLANKET PO - CONSULTANT SERVICES
Deshawn Brown	127.00	Washington Park Reservation Refund
Dinges Partners Group	1,893.89	Cleaning & repair of turnout gear
Dinges Partners Group	115.00	Stretch Padded Suspenders
Discover Hospitality LLC	1,397.67	541 Loras Relocation
DITTMER RECYCLING INC	1,114.26	REFUSE FOR APRIL 2025
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	75.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	105.00	FY2025 BLANKET PO - TRASH AND RECYCLING CHARGES
DITTMER RECYCLING INC	466.04	Landfill Fees - 20 yrd/2 yrd - FY25
DITTMER RECYCLING INC	704.17	REFUSE FOR MAY 2025
DITTMER RECYCLING INC	313.70	Weekly refuse and recycling pickup
DONNA J SCHMITT	900.00	2025 SUMMER BASKETBALL CAMP
Donny Does It LLC	828.57	CAMPGROUND MANAGER PAYMENTS FY25
Drive Line & Company, Inc.	140.47	Shorten PTO Shaft for Rental Pump
DUBUQUE AREA CHAMBER OF COMMERCE	20.00	State of Education 2025
DUBUQUE AREA CHAMBER OF COMMERCE	799.00	DC FLY IN REGISTRATION
DUBUQUE AREA CHAMBER OF COMMERCE	25.00	Tri-State Mayors Breakfast-June 2025 MVM
DUBUQUE AREA CHAMBER OF COMMERCE	50.00	Breakfast of Champions and Mayors Breakfast
DUBUQUE AREA CHAMBER OF COMMERCE	110.00	Breakfast of Champions and Mayors Breakfast
DUBUQUE COUNTY CONSERVATION BOARD	68,895.61	MINES OF SPAINS MANAGEMENT AGREEMENT
DUBUQUE COUNTY E911 BOARD	453.90	FY25: Emergency Radio System Access Fee - 5 Radios
DUBUQUE COUNTY RECORDER	107.00	Recording Fees
DUBUQUE COUNTY RECORDER	42.00	Dubuque County Recorder -Ordinance
DUBUQUE COUNTY SHERIFF	20,611.33	Dubuque County Sheriff May & June 2025
DUBUQUE HOSE & HYDRAULICS	9.15	UNIT# 3471 Mini Ball Valve
DUBUQUE HOSE & HYDRAULICS	72.17	UNIT# 3471 Parts :Hair Pin Wire
DUBUQUE HOSE & HYDRAULICS	140.38	UNIT# 540011 Grease Fittings and Adapter
DUBUQUE HOSE & HYDRAULICS	389.24	UNIT# 2703 Hose, Swivel and Crimp Socket
DUBUQUE HOSE & HYDRAULICS	5,024.00	Hose for Puck portable pump unit
DUBUQUE HOSE & HYDRAULICS	885.11	0.75 inch hose for Puck portable pump skid
Dubuque Pride Inc	2,500.00	Neighborhood Grant Reimbur-Pride Festival - June 7
DUBUQUE RACING ASSOCIATION LTD	14.85	DRA Board Mtg Luncheons-May 2025
DUBUQUE SIGN COMPANY	384.95	New gates coming soon signs
DUBUQUE SIGN COMPANY	823.14	GOLF COURSE SIGN
DURIDE	30,000.00	Duride POS Contract FY25
Eagle Point Solar LLC	63,272.80	Pay Request #6/Final Retainage Release
EAST CENTRAL INTERGOVERN ASSOC	2,053.75	16th St Detention Basin Culvert & Pumping Station
EASTERN IOWA ASPHALT MAINTENANCE IN	9,327.85	CRACK SEALING-TRAIL
EASTERN IOWA EXCAV & CONCRETE LLC	5,165.37	WELU PARK PLAYGROUND IMPROVEMENTS
ELECTRONIC DATA COLLECTION CORP	1,371.50	AIMS-PARCS Integration
Elle Veda Wernimont	5,000.00	YCAF-Weatherization Kits
EMILY E BARTLEY	19.04	Mileage for outreach and workshops
EMILY E BARTLEY	34.16	Mileage for outreach and workshops
EMMAUS BIBLE COLLEGE	3,899.99	FY2025 Franchise Fees

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Eocene Environmental Group	491.65	EPA Brownfield
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 05/21/25
EUROFINS ENV TESTING NORTH CENTRAL	637.80	NPDES - 04/30/25 & 05/07/25
EUROFINS ENV TESTING NORTH CENTRAL	132.35	Wastewater Testing - Drying Pad - 05/28/25
EUROFINS ENV TESTING NORTH CENTRAL	169.80	DMASWA - 2nd Qtr 2025 - 05/02/25
EUROFINS ENV TESTING NORTH CENTRAL	169.80	RIE- 2nd Qtr 2025 - 05/07/25
EUROFINS ENV TESTING NORTH CENTRAL	469.40	TriState Quality Metals-Baseline Monitor - 5/9/25
EUROFINS ENV TESTING NORTH CENTRAL	169.80	DBQ Stamp - 2nd Qtr 2025 - 05/21/25
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 05/28/25
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Eagle Window - 2nd Qtr 2025 - 06/04/25
EUROFINS ENV TESTING NORTH CENTRAL	52.10	RIE- 2nd Qtr 2025 resample - 06/04/25
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 06/04/25
EXPRESS EMPLOYMENT PROFESSIONALS	1,354.37	Charge for Temp Lab Tech - ending 05/18/25
EXPRESS EMPLOYMENT PROFESSIONALS	700.00	Temp Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	1,395.29	Charge for Temp Lab Tech - ending 05/25/25
EXPRESS EMPLOYMENT PROFESSIONALS	735.00	Temp Custodial Services
FEDEX	6.30	SHIPPING FEE-OIL SAMPLE OF WELL 6/7 TRANSFORMER
FEHR-GRAHAM & ASSOCIATES LLC	899.25	WELU PARK PLAYGROUND CONSULTATION/ENGAGEMENT
FEHR-GRAHAM & ASSOCIATES LLC	381.00	Coates-Brunskill/Southgate Sewer Repair
FOTH INFRASTRUCTURE & ENVIRO LLC	11,208.80	Reconstruct GA Apron Const Phase Engineering
Frontline Public Safety Solutions	6,600.00	Training Software for Training Office
G & R TREE SERVICE INC	1,750.00	TREE REMOVAL
G & R TREE SERVICE INC	875.00	TREE REMOVAL
GALLS LLC	42.93	Tacitcal Key Clips
GANSEN EXCAVATING INC	2,943.92	Moracco sanitary manhole
GANSEN EXCAVATING INC	26,455.70	Twin Valley cleaning stormwater ditch
GAZAWAY & ASSOCIATES	27,600.00	WELU PARK PLAYGROUND INSTALLATION
GEISLER BROTHERS COMPANY	691.18	Install Damper 03.15.25
GEISLER BROTHERS COMPANY	2,342.46	WRRC maintenance - 04/15/25
GIERKE ROBINSON COMPANY INC	4,396.00	GENERATORS FOR WATER VEHICLES
GILLIG LLC	171.09	UNIT# 2682 Replace ABS PMV Valve
GILLIG LLC	263.05	STOCK - JULE, Slack Adj Brake and Lamp Assembly
GINA M HODGSON	15.02	Mileage & Parking Fees 1/1/25 to 5/31/25
GINA S BELL	198.03	Reimbursements_Parking and Mileage_GB
Global Flight Solutions, LLC	4,000.00	Air Service Consulting
GOODYEAR TIRE & RUBBER	2,573.28	Goodyear Tires March 25
GOODYEAR TIRE & RUBBER	2,593.90	Goodyear Tires April 25
GOVCONNECTION INC	10,909.57	WRRC- UPSs for Switch Replacement
GOVCONNECTION INC	2,155.86	WRRC- UPSs for Switch Replacement
GRAINGER INC	38.70	SHOP USE - Eraser Wheels
GRAY MEDIA GROUP, INC	1,900.00	April 2025 Advertising
GRAYMONT WESTERN LIME INC	5,114.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,102.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,188.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,002.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,180.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,146.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREEN VALLEY LANDSCAPING LLC	34,400.00	HWY 20 BED REDUCTION PROJECT
GT Novelty LLC	98,356.91	TIF Spring2025/FY25
HACH CHEMICAL COMPANY	206.00	Nitrogen- Nitrate- Lab Supplies
HDC BUSINESS FORMS CORP	2,430.38	Direct Thermal Parking Tickets
HDR ENGINEERING INC	10,415.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	971.16	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	6,930.00	Sanitary Sewer Asset Mgmt Plan
HERBST UPHOLSTERY	175.00	Mini Bus Seat Repair
HERBST UPHOLSTERY	190.00	UNIT# 4916 Replace 3-Cloth Panel Driver's Seat
HERBST UPHOLSTERY	180.00	UNIT# 1906 Replace Section Foam and Vinyl Seat
HERITAGE WORKS INC	9,690.00	Heritage Works Survey Invoice
HILLCREST FAMILY SERVICES INC	150.17	FY2025 Franchise Fees
HILLCREST FAMILY SERVICES INC	225.26	FY2025 Franchise Fees

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HOLY FAMILY CATHOLIC SCHOOLS	1,280.28	FY2025 Franchise Fees
HORNUNG'S GOLF PRODUCTS, INC.	97.76	CUSTOM POKER CHIP FOR GOLF PRO SHOP
HYGIENIC LABORATORY	641.00	METALS, HALOACETIC ACIDS & YEAST/MOLD TESTING
INFOSEND INC	14,044.34	May Charges
INGRAM LIBRARY SERVICES INC.	(10.49)	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	(10.49)	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	3,192.88	Books for Adult Circulating Collection FY25
INGRAM LIBRARY SERVICES INC.	(9.74)	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	2,577.67	Books for Adult Circulating Collection FY25
INGRAM LIBRARY SERVICES INC.	887.24	Books for Adult Circulating Collection FY25
INTELIUS SCREENING SOLUTIONS LLC	1,081.40	FY25 Background Checks - May 2025
INTERSTATE PIPE & SUPPLY	243.75	Fittings for Reroute Piping - Keywest Carwash
INTERSTATE POWER SYSTEMS INC	4,265.86	UNIT# 3471 Outsourced Repair Services
IOWA DEPARTMENT OF PUBLIC SAFETY	100.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPT OF NATURAL RESOURCES	75,308.48	LF-Quart Solid Waste Tonnage & Retaine Fee Q3 FY25
IOWA DEPT OF TRANSPORTATION	105.48	Paper for MCTs
IOWA ONE CALL	924.80	FY25: Iowa One Call - Utility Locates
J & R SUPPLY COMPANY	8,070.00	OVERLAY VALVE & HYDRANT REPLACEMENT
J & R SUPPLY COMPANY	7,500.00	OVERLAY VALVE HYDRANT REPLACEMENT
J & R SUPPLY COMPANY	2,720.00	locates flags
J & R SUPPLY COMPANY	250.00	PROBES FOR FINDING PIPES
J & R SUPPLY COMPANY	8,425.00	SUPPLIES FOR MOVING/REPLACING VALVES & TEE
J & R SUPPLY COMPANY	9,545.00	SUPPLIES USED IN REPLACING HYDRANTS FOR OVERLAY PR
J & R SUPPLY COMPANY	2,225.00	CUTTING BIT FOR LARGE TAPPING MACHINE
J & R SUPPLY COMPANY	100.00	wood lathe
J & R SUPPLY COMPANY	190.00	TOOL FOR LIFTING VALVES FOR TRUCKS
J&R RENTAL LLC	1,082.80	Pull Centrifuge Crane Off of the Rail
J&R RENTAL LLC	795.90	Air Compressor for Draft Tube Mixer Repair
J&R RENTAL LLC	226.20	Scaffold for Draft Tube Mixer Repair
J.J. Scheckel Heavy Equipment Corporation	33,500.00	LF- New Holmes 11F Rollerblade
JAMES J GRAVES	105.00	Reflective Numbers for MFF Helmets
JAMES J GRAVES	165.00	Remove Decals from Patrol Vehicle
Jason Lindsey	965.98	Hooked on Science Summer Reading performer 6/27
JEREMY R JENSEN	102.00	Per Diem IPCA Conference
JMJ SCREEN PRINTING	992.04	VOLUNTEER DBQ SHIRTS
JOHN J MEYER	5,100.00	WORK DONE ON THE KIDDIE POOL
JOHN J PACE	85.00	Per Diem for IPCA Conference
JOHNSON PLASTICS PLUS	918.68	Maker Space patron blanks and supplies
JOHNSON PLASTICS PLUS	438.00	Maker Space patron blanks and supplies
Johnson Reporting Services, Ltd.	1,079.90	Transcript & Reporting Fees
JOSEPH A MESSERICH	85.00	Per Diem IPCA Conference
KANE, NORBY AND REDDICK, PC	448.00	Review Cummins Contract for WRRC
Kanopy Inc	803.00	Kanopy streaming movies for library
Kate Weidemann	222.00	Per Diem - Tyler Conference 2025
KELSIE ZEPESKI	3,910.00	LIFEGUARD CLASSES
KILBURG EQUIPMENT LLC	734.30	STOCK - 10 Micron Return Filter
KRUSER SEPTIC SERVICE INC	3,715.00	TV line at GRC
KURT P WELAND	75.00	SOFTBALL UMPIRE
KURT P WELAND	75.00	SOFTBALL UMPIRE
LAMAR TEXAS LIMITED PARTNERSHIP	1,650.00	Air Service Marketing-May 2025
LIBRARY MARKET	2,500.00	Library Events Calendar software
LIME ROCK SPRINGS CO	469.58	BEVERAGES THROUGH JUNE 2025
LIME ROCK SPRINGS CO	478.08	BEVERAGES THROUGH JUNE 2025
LIME ROCK SPRINGS CO	330.54	BEVERAGES THROUGH JUNE 2025
LYLE SUMEK ASSOCIATES INC	11,000.00	May 2025 Preparation Goal Setting - Lyle Sumek
Lynch Dallas PC	635.00	Civil Service Commission Invoice #223138
MACQUEEN EQUIPMENT GROUP	963.01	Installation of Camera in Battalion 1
MACQUEEN EQUIPMENT GROUP	375.00	SCBA flow test for Ops
MACQUEEN EQUIPMENT GROUP	234.25	Storz & Thread for Hose

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MACQUEEN EQUIPMENT GROUP	562.50	Fire Boots
MARTIN EQUIPMENT OF IL INC	261.60	STOCK - Parts: T23P Pin
MAV RESTORATIONS LLC	53,050.00	653 Wilson Invoice 1
MAV RESTORATIONS LLC	24,900.00	1345 Glen Oak CDBG Invoice
MAV RESTORATIONS LLC	12,400.00	412 Locust #1 and #2- 21 Lead work
MCDERMOTT EXCAVATING	208,539.06	2024 SRF Green Alley Project
MCGRATH AUTOMOTIVE GROUP INC	43,451.00	PURCHASE OF 2 VEHICLES
MEDIACOM	236.90	INTERNET FOR TREE CREW
MEDIACOM	236.90	FY25 INTERNET FOR POD MARINA
MEDICAL ASSOCIATES CLINIC PC	1,800.00	Office Wellness Visits-May & June 2025
MICHAEL J SULLIVAN	225.00	SOFTBALL UMPIRE
MICHAEL J SULLIVAN	300.00	SOFTBALL UMPIRE
MICS CONSTRUCTION	36,925.00	533 Loras MIC Invoice 21 Lead
MICS CONSTRUCTION	22,875.00	533 Loras MIC Invoice 21 Lead
MIDWEST TAPE LLC	(28.49)	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	6,637.80	Streaming of movies, ebooks, music eAudio Books, c
Mikaela Tully	230.72	Mileage - Newton Trip
MIKE FINNIN FORD LLC	517.42	UNIT# 110012 Replace Wheel Hub Assembly
MIKE FINNIN FORD LLC	306.34	UNIT# 110012 Replacement Parts: Box Assembly
MIKE FINNIN FORD LLC	539.94	STOCK - Brake Rotors for Police Units
MIKE FINNIN FORD LLC	29.90	UNIT# 110002 Replace V-Belt
MIKE FINNIN FORD LLC	943.46	STOCK - Brakes, Rotors & Wiper Blades-Police Units
Mint Green Group USA	1,432.46	PRO SHOP ITEMS
Mint Green Group USA	466.98	PRO SHOP ITEMS
Mint Green Group USA	584.35	PRO SHOP ITEMS
Mint Green Group USA	106.00	PRO SHOP ITEMS
Mint Green Group USA	1,772.98	STAFF UNIFORMS
MIRACLE CAR WASH CORP	42.98	PATROL TRUCKS WASHED
MIRACLE CAR WASH CORP	45.78	FY25 Miracle Car Wash Corp
MIRACLE EXPRESS INC	15.26	FY25 Miracle Express Car
Miranda Onofre	164.36	Travel Reimbursement
MODERN PIPING INC	6,444.58	Emergency Maintenance on Temporary Boiler
MOLO OIL COMPANY	591.53	CoD Fuel 04/20/2025-05/19/2025
MULGREW OIL COMPANY	1,346.32	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	2,543.97	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	762.43	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	557.02	UNLEADED AND DIESEL FUEL- BHGC
MUNICIPAL COLLECTIONS OF AMERICA IN	601.35	Collection Fees for Utility Billing
MUNICIPAL PIPE TOOL CO LLC	366.46	nozzle skids
MYERS-COX CO	478.67	MISC FOOD PRODUCTS- POD MARINA
MYERS-COX CO	1,747.14	MISC FOOD PRODUCTS- MCALEECE
MYERS-COX CO	477.20	MISC FOOD PRODUCTS- FLORA POOL
MYERS-COX CO	733.30	MISC FOOD PRODUCTS- FLORA POOL
MYERS-COX CO	330.73	MISC FOOD PRODUCTS- SUTTON POOL
MYERS-COX CO	483.84	MISC FOOD PRODUCTS- SUTTON POOL
MYERS-COX CO	865.48	MISC FOOD PRODUCTS- FLORA POOL
Nicolas Farfan	50.00	SOFTBALL UMPIRE
Nicolas Farfan	100.00	SOFTBALL UMPIRE
NORTHERN LIGHTS FOODSERVICE	300.30	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
O'REILLY AUTOMOTIVE INC	191.92	UNIT# 4910 Quart Specialty Gear Oil
O'REILLY AUTOMOTIVE INC	31.98	UNIT# 1922 Replace Air Filter
O'REILLY AUTOMOTIVE INC	119.90	STOCK - Winter Wiper Blades (Special Offer)
O'REILLY AUTOMOTIVE INC	14.39	UNIT# 2648 Wiper Blades
O'REILLY AUTOMOTIVE INC	144.99	UNIT# 110033 Replace Brake Rotors and Semi-Met Pad
O'REILLY AUTOMOTIVE INC	9.90	UNIT# 2696 Specialty Hose Clamp
O'REILLY AUTOMOTIVE INC	73.30	UNIT# 1914 Replace Crankcase Filter
O'REILLY AUTOMOTIVE INC	54.92	UNIT# 0903 Replace Wiper Blades
ORIGIN DESIGN CO	35,096.37	ReBidding BBranch Pumping Station Project
ORIGIN DESIGN CO	3,445.75	PROFESSIONAL SVCS - LEAD SVC LINE REPL. PROJ
ORIGIN DESIGN CO	15,816.35	Kerper Lift Station Consulting Engineering

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ORIGINAL WATERMEN INC	146.87	STAFF SWIMSUITS
O'TOOLE OFFICE SUPPLY COMPANY	231.40	CFAI Stickers for Fire Apparatus
OVERDRIVE INC	382.96	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,194.02	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,210.19	downladable audio and ebooks for adult collection
OVERDRIVE INC	583.95	downladable audio and ebooks for adult collection
OVERDRIVE INC	796.55	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,330.53	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,128.61	downladable audio and ebooks for adult collection
OVERDRIVE INC	728.83	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,279.86	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,332.17	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,295.41	Teen ebooks and eaudio for digital collection
OVERDRIVE INC	1,121.36	Downloadable ebooks and eaudio for children collec
OVERDRIVE INC	3,073.67	Downloadable ebooks and eaudio for children collec
OVERDRIVE INC	2,106.62	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,480.70	downladable audio and ebooks for adult collection
OVERDRIVE INC	969.01	downladable audio and ebooks for adult collection
OVERDRIVE INC	934.08	downladable audio and ebooks for adult collection
OVERDRIVE INC	993.34	downladable audio and ebooks for adult collection
OVERDRIVE INC	845.43	Downloadable books for adult collection
OVERDRIVE INC	2,597.62	Downloadable ebooks and eaudio for children collec
OVERDRIVE INC	1,774.84	Downloadable ebooks and eaudio for children collec
OVERDRIVE INC	1,393.10	Downloadable books for adult collection
OVERDRIVE INC	2,117.09	Downloadable books for adult collection
OVERDRIVE INC	2,440.70	Dowloadable eAudio books for adult collection
OVERDRIVE INC	709.25	Downloadable books for adult collection
OVERDRIVE INC	2,166.73	Downloadable books for Adult Collection
OVERDRIVE INC	740.96	Downloadable books for adult collection
OVERDRIVE INC	27.50	downladable audio and ebooks for adult collection
OVERDRIVE INC	85.50	downladable audio and ebooks for adult collection
OVERDRIVE INC	1,500.00	Overdrive Platform fee 4/25 to 6/25
OVIVO USA LLC	1,108.60	Parts for Draft Tube Mixers - Stock
PAMELA J CONNOLLY	1,020.00	CHAIR YOGA & GENTLE FULL BODY CONDITIONING
PASSPORT LABS INC	1,850.00	Passport Parking Meter App FY25
PAULSON ELECTRIC COMPANY	958.51	Replace Exit Lights
PAULSON ELECTRIC COMPANY	105.35	ELECTRICAL SERVICES TO INSTALL COVER
PEERLESS WELL & PUMP INC	69,772.00	WELL 2 EMERGENCY REPAIRS
PHELPS THE UNIFORM SPECIALISTS	48.19	Uniform cleaning for mechanic; shop towels cleanin
PORTZEN CONSTRUCTION INC	30,000.00	WRRC Emergency Repairs
PORTZEN CONSTRUCTION INC	12,754.96	WRRC Emergency Repairs - Inv #2
PORTZEN CONSTRUCTION INC	116.58	MSC locker room toilet svc
PORTZEN CONSTRUCTION INC	739,736.64	Dubuque Gate and Pump Station Flood Mitigation 16t
PORTZEN CONSTRUCTION INC	148,437.50	Ruby Sutton Bldg Second Floor Remodel Project
PRECISE MRM LLC	360.00	Precise Fleet Mgmt Software
PRECISE MRM LLC	860.00	2025-04 Subscription
PROQUEST LLC	2,837.50	Syndetic catalog service from ProQuest
PRO-WEST & ASSOC INC	6,350.00	40 Hour Block Support Package
QUEEN B RADIO WISCONSIN INC	408.00	WPVL-FM and WGLR-FM
QUEEN B RADIO WISCONSIN INC	400.00	WPVL-FM and WGLR-FM
R & J Window Cleaning LLC	275.00	Window Cleaning- POD Marina
RACOM CORPORATION	320.00	UNIT# 3450 Parts: Power Adaptor
RACOM CORPORATION	23.76	UNIT# 540001 Parts: Wedge Mount
RACOM CORPORATION	64,447.91	SECURITY CAMERA SYSTEM COMPONENTS - SCADA
RADIO DUBUQUE INC	396.00	Denver Air Conn Marketing - New service ORD-DBQ
RADIO DUBUQUE INC	270.00	Denver Air Conn Marketing - New service ORD-DBQ
Ragan E Griffin	271.02	Griffin 2025 HUD Conference Reimbursement
RAINBO OIL COMPANY	1,255.00	STOCK - Bulk Fluids - Specialty Oil
RAM SERVICES LLC	1,095.00	165 W 23rd Radon Work
RAM SERVICES LLC	100.00	390 Glen Oak Radon Test

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RAPIDS REPRODUCTION INC	3,983.04	Plans & Specs for Relocate Taxiway A Const Phase 3
RIVER CITY STONE	96.86	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	743.77	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	407.85	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	113.75	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	356.22	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
ROBERT G WRIGHT JR	2,700.00	876 Clarke Windows
Rock Valley Physical Therapy	35,581.00	Physicals for Fire Employees
Rock Valley Physical Therapy	4,696.00	Physicals for Fire Employees
Ronald V Burbach	1,932.00	May Weed Control
ROSENBAUER MINNESOTA LLC	840.48	UNIT# 1921 Replace Filter Pressure Trex
RTN Publishing Company	556.00	Ad for Air Service
SADLER POWER TRAIN INC	(8.38)	30200R3 Model 30C/M Lamp bulk
SADLER POWER TRAIN INC	(2.31)	HP6256WC 5/8" Hitch Pin w/clip 4.5"
SADLER POWER TRAIN INC	(31.88)	BE13250 Stop Light Switch Unit 1902
SADLER POWER TRAIN INC	(272.60)	INV 0310206586 unit 0917 amber Strobe light
SADLER POWER TRAIN INC	(540.00)	UNIT# 2680 Replace Compressor
SADLER POWER TRAIN INC	716.02	STOCK - Vehicle Lamps/Lights
SADLER POWER TRAIN INC	70.82	UNIT# 1921 Replacement Parts- U-Bolt Assembly
SADLER POWER TRAIN INC	42.40	UNIT# 3412 Replace Vehicle Lamp 4" Red SuperNova
SADLER POWER TRAIN INC	23.26	UNIT# 1906 Replace LED 12Volt Lamp Kit
SADLER POWER TRAIN INC	8.20	UNIT# 3507 Grease Seal 2.5 OD x 1.7 ID
SADLER POWER TRAIN INC	265.20	SHOP USE - Shell Sontax Grease Tubes
SAFEGUARD BUSINESS SYSTEMS INC	1,380.00	Library logo adult & youth shirts
SAFEGUARD BUSINESS SYSTEMS INC	1,215.00	5 3/4 X 4 1/2 custom Grant Wood Appraisal notecard
SAINT MARK YOUTH ENRICHMENT	4,573.93	St Marks_Purchase of Services Agreement FY2025
SCHIMBERG COMPANY	996.00	COUPLINGS FOR METERS
SCHINDLER ELEVATOR CORP	6,059.99	HANDRAIL ROLLERS REPLACED
Schmitt Island Development Corp.	122,138.00	SHORTFALL IMON ARENA
Seiler Instrument & MFG Co Inc	54.41	Survey Equipment
SENECA COMPANIES	1,572.00	SERVICE AT THE POD MARINA ON POS SYSTEM
Sewer AI Corporation	7,680.00	Sewer AI Data Colleciton
SHERWIN INDUSTRIES INC	391.75	Bowmonk recalibration
Sinclair Television Group, Inc.	750.00	Cedar Rapids Advertisements
SITEONE LANDSCAPE SUPPLY HOLDING	7,304.50	ASH TREE TREATMENT SUPPLIES
STANARD AND ASSOCIATES INC	124.43	Testing forms and manual
STEEL MART	59.60	metal for parking meter brackets
Steven Engelhart	1,100.00	REPAIRS TO PLAYGROUND EQUIPMENT
STRAND ASSOCIATES INC	365.15	SCADA on call services for flow meters
STRAND ASSOCIATES INC	249.53	SCADA on call services for flow meters
Susan J.M. Bauman	2,165.10	Arbitration Fees
TDC Excavating Inc	7,791.12	emergency concrete repairs
Telos Corporation	232.75	Fingerprint checks for TSA security
Telos Corporation	267.25	Fingerprint checks for TSA security
Telos Corporation	254.50	Fingerprint checks for TSA security
TERESA N PUTCHIO	340.44	Per Diem - Tyler Conference 2025
TERRACON CONSULTANTS INC	27,302.50	Geotechnical Eng Srv Old Mill Pumping Station Forc
THE CINCINNATI INSURANCE COMPANY	2,648.00	1775 Washington; Herrig, Collin_property insurance
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE FISCHER COMPANIES	80.00	June EHR Parking - 2 spaces
THE LOCKSMITH EXPRESS	30.00	Stamped Key
THE LOCKSMITH EXPRESS	76.50	KEYS FOR REC PROGRAMS
THE LOCKSMITH EXPRESS	80.00	Service call for employee entrance
THE LOCKSMITH EXPRESS	50.00	MASTER KEY LIST
THE LOCKSMITH EXPRESS	95.00	REKEY LOCKSET AT VETS
THE LOCKSMITH EXPRESS	75.00	KEY FOR NEW DOOR-ALLISON HENDERSON
The Rustic Chicken Farm And Rabbitry	450.00	Petting zoo June 20, 2025
THERESE H GOODMANN	3,333.33	Strategic partnerships with federal agencies 2025
THOMPSON TIRE & RETREAD	100.00	UNIT# 530002 Flow Thru Valve Caps
THOMPSON TIRE & RETREAD	1,260.42	UNIT# 3212 Replace (2) Tires and Refurb (1)

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THOMPSON TIRE & RETREAD	1,140.88	UNIT# 3413 Replace (4) Tires
THOMPSON TIRE & RETREAD	528.44	UNIT# 3404 Replace (2) Tires
THOMPSON TIRE & RETREAD	305.72	UNIT# 3409 Replace (1) Flat Tire
THOMPSON TIRE & RETREAD	30.00	UNIT# 540006 Labor Cost to Repair Tire
THOMPSON TIRE & RETREAD	651.12	UNIT# 110002 Replace (4) Tires
THOMPSON TIRE & RETREAD	250.00	UNIT# 4911 Replace Tire
THREE RIVERS FS INC	43.65	UNIT# 4008 LP Gas for Forklift
TIMOTHY J WITTSTOCK	116.00	Police supplies
TIMOTHY L SPECHT	20,850.00	529 Pickett Specht Invoice 1
TIMOTHY L SPECHT	15,500.00	529 Pickett Invoice 2
TIMOTHY L SPECHT	9,825.00	529 Pickett Invoice 3
TIMOTHY L SPECHT	16,200.00	704 Providence LHH Final Invoice
TIMOTHY P GOTTSCHALK	150.00	SOFTBALL UMPIRE
TIMOTHY P GOTTSCHALK	225.00	SOFTBALL UMPIRE
TM Inc	315.00	Mail Courier Service
TONYA S ENGLAND	13.00	Mileage & Parking Fees 1/1/25 to 6/10/25
TOWER OPTICAL COMPANY	95.90	VIEWING TOWERS -EPP
TOWNSQUARE MEDIA LLC	135.00	May 2025 Advertising
TOWNSQUARE MEDIA LLC	1,014.00	May 2025 Advertising
TSCHIGGFRIE EXCAVATING	158,737.59	Southgate Sanitary Sewer Improvement Project
TSCHIGGFRIE EXCAVATING	10,093.75	Twin Ridge Lift Station Abandonment Project
TURPIN DODGE OF DUBUQUE LLC	359.51	UNIT# 4910 Replace Seat & Dome Lamp
TURPIN DODGE OF DUBUQUE LLC	152.44	UNIT# 0907 Replace Engine Parts; Nozzles and Hose
ULINE INC	1,438.69	Office Furniture/supplies
Unified Therapy Services	450.00	875 Kaufmann Eval
Unified Therapy Services	450.00	141 Princeton Eval
Unified Therapy Services	450.00	2268 Prince St Eval
Unified Therapy Services	450.00	2532 Broadway OAHMP Eval
Unified Therapy Services	450.00	2665 White OAHMP Eval
Unified Therapy Services	450.00	2475 Pearl OAHMP Eval
Unified Therapy Services	450.00	395 Kaufmann OAHMP Eval
Unified Therapy Services	450.00	872 Stone Ridge OAHMP Eval
UNION HOERMANN PRESS	131.50	FY2025 Franchise Fees
UNION HOERMANN PRESS	2,805.60	Utility bill insert - Dollars and Cents
UNISON SOLUTIONS INC	275.00	Monthly Analysis of H2S for Air Permit compliance
UNIVERSITY OF DUBUQUE	5,008.70	FY2025 Franchise Fees
US Foods	103.87	MISC FOOD PRODUCTS FOR BHGC
US Foods	557.08	MISC FOOD PRODUCTS FOR BHGC
US Foods	39.03	MISC FOOD PRODUCTS FOR BHGC
US Foods	747.55	MISC FOOD PRODUCTS FOR BHGC
US Foods	39.03	MISC FOOD PRODUCTS FOR BHGC
US Foods	1,008.16	MISC FOOD PRODUCTS FOR BHGC
VERIZON WIRELESS SERVICES LLC	114.37	Fixed Route Signs Data
VERIZON WIRELESS SERVICES LLC	360.34	Fixed Route Rangers Data
Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
Vidl Solutions, Inc	10,500.00	CC Goal-Organizational Culture Continuous Improvem
VRBAN FIRE PROTECTION INC	463.00	Replace Tamper Switch - Bld #70
VRBAN FIRE PROTECTION INC	342.00	5th St Ramp Annual Standpipe Testing
VRBAN FIRE PROTECTION INC	342.00	Five Flags Ramp Annual Standpipe Testing
VRBAN FIRE PROTECTION INC	342.00	Central Ramp Annual Standpipe Testing
Walker Consultants, Inc.	11,250.00	Chaplain Schmitt Island Multi Model Access Plan
WALLY C WERNIMONT	113.68	Mileage Reimbursement Wally Wernimont Nat APA Denv
WELU PRINTING COMPANY	184.82	Asphalt Overlay Postcard #3 with Mailing Services
WESTPHAL & COMPANY, INC	99.00	Vestibule Terminal Doors
WEX HEALTH INC	1,065.76	FY25 COBRA, Commuter, FSA Admin - May2025
William Doyle	153.00	Travel Reimbursement for Bill Doyle Preserve Iowa
ZEPHYR ALUMINUM PRODUCTS	10,290.00	EB LYONS FRONT DOOR REPLACEMENT
	$ 3,883,362.95	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1014498	6/11/2025	563 DESIGN PLLC	2,385.00	MFC Design Professional Service Agreement
517796	6/11/2025	ACCESS TECHNOLOGIES INC	8,602.80	FY25 Copy and Print Costs for Malfunctions
1014435	6/4/2025	ADVANTAGE SHEET METAL INC	429.25	Service call to City Hall HVAC
1014435	6/4/2025	ADVANTAGE SHEET METAL INC	147.00	Service Call W 3rd Water Tower
1014435	6/4/2025	ADVANTAGE SHEET METAL INC	857.50	HVAC Service Fed Bldg
1014522	6/11/2025	ADVANTAGE SHEET METAL INC	6,121.50	Engine House 1 cooling system repair
1014465	6/11/2025	AECOM TECHNICAL SERVICES INC	33,714.25	B2E2 (705) RAISE Planning Grant Design Services
1014465	6/11/2025	AECOM TECHNICAL SERVICES INC	3,039.01	22200328
1014457	6/11/2025	AHLERS & COONEY PC	1,340.00	Urban Renewal General
1014457	6/11/2025	AHLERS & COONEY PC	245.00	Urban Renewal General 5/20/25
1014457	6/11/2025	AHLERS & COONEY PC	556.00	Urban Renewal General 5/17/25
517819	6/11/2025	Alda Kaufman	480.00	Art @ your library April/May 2025 sales to artist
517832	6/11/2025	ALL SEASONS HEATING & COOLING	228.00	LANDFILL-Breakroom AC Repair
517833	6/11/2025	ALLIANT ENERGY	72.21	Energy Costs for Various Locations
517833	6/11/2025	ALLIANT ENERGY	60.06	Energy Costs for Various Locations
517833	6/11/2025	ALLIANT ENERGY	40.38	Energy Costs for Various Locations
517833	6/11/2025	ALLIANT ENERGY	735.49	ELECTRIC BILLS FOR FY25
517833	6/11/2025	ALLIANT ENERGY	131.77	ELECTRIC BILLS FOR FY25
517833	6/11/2025	ALLIANT ENERGY	97.29	ELECTRIC BILLS FOR FY25
517833	6/11/2025	ALLIANT ENERGY	408.48	ELECTRIC BILLS FOR FY25
517833	6/11/2025	ALLIANT ENERGY	1,675.24	ELECTRIC BILLS FOR FY25
517833	6/11/2025	ALLIANT ENERGY	1,707.91	Electricity for JOTC May 25
517833	6/11/2025	ALLIANT ENERGY	193.74	FY25 Electrical Service for 300 Main, Suite 330
517833	6/11/2025	ALLIANT ENERGY	13,075.50	WRRC Lift Stations - Electricity Expense FY25
517833	6/11/2025	ALLIANT ENERGY	7,835.24	Electrical Service for building
517833	6/11/2025	ALLIANT ENERGY	21.93	Alliant 0539621000 12th Bluff Lot FY25
517833	6/11/2025	ALLIANT ENERGY	1,915.86	0557811000 PORT RAMP FY25
517833	6/11/2025	ALLIANT ENERGY	540.36	0557811000 PORT RAMP FY25
517833	6/11/2025	ALLIANT ENERGY	1,727.03	Alliant 1406331000 Intermodal Ramp FY25
517833	6/11/2025	ALLIANT ENERGY	1,420.32	Alliant 1522511000 5th St Ramp FY25
517833	6/11/2025	ALLIANT ENERGY	78.14	Alliant 6477860931 12th Elm Lot FY25
517833	6/11/2025	ALLIANT ENERGY	1,789.57	FY25: 1300 Main St - City Annex Electricity
517833	6/11/2025	ALLIANT ENERGY	1,877.42	FY25: 1300 Main St - City Annex Electricity
517833	6/11/2025	ALLIANT ENERGY	25.35	FY25: 510 E. 22nd St
517833	6/11/2025	ALLIANT ENERGY	39.61	431 Rhomberg Electricity - Constr. Trailer
517833	6/11/2025	ALLIANT ENERGY	78.26	FY25: 411 E. 15th St - Blum Site Electricity
517833	6/11/2025	ALLIANT ENERGY	25.77	FY25: 2356 Washington - BBranch Camera Electricity
517833	6/11/2025	ALLIANT ENERGY	1,211.69	FY25: 535 E. 16th St - Pump Station Electricity
1014517	6/11/2025	Antonio Mouzon	230.00	Travel Reimbursement
1014520	6/11/2025	Ascendance Trucks LLC	3,337.40	UNIT# 3468 Replace Steer Axle Leaf Springs
1014520	6/11/2025	Ascendance Trucks LLC	304.89	UNIT# 1906 Parts: Flex Air Hose & Expansion Valve
1014520	6/11/2025	Ascendance Trucks LLC	(123.50)	UNIT# 1906 Replace Door Actuator, AC Heat Controls
1014520	6/11/2025	Ascendance Trucks LLC	3,705.20	UNIT# 1902 Replace Turbocharger
1014520	6/11/2025	Ascendance Trucks LLC	2,662.93	UNIT# 3468 Broken Rear N Leaf Drive (Suspension)
517814	6/11/2025	AT&T Mobility National Accounts, LLC	2,916.10	Cellular Service for Department
1014459	6/11/2025	AV FUEL	19,789.33	Aviation fuel for resale
1014459	6/11/2025	AV FUEL	19,491.28	Aviation fuel for resale
1014459	6/11/2025	AV FUEL	19,335.01	Aviation fuel for resale
1014450	6/4/2025	BARD MATERIALS CENTRAL	2,142.55	1097 Rockdale
1014450	6/4/2025	BARD MATERIALS CENTRAL	1,188.81	899 Mt Carmel ADA
1014450	6/4/2025	BARD MATERIALS CENTRAL	1,368.93	1821 Hummingbird
1014450	6/4/2025	BARD MATERIALS CENTRAL	3,490.05	section repair
1014450	6/4/2025	BARD MATERIALS CENTRAL	2,898.90	1590 Innovation
1014450	6/4/2025	BARD MATERIALS CENTRAL	1,079.33	section repair
1014534	6/11/2025	BARD MATERIALS CENTRAL	849.13	GOLF COURSE TOP SAND
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	531.37	FY25 INTERMODAL GAS UTILITIES
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	370.49	FY25 INTERMODAL GAS UTILITIES
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	2,622.73	NATURAL GAS FOR FY25
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	47.55	NATURAL GAS FOR FY25
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.64	NATURAL GAS FOR FY25
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.64	NATURAL GAS FOR FY25
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.00	NATURAL GAS FOR FY25
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY25
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	58.13	FY2025 BLANKET PO - GAS COSTS
1014458	6/11/2025	BLACK HILLS/IOWA GAS UTILITY CO	66.98	DMASWA 04/23/25-05/23/25
1014460	6/11/2025	BLACKHAWK AUTOMATIC SPRINKLERS INC	283.00	Sprinklers inspection
1014515	6/11/2025	Boomerang Corp	221,067.31	Relocate Taxiway Alpha Phase 3 - Phase 2 Constr.
1014453	6/4/2025	BOUND TO STAY BOUND BOOKS INC	94.77	Children's books for collection
1014453	6/4/2025	BOUND TO STAY BOUND BOOKS INC	7,017.35	Children's books for collection
517813	6/11/2025	Bradley M Cavanagh	352.68	5/12 DC Fly In Reimbursement_Brad Cavanagh
517810	6/11/2025	BRUNE ENTERPRISES LLC	5,540.00	Lawn Mowing Services - FY24
517786	6/11/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
517786	6/11/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
1014505	6/11/2025	C&C MANUFACTURING LLC	9,852.08	UNIT# 3471 Control Valve Replacement
1014539	6/11/2025	CAPITAL SANITARY	96.43	Cardstock Paper for Neighborhood Flyers
1014454	6/4/2025	CAPITAL SANITARY	116.32	JANITORIAL SUPPLIES FOR PARKS
1014454	6/4/2025	CAPITAL SANITARY	289.87	MISC ITEMS- BHGC
1014454	6/4/2025	CAPITAL SANITARY	60.82	Janitorial Supplies - JOTC building
1014454	6/4/2025	CAPITAL SANITARY	259.20	Janitorial Supplies - Intermodal Building
1014454	6/4/2025	CAPITAL SANITARY	247.35	ST2-Janitorial Supplies

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1014454	6/4/2025	CAPITAL SANITARY	332.31	MISC SUPPLIES- BHGC
1014539	6/11/2025	CAPITAL SANITARY	249.71	Janitorial Supplies
1014539	6/11/2025	CAPITAL SANITARY	122.21	Janitorial Supplies
1014539	6/11/2025	CAPITAL SANITARY	576.22	MISC JANITORIAL SUPPLIES- SUTTON
1014454	6/4/2025	CAPITAL SANITARY	651.02	MISC JANITORIAL SUPPLIES- FLORA
1014539	6/11/2025	CAPITAL SANITARY	997.09	JANITORIAL SUPPLIES FOR PARKS
1014539	6/11/2025	CAPITAL SANITARY	48.23	SUPPLIES FOR SNACK BAR
1014539	6/11/2025	CAPITAL SANITARY	75.00	Janitorial Supplies
1014539	6/11/2025	CAPITAL SANITARY	278.92	Janitorial Supplies
1014539	6/11/2025	CAPITAL SANITARY	54.55	JANITORIAL SUPPLIES- BHGC
1014539	6/11/2025	CAPITAL SANITARY	104.80	MISC SUPPLIES- FLORA POOL
1014539	6/11/2025	CAPITAL SANITARY	104.80	MISC SUPPLIES- SUTTON POOL
1014539	6/11/2025	CAPITAL SANITARY	39.38	JANITORIAL SUPPLIES- BHGC
1014539	6/11/2025	CAPITAL SANITARY	137.10	JANITORIAL SUPPLIES FOR PARKS
1014503	6/11/2025	CARTER J MEYER	68.00	Per Diem DLE Seminar for K9
517828	6/11/2025	CAZARES, VICENTE	7.00	UB 16931 3163 HILLCREST
517829	6/11/2025	CAZARES, VICENTE	903.06	UB 16931 3163 HILLCREST
1014467	6/11/2025	CENGAGE LEARNING INC	61.69	Large Print Books for Adult Collection
1014467	6/11/2025	CENGAGE LEARNING INC	253.14	Large Print Books for Adult Collection
517825	6/11/2025	Chris Plaisted Sculpture LLC	1,000.00	AOTR 2025-2026 Exhibiting Artist “Wind in the Wave
517834	6/11/2025	Christian Strutz	495.00	Christian Strutz/Wesley Waffles Summer performer
1014485	6/11/2025	CHRISTOPHER J LESTER	310.87	MAY 2025 MILEAGE FOR CHRIS LESTER
1014461	6/11/2025	CINTAS CORP	52.24	Various Maintenance - FY25
1014461	6/11/2025	CINTAS CORP	19.45	Various Maintenance - FY25
1014461	6/11/2025	CINTAS CORP	730.54	Various Maintenance - FY25
1014461	6/11/2025	CINTAS CORP	346.17	Various Maintenance - FY25
1014461	6/11/2025	CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
517787	6/11/2025	CINTAS FIRST AID & SAFETY	99.91	FY2025 First Aid Supplies
517787	6/11/2025	CINTAS FIRST AID & SAFETY	191.94	FY2025 First Aid Supplies
1014511	6/11/2025	City of Dubuque	19,599.30	5/8 Recognition Day_Grand River Center
1014523	6/11/2025	CLAREY'S SAFETY EQUIPMENT INC	254.66	Cal Gas for Hazmat
1014538	6/11/2025	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS
1014436	6/4/2025	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units
1014446	6/4/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1014446	6/4/2025	COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY25
1014446	6/4/2025	COMMAND SECURITY SOLUTIONS	27.81	ALARM MONITORING FY25
1014530	6/11/2025	COMMAND SECURITY SOLUTIONS	1,349.50	Annual Fire Inspection
1014462	6/11/2025	COMMUNICATIONS ENGINEERING CO	7,340.00	Fiber Switches for Virtualization Project
1014462	6/11/2025	COMMUNICATIONS ENGINEERING CO	325,822.23	Virtualization environment for DLEC
1014462	6/11/2025	COMMUNICATIONS ENGINEERING CO	1,810.00	Switches replacement for WRRC
1014497	6/11/2025	CONSTELLATION NEW ENERGY GAS DIV	5,168.51	City Of Dubuque - Dubuque City Garage C&I MAR25
1014497	6/11/2025	CONSTELLATION NEW ENERGY GAS DIV	12,337.04	Natural Gas - FY25 - Constellation
1014512	6/11/2025	ConvergeOne Inc	16,294.00	Superna Failover/Failback Services
1014519	6/11/2025	Cooper Kay	729.00	Tuition Reimbursement Spring 2025
1014463	6/11/2025	Cottingham & Butler Inc	2,917.00	Ongoing consulting 10-1-2024 to 10-1-2025
1014437	6/4/2025	D & K PRODUCTS	9,576.30	TURF CHEMICALS
1014472	6/11/2025	DAVID A NESS	44.89	November 2024 Mileage
1014472	6/11/2025	DAVID A NESS	265.99	December 2024 Mileage
1014472	6/11/2025	DAVID A NESS	140.00	Jan-Mar 2025 Mileage
1014509	6/11/2025	David B Welsh	120.00	Per Diem Public Safety Facilities Seminar
1014477	6/11/2025	DEBRA A SEARLES	36.33	MAY 2025 MILEAGE FOR DEB SEARLES
517809	6/11/2025	DIETZ ENTERPRISES LLC	21,732.00	2036 Lincoln Ave. - Homeowner Rehabilitation
517809	6/11/2025	DIETZ ENTERPRISES LLC	4,268.00	2036 Lincoln Ave. - Homeowner Rehabilitation
517822	6/11/2025	Donna Gibson	80.00	Art @ your library April/May 2025 sales to artist
517788	6/11/2025	DUBUQUE COUNTY ABSTRACT & TITLE	150.00	ABSTRACT FEES FOR 710 W 32ND
517789	6/11/2025	DUBUQUE COUNTY AUDITOR	2,000.00	Landfill Debt Service Fee
1014438	6/4/2025	DUBUQUE FIRE EQUIPMENT INC	42.90	Fire Extinguisher Maintenance
1014438	6/4/2025	DUBUQUE FIRE EQUIPMENT INC	232.00	fire suppresion service
1014438	6/4/2025	DUBUQUE FIRE EQUIPMENT INC	60.00	Extinguisher Inspection
1014438	6/4/2025	DUBUQUE FIRE EQUIPMENT INC	202.80	SCUBA Tank Inspections
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	162.50	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	82.50	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	107.00	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	82.50	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	60.00	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	75.00	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	101.00	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	97.00	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	112.50	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	268.00	FIRE EXTINGUISHER SERVICING 2025
1014524	6/11/2025	DUBUQUE FIRE EQUIPMENT INC	193.50	FIRE EXTINGUISHER SERVICING 2025
1014464	6/11/2025	DUBUQUE HUMANE SOCIETY	14,584.00	FY25 Contracted Service Fees
517790	6/11/2025	DUBUQUE VISITING NURSE ASSOCIATION	2,500.00	2025 EQ Comm Grant Recipient - VNA - Final Payment
517817	6/11/2025	Eagle Point Solar LLC	6,036.30	Install solar photovoltaic system for terminal bld
517824	6/11/2025	Edward Dunkel	110.00	Midwest Pest Control- Spot Treatment (ants)
1014506	6/11/2025	EHRLICH EXCAVATING INC	1,522.82	Dubuque Airport Project
517826	6/11/2025	Ellen Henkels	76.00	Art @ your library April/May 2025 sales to artist
517791	6/11/2025	EMMAUS BIBLE COLLEGE	6,374.47	FY2025 Franchise Fees
1014495	6/11/2025	EXPRESS EMPLOYMENT PROFESSIONALS	938.05	Temporary Administrative Assistant for HR
517802	6/11/2025	FHR Services, LLC	1,311.40	2025 Tack
1014490	6/11/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	12,999.83	Relocate Taxiway A Construction Phase 3

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1014491	6/11/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	825.13	Install PV System Construction-AIP #77
517792	6/11/2025	GREATER DUBUQUE DEVELOPMENT CORP	10,500.00	FY25 Contracted Svcs-GDDC/Campaign 2027
1014514	6/11/2025	HM Life Insurance Company	76,955.55	Stop Loss Insurance premium for June 2025
1014468	6/11/2025	HODGE COMPANY	9,703.56	June Data Center Rent and Expenses
1014468	6/11/2025	HODGE COMPANY	9,597.88	February Lease Payment for 7900 Chav.
1014468	6/11/2025	HODGE COMPANY	8,258.98	March Lease Payment for 7900 Chav.
1014468	6/11/2025	HODGE COMPANY	9,703.56	May Lease Payment for 7900 Chav.
1014468	6/11/2025	HODGE COMPANY	4,047.14	Straka 12969 & Generator Maint.
1014496	6/11/2025	INGRAM LIBRARY SERVICES INC.	1,218.11	Children's books for collection for patrons
1014496	6/11/2025	INGRAM LIBRARY SERVICES INC.	513.66	Teen Young Adult Print Materials for collection
1014496	6/11/2025	INGRAM LIBRARY SERVICES INC.	2,035.49	Children's books for collection for patrons
1014496	6/11/2025	INGRAM LIBRARY SERVICES INC.	107.35	Teen Young Adult Print Materials for collection
251200002	6/2/2025	IOWA FINANCE AUTHORITY	300,041.25	FY25 SRF Semi-Annual Debt Service
251200003	6/2/2025	IOWA FINANCE AUTHORITY	171,220.00	FY25 SRF Semi-Annual Debt Service
251200004	6/2/2025	IOWA FINANCE AUTHORITY	3,281,397.50	FY25 SRF Semi-Annual Debt Service
251200005	6/2/2025	IOWA FINANCE AUTHORITY	195,872.50	FY25 SRF Semi-Annual Debt Service
251200006	6/2/2025	IOWA FINANCE AUTHORITY	18,680.00	FY25 SRF Semi-Annual Debt Service
251200007	6/2/2025	IOWA FINANCE AUTHORITY	866,013.34	FY25 SRF Semi-Annual Debt Service
251200008	6/2/2025	IOWA FINANCE AUTHORITY	10,052.66	FY25 SRF Semi-Annual Debt Service
251200009	6/2/2025	IOWA FINANCE AUTHORITY	1,344,799.47	FY25 SRF Semi-Annual Debt Service
251200010	6/2/2025	IOWA FINANCE AUTHORITY	55,791.25	FY25 SRF Semi-Annual Debt Service
251200011	6/2/2025	IOWA FINANCE AUTHORITY	48,318.75	FY25 SRF Semi-Annual Debt Service
251200012	6/2/2025	IOWA FINANCE AUTHORITY	57,610.00	FY25 SRF Semi-Annual Debt Service
251200013	6/2/2025	IOWA FINANCE AUTHORITY	189,142.50	FY25 SRF Semi-Annual Debt Service
251200014	6/2/2025	IOWA FINANCE AUTHORITY	493,350.00	FY25 SRF Semi-Annual Debt Service
251200015	6/2/2025	IOWA FINANCE AUTHORITY	235,440.00	FY25 SRF Semi-Annual Debt Service
251200016	6/2/2025	IOWA FINANCE AUTHORITY	140,095.26	FY25 SRF Semi-Annual Debt Service
251200017	6/5/2025	IOWA FINANCE AUTHORITY	150,421.96	IFA Caradco Semi-Annual Debt Service
251200018	6/2/2025	IOWA FINANCE AUTHORITY	90,468.25	SRF WQFP-23-001 Annual Debt Service
517816	6/11/2025	Iowa Office of the State Archaeologist	134.00	390 Glen Oak I-Sites Search
1014518	6/11/2025	Isabella David	42.00	Parking Spot - Bella David - June 2025
1014513	6/11/2025	Jacob Hoffman	314.89	Tyler Connect Reimbursement - Jacob H
517821	6/11/2025	JoAnn Hackbarth	268.00	Art @ your library April/May 2025 sales to artist
517811	6/11/2025	JUSTIN M HOGAN	25.65	April Mileage Reimbursement JHogan
1014470	6/11/2025	KELLY R LARSON	437.00	ATD Conference for Kelly Larson - May 2025
517823	6/11/2025	Kim Daykin	264.00	Art @ your library April/May 2025 sales to artist
517794	6/11/2025	KLUESNER CONSTRUCTION INC	800.00	Wood Chips for DMASWA
517794	6/11/2025	KLUESNER CONSTRUCTION INC	200.00	Wood Chips for DMASWA
1014439	6/4/2025	KONE INC	200.00	Elevator Maintenance - FY25
1014525	6/11/2025	KONE INC	210.00	FY25: 1805 Central Ave - Engine Hse - Elev. Maint
1014525	6/11/2025	KONE INC	2,034.00	FY25: Federal Building - Quarterly Elevator Maint
1014474	6/11/2025	KRAEMERS WATER STORE INC	32.45	Bottled Water Service for the Landfill
517804	6/11/2025	LIBRARY IDEAS LLC	1,076.42	Vox Digital Readers for library collection youth
517795	6/11/2025	LIME ROCK SPRINGS CO	146.05	BEVERAGES THROUGH JUNE 2025
1014479	6/11/2025	LYLE SUMEK ASSOCIATES INC	25,350.40	August 2024 Goal Setting - Lyle Sumek
1014500	6/11/2025	MACQUEEN EQUIPMENT GROUP	768.95	UNIT# 2704 Telescopic Booms, Bushings and Shipping
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	72.59	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	43.84	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	55.21	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	104.54	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	51.08	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	57.98	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	54.37	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	44.95	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	50.00	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	276.54	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	293.67	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	52.60	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	47.66	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	45.46	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	62.95	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	63.94	Energy Costs
1014440	6/4/2025	MAQUOKETA VALLEY ELECTRIC COOP	65.22	Energy Costs
1014516	6/11/2025	Mary Angelene Metcalf	70.45	Mileage Reimbursement
1014510	6/11/2025	Maxwell Robert Bray O'Brien	80.00	APWA Spring Conference Travel Reimbursement
1014487	6/11/2025	MICS CONSTRUCTION	3,000.00	1165 Center Place Final Invoice
1014494	6/11/2025	MIDWEST TAPE LLC	479.92	DVD, BluRay and CD Audio for adult collection
1014494	6/11/2025	MIDWEST TAPE LLC	1,223.88	DVD, BluRay and CD Audio for adult collection
1014494	6/11/2025	MIDWEST TAPE LLC	2,226.35	DVD, BluRay and CD Audio for adult collection
1014494	6/11/2025	MIDWEST TAPE LLC	268.90	DVD, BluRay and CD Audio for adult collection
251200020	6/2/2025	MIDWESTONE BANK	649,619.89	June 2025 HAP
251200021	6/2/2025	MIDWESTONE BANK	1,741.46	June 2025 Admin Fee
1014466	6/11/2025	MIKE FINNIN FORD LLC	5,671.65	UNIT# 2616 Motor Replacement
1014466	6/11/2025	MIKE FINNIN FORD LLC	4,301.05	UNIT# 2621 Motor Replacement
517808	6/11/2025	MILLWORK HOTEL ASSOCIATES LLC	1,081.57	2226 Washington Relocation Invoice 1
517808	6/11/2025	MILLWORK HOTEL ASSOCIATES LLC	463.53	2226 Washington Relocation Invoice 2
517808	6/11/2025	MILLWORK HOTEL ASSOCIATES LLC	618.04	2226 Washington Relocation 3
517808	6/11/2025	MILLWORK HOTEL ASSOCIATES LLC	772.55	441 Burch Relocation Invoice
517806	6/11/2025	MOLO PETROLEUM LLC	57.20	MSC Finance Charge
517806	6/11/2025	MOLO PETROLEUM LLC	45.54	MSC Finance Charge
517806	6/11/2025	MOLO PETROLEUM LLC	1,415.95	Landfill fluids- Guardol Bulk

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517797	6/11/2025	MULGREW OIL COMPANY	$ 2,283.47	LF-# 2 PRM DYED WNTR DSL ULS15PPM
517797	6/11/2025	MULGREW OIL COMPANY	2,457.34	LF-# 2 PRM DYED WNTR DSL ULS15PPM
517797	6/11/2025	MULGREW OIL COMPANY	1,293.97	LF-# 2 PRM DYED WNTR DSL ULS15PPM
1014526	6/11/2025	MUTUAL WHEEL COMPANY	36.63	UNIT #130005 Replace Solenoid
1014526	6/11/2025	MUTUAL WHEEL COMPANY	236.00	STOCK - Mud Flaps
1014526	6/11/2025	MUTUAL WHEEL COMPANY	36.63	UNIT# 130005 Replace Solenoid
1014441	6/4/2025	NAPA AUTO PARTS & SUPPLY	10.40	STOCK - Air Filters
1014441	6/4/2025	NAPA AUTO PARTS & SUPPLY	329.71	STOCK - Filters, Motor Oils, & Misc Maint Supplies
1014441	6/4/2025	NAPA AUTO PARTS & SUPPLY	20.96	UNIT# 110012 Wheel Lug Nuts and Oil Filter
1014441	6/4/2025	NAPA AUTO PARTS & SUPPLY	26.26	STOCK - Fuel Filter $ Freese Off Penetrant
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	3.55	UNIT# 3475 Replace Engine Oil Filter
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	100.25	UNIT# 3453 Oil, Hydraulic, Air, & Fuel Filters
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	72.96	STOCK - Glass & Brake Parts Cleaners
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	26.95	UNIT# 3456 Oil Filter Replacement
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	209.58	UNIT# 3455 Hydraulic, Air, Oil, Cabin Filters
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	24.98	SHOP USE - Disposable Wet Towels
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	50.94	SHOP USE - Motor Tune Up Aerosol
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	124.90	SHOP USE - Disposable Wet Towels
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	72.60	STOCK - Filters and Lite Flasher
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	74.48	UNIT# 3456 Replace Air Filters
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	185.27	STOCK - Engine Oil, Fuel & Air Filters
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	65.17	STOCK - Air, and Engine Oil Filters
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	74.48	UNIT# 3457 Replace Air Filters
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	107.94	STOCK - Oil Filters, Undercoating, and Primer
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	13.78	STOCK - Engine Oil and Coolant Filters
1014527	6/11/2025	NAPA AUTO PARTS & SUPPLY	25.80	STOCK - Coolant Filters
1014456	6/4/2025	National Banner Company	450.87	Downtown lightpole banners
1014537	6/11/2025	NORMAN & ASSOCIATES LLC	4,500.00	Finance Manager Coaching
1014528	6/11/2025	NORTHEAST IOWA COMMUNITY COLLEGE	975.00	DBQ Poverty Workshop Reimbursement 4/30/25
1014442	6/4/2025	NORTHEAST IOWA COMMUNITY COLLEGE	765.00	CPR AND FIRST AID FOR PARK STAFF
1014442	6/4/2025	NORTHEAST IOWA COMMUNITY COLLEGE	1,105.00	CPR AND FIRST AID FOR PARK STAFF
1014486	6/11/2025	NUTRI JECT SYSTEMS INC	10,972.39	Biosolids Agreement - FY25 - Hauling
1014486	6/11/2025	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Agreement - FY25 - Storage
1014488	6/11/2025	ONLINE COMPUTER LIBRARY CENTER	1,380.61	Subscription to First Search authority records
517798	6/11/2025	ONMEDIA	400.00	library advertising campaign
251200019	6/4/2025	OPENEDGE - GLOBAL PAYMENTS	3,709.58	DMASWA Monthly CC Fees
517799	6/11/2025	ORKIN LLC	80.40	Pest Control for the Landfill 05/15/25
1014501	6/11/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Uniform cleaning for mechanic; shop towels cleanin
1014443	6/4/2025	POLYDYNE INC	11,730.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1014507	6/11/2025	PRECISE MRM LLC	860.00	2025-05 Subscription
1014529	6/11/2025	PUBLIC SAFETY CENTER	1,380.00	Police Safety Equipment
1014473	6/11/2025	RACOM CORPORATION	815.00	UNIT# 3246 Install Opticom in New F350 Truck
1014473	6/11/2025	RACOM CORPORATION	2,769.57	UNITS# 3471 & 3453 Replace Camera Equipment
1014473	6/11/2025	RACOM CORPORATION	3,265.71	UNIT# 540001 Install Mobile Radio & Components
1014473	6/11/2025	RACOM CORPORATION	19,521.15	Milestone camera server replacement
517812	6/11/2025	RAM SERVICES LLC	1,065.00	324 Lowell Radon Work
517812	6/11/2025	RAM SERVICES LLC	1,095.00	1345 Glen Oak Radon Invoice
1014469	6/11/2025	RICHARD W JONES	285.06	5/12 DC Fly In Reimbursement_Ric Jones
1014475	6/11/2025	RILCO, Inc	2,658.75	STOCK - Bulk Fluids
517807	6/11/2025	RITA A PERSIAN	356.00	Art @ your library April/May 2025 sales to artist
1014444	6/4/2025	RIVER CITY PAVING	11,617.29	Killarney overlay program
1014444	6/4/2025	RIVER CITY PAVING	2,973.28	patching
1014444	6/4/2025	RIVER CITY PAVING	3,026.19	hot mix overlay/ramps
1014444	6/4/2025	RIVER CITY PAVING	3,684.96	ADA/patching
1014476	6/11/2025	ROCK ISLAND ELECTRIC MOTOR REPAIR	6,975.00	Maus Park Flood Pump Repair
517793	6/11/2025	RONDINELLI MUSIC	494.00	Roland TR-08 Drum Machine for circulating collecti
517801	6/11/2025	ROSENBAUER MINNESOTA LLC	5,770.00	Service Contract - Annual
517783	6/4/2025	Ryan Mohling	632.47	Reimbursement for interview expenses
517803	6/11/2025	SAFEGUARD BUSINESS SYSTEMS INC	347.95	June/July Art @ your library Postcards
1014478	6/11/2025	Schadl Incorporated	1,344.36	Landfill General Plumbing- Shop Pit Maint.
1014445	6/4/2025	SCOTT PRINTING	195.00	"Future Collections" labels
517827	6/11/2025	Sinclair Television Group, Inc.	400.00	Cedar Rapids Advertisements
517827	6/11/2025	Sinclair Television Group, Inc.	600.00	Cedar Rapids Advertisements
517827	6/11/2025	Sinclair Television Group, Inc.	400.00	Cedar Rapids Advertisements
517827	6/11/2025	Sinclair Television Group, Inc.	650.00	Cedar Rapids Advertisements
517827	6/11/2025	Sinclair Television Group, Inc.	650.00	Cedar Rapids Advertisements
1014502	6/11/2025	STEARNS, CONRAD, SCHMIDT CONSUL ENG	1,896.45	2025FY Air Quality Services
1014508	6/11/2025	STONE HOLLOW	280.00	Boarding Nitro
1014499	6/11/2025	SUPERION, LLC	3,000.00	Annual Subscription (new) JMS Export
1014499	6/11/2025	SUPERION, LLC	780.00	Annual Subscription (new) JMS Export
517820	6/11/2025	Susan L Lemon	16.00	Art @ your library April/May 2025 sales to artist
517805	6/11/2025	SUSTAINABLE STRATEGIES DC	7,500.00	Strategic Funding Services - Grant Writing
1014447	6/4/2025	TELEGRAPH HERALD	856.20	Publication Expenses
1014447	6/4/2025	TELEGRAPH HERALD	168.15	Publication Expenses
1014447	6/4/2025	TELEGRAPH HERALD	776.23	Publication Expenses
1014447	6/4/2025	TELEGRAPH HERALD	437.98	Publication Expenses
1014531	6/11/2025	TELEGRAPH HERALD	338.18	PUBLICATION EXPENSES
1014531	6/11/2025	TELEGRAPH HERALD	500.00	City Ad in the TH Vacation Guide
1014531	6/11/2025	TELEGRAPH HERALD	1,898.00	Air service ads_TH Media
1014532	6/11/2025	TERMINAL SUPPLY	603.51	SHOP SUPPLIES - Batteries, Terminals, Cable Ties E
1014493	6/11/2025	THE FISCHER COMPANIES	80.00	June Parking

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1014493	6/11/2025	THE FISCHER COMPANIES	480.00	May Parking for IT
517830	6/11/2025	THE HANCOCK HOUSE	862.45	UB 09633 1155 GROVE
517818	6/11/2025	The Home City Ice Company	250.00	Ice for aircraft
517818	6/11/2025	The Home City Ice Company	265.00	Ice for aircraft
1014471	6/11/2025	THE LOCKSMITH EXPRESS	30.00	LF keys- 12 keys
1014489	6/11/2025	THERESE H GOODMANN	6,710.91	Strategic partnerships with federal agencies 2025
1014480	6/11/2025	THREE RIVERS FS INC	282.00	LF SPECTRA LUBE RED GREASE #2 TUBE
251100037	5/29/2025	TREASURER STATE OF IOWA	23,086.45	FY25 Metro Sales Tax
517800	6/11/2025	TRICOR INC	1,650.00	Safety Training 05-07MAY25
1014452	6/4/2025	TRI-STATE PORTA POTTY INC	1,305.00	PORT-A-POTTIES FOR MAY 2025
1014536	6/11/2025	TRI-STATE PORTA POTTY INC	495.00	Rental of units for Landfill 05/18/25
1014533	6/11/2025	TRUCK COUNTRY OF IOWA INC	896.66	UNIT# 3403 Radiator Replacement (with warranty)
1014448	6/4/2025	TRUCK COUNTRY OF IOWA INC	140.40	UNIT# 540003 Alignment Inspection
1014448	6/4/2025	TRUCK COUNTRY OF IOWA INC	817.30	UNIT# 2695 Replace Nitrogen Oxide Sensors
1014533	6/11/2025	TRUCK COUNTRY OF IOWA INC	717.97	STOCK - Fuel Filters, Crankcase Vent Kit
1014533	6/11/2025	TRUCK COUNTRY OF IOWA INC	210.56	STOCK - Fuel Filter/Head Assembly
1014533	6/11/2025	TRUCK COUNTRY OF IOWA INC	224.44	STOCK - Air Filter Insert
1014533	6/11/2025	TRUCK COUNTRY OF IOWA INC	9.08	STOCK - Pollen Filters
1014533	6/11/2025	TRUCK COUNTRY OF IOWA INC	27.12	UNIT# 540003 Replace Stop Plug
1014481	6/11/2025	ULINE INC	637.85	Tables and table covers for library events
251100041	5/29/2025	UMB BANK	1,398,125.00	FY25 UMB Semi-Annual Debt Service Payment
251100042	5/29/2025	UMB BANK	1,262,750.00	FY25 UMB Semi-Annual Debt Service Payment
1014482	6/11/2025	VAN METER INDUSTRIAL INC	1,083.05	Electrical parts for MTE
1014492	6/11/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
1014483	6/11/2025	WARTBURG THEOLOGICAL SEMINARY	409.57	FY2025 Franchise Fees
1014483	6/11/2025	WARTBURG THEOLOGICAL SEMINARY	111.54	FY2025 Franchise Fees
517815	6/11/2025	WB McCloud & Co, Inc.	280.90	Pest Prevention - monthly
1014484	6/11/2025	WELU PRINTING COMPANY	186.31	door hangers for ADA Ramp program
1014449	6/4/2025	WENZEL TOWING SERVICE	780.00	Service for Pulling Pump at Terminal Street Lift S
1014521	6/11/2025	William Grant Turnbull	1,000.00	AOTR 2025-2026 Exhibiting Artist "FindicatorSpecie
517831	6/11/2025	Worobey, Logan A.	208.55	UB 15716 1870 ALTA VISTA
1014504	6/11/2025	ZTM SOBER LIVING LLC	8,300.00	FY2025 Subrecipient Agreement_ZTM Sober Living
			$ 12,265,494.57	

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2025 – Period 12
SUMMARY:	City Manager recommending City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements. **RESOLUTION** Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner For The FY 2025 For The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo FY25 Period 12 Transfer_MVM Memo_2025_06_09
2. FY25 Budgeted Transfer Period 12 Staff Memo_2025_06_09
3. FY25 Period 12 Transfer Resolution_2025_06_09

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2025 – Period 12

DATE: June 9, 2025

Chief Financial Officer Jennifer Larson recommends City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements. Iowa Administrative Rules Code 545-2.5(5), which implements Iowa Code Section 384.18, was amended to require that all transfers of moneys from one budgeted fund to another budgeted fund must be approved by a resolution beginning April 13, 2019.

In Fiscal Year 2025, $63,433,142.00 in capital projects and other obligations were budgeted and it is recommended to transfer from the funds that were budgeted to pay the expenses.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2025 – Period 12

DATE: June 9, 2025

INTRODUCTION
The purpose of this memorandum is to recommend approval of the fund transfers for Fiscal Year 2025 resolution.

BACKGROUND
Iowa Administrative Rules Code 545-2.5(5), which implements Iowa Code Section 384.18, was amended to require that all transfers of moneys from one budgeted fund to another budgeted fund must be approved by a resolution beginning April 13, 2019. The transfer resolution must include the following items:

1. Statement of where the money is coming from and going to.
2. The exact amount of money being transferred.
3. A clearly stated reason why the transfer is being made.

These resolution items will also need to be included as part of the budget adoption resolution passed each March if transfers are shown in the adopted budget. For utility surplus transfers, as defined in Administrative Rules Code 545-2.5(5), a clear calculation proving the existence of the proposed surplus in the utility must also be included in the transfer resolution.

DISCUSSION
Capital projects and other obligations have transfers budgeted from other funds. Throughout the fiscal year, funds are transferred to reimburse these obligations. The total transfer budgeted from the various funds to reimburse these obligations is $63,433,142.00.

RECOMMENDATION

I respectfully recommend the adoption of the enclosed resolution approving the transfer of funds for capital projects and other obligations.

JML

RESOLUTION NO. -25

A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR THE FY 2025 FOR THE CITY OF DUBUQUE, IOWA

Whereas, Iowa Administrative Rules Code Section 545-2.5(5) implements Iowa Code Section 384.18 and provides that the City Council shall approve all transfers of moneys from one budgeted fund to another budgeted fund as provided in Iowa Administrative Rules Code Section 545-2.5(5).

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

Section 1. Authorize the Chief Financial Officer to Transfer Funds. That the Chief Financial Officer be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2025.

Section 2. Transfer of Funds. That the Chief Financial Officer will transfer the following sums and to record the same in the appropriate manner:

1. Transfer from General Fund to the Section 8 Fund $152,744.00 for the deficit related to HUD administrative funding.
2. Transfer from General Fund to Transit Fund $2,096,192.00 for the Transit Levy and reimbursement of the downtown shuttle.
3. Transfer from the Tort Liability Fund to the General Fund $1,462,081.00 for the cost of liability insurance.
4. Transfer from the Trust & Agency Fund to the General Fund $2,102,465.00 for the cost of employee benefits.
5. Transfer from the Dubuque Industrial Center Tax Increment Financing Fund to the General Fund $329,150.00 for the reimbursement of Tax Increment Financing eligible expenses.
6. Transfer from the Greater Downtown Tax Increment Financing Fund to the General Fund $168,504.00 for the reimbursement of Tax Increment Financing eligible expenses.
7. Transfer from Dubuque Industrial Center TIF fund to the General Construction Fund $976,480.00 for Tax Increment financing eligible construction projects.
8. Transfer from Greater Downtown TIF Fund to Parking Operations Fund $2,615,030.00 for debt service on downtown ramps.
9. Transfer from Greater Downtown TIF Fund to Housing Trust Fund $62,583.00 for reimbursement of Tax Increment Financing eligible construction projects.

10. Transfer from Sanitary Sewer Operating Fund to General Fund $2,258,392.00 for recharge of administrative overhead.
11. Transfer from Sanitary Sewer Operating Fund to Sanitary Sewer Capital Fund $1,600,000.00 for capital construction.
12. Transfer from Stormwater Operating Fund to General Fund $1,982,609.00 for recharge of administrative overhead.
13. Transfer from Stormwater Operating Fund to Stormwater Construction Fund $3,971,071.00 for capital construction.
14. Transfer from Parking Operating Fund to General Fund $348,163.00 for recharge of administrative overhead.
15. Transfer from Water Operating Fund to General Fund $2,148,495.00 for recharge of administrative overhead.
16. Transfer from Water Operating Fund to Water Construction Fund $4,013,161.00 for capital construction.
17. Transfer from Refuse Operating Fund to General Fund $1,670,833.00 for recharge of administrative overhead.
18. Transfer from Refuse Operating Fund to Refuse Construction Fund $600,000.00 for capital construction.
19. Transfer from Landfill Fund to General Fund $596,912.00 for recharge of administrative overhead.
20. Transfer from General Fund to the Debt Service Fund $133,213.00 for annual debt service payments.
21. Transfer from Dubuque Industrial Center Tax Increment Financing Fund to the Debt Service Fund $1,083,345.00 for annual debt service payments.
22. Transfer from Greater Downtown Tax Increment Financing Fund to the Debt Service Fund $2,028,325.00 for annual debt service payments.
23. Transfer from Road Use Tax Special Revenue Fund to the Debt Service Fund $67,032.00 for annual debt service payments.
24. Transfer from Street Construction Fund to the Debt Service Fund $231,809.00 for annual debt service payments.
25. Transfer from Sales Tax Increment Special Revenue Fund to the Debt Service Fund $5,645,274.00 for annual debt service payments.
26. Transfer from Sales Tax Construction Fund to the Debt Service Fund $1,272,996 for annual debt service payments.
27. Transfer from Passenger Facility Fund to the Debt Service Fund $181,366.00 for annual debt service payments.
28. Transfer from General Fund to the Stormwater Operating Fund $519,584.00. for stormwater subsidies related to tax exempt entities, farms, and half rate for income qualified.
29. Transfer from the General Fund to the Refuse Fund $45,000.00 for reimbursement of 50% rate reduction.
30. Transfer from the General Fund to the Sanitary Sewer Operating Fund $32,000.00 for reimbursement of 50% rate reduction.
31. Transfer from the General Fund to the Water Operating Fund $24,593.00 for reimbursement of 50% rate reduction.

32. Transfer from the Greater Downtown Tax Increment Financing Fund to the Transit Enterprise Fund $276,900.00 for the reimbursement of Tax Increment Financing eligible debt service expenses.
33. Transfer from the Sales Tax Special Revenue Fund to the Transit Enterprise Fund $68,300.00 for the reimbursement of debt service expenses.
34. Transfer from the Greater Downtown Tax Increment Financing Fund to the Downtown Loan Pool Fund $500,000.00 for the reimbursement of Tax Increment Financing eligible expenses.
35. Transfer from the North Cascade TIF Fund to the General Fund $118,734.00 for the reimbursement of Tax Increment Financing eligible expenses.
36. Transfer from Stormwater Capital Fund to General Fund $15,174.00 for capital construction.
37. Transfer from Sales Tax Construction Fund to DRA Gaming Fund $17,027.00 for capital construction.
38. Transfer from Stormwater Capital Fund to Sanitary Sewer Construction Fund $230,000.00 for capital construction.
39. Transfer from Road Use Tax Fund to Street Construction Fund $358,787.00 for capital construction.
40. Transfer from DRA Distribution Fund to General Fund $23,898.00 for capital construction.
41. Transfer from Street Construction Fund to General Fund $45,374.00 for capital construction.
42. Transfer from the Special Assessments Special Revenue Fund to the General Fund $9,200.00 to reimburse previously assessed sidewalk improvements.
43. Transfer from Special Assessments Special Revenue Fund to the Street Construction Fund $30,000.00 to reimburse previously assessed street improvements.
44. Transfer from Special Assessments Special Revenue Fund to the Road Use Tax Fund $4,000.00 to reimburse previously assessed street improvements.
45. Transfer from the Special Assessments Special Revenue Fund to the Sales Tax Increment Fund $45,000.00 to reimburse previously assessed street improvements.
46. Transfer from Special Assessments Special Revenue Fund to the Sanitary Sewer Capital Enterprise Fund $2,000.00 to reimburse previously assessed water improvements.
47. Transfer from Special Assessments Special Revenue Fund to the Stormwater Capital Enterprise Fund $1,000.00 to reimburse previously assessed stormwater improvements.
48. Transfer from Sales Tax Construction Fund to General Fund $77,135.00 for capital construction.
49. Transfer from General Fund to DRA Gaming Fund $538.00 for capital construction.
50. Transfer from the Greater Downtown Tax Increment Financing Fund to the DRA Gaming Fund $3,134.00 for the reimbursement of Tax Increment Financing eligible expenses.

51. Transfer from Sales Tax Construction Fund to DRA Gaming Fund $72,283.00 for capital construction.
52. Transfer from General Fund to DRA Distribution Fund $549,714.00 for capital construction.
53. Transfer from Street Construction Fund to DRA Distribution Fund $186,845.00 for capital construction.
54. Transfer from Sales Tax Construction Fund to DRA Distribution Fund $224,508.00 for capital construction.
55. Transfer from Street Construction Fund to Road Use Tax Fund $40,668.00 for capital construction.
56. Transfer from Dubuque Industrial Center TIF fund to the Street Construction Fund $300,000.00 for Tax Increment financing eligible construction projects.
57. Transfer from General Construction Fund to Street Construction Fund $25,120.00 for capital construction.
58. Transfer from General Fund to Sales Tax Construction Fund $640,616.00 for capital construction.
59. Transfer from DRA Distribution Fund to Street Construction Fund $103,586.00 for capital construction.
60. Transfer from the Greater Downtown Tax Increment Financing Fund to the Sales Tax Construction Fund $15.00 for the reimbursement of Tax Increment Financing eligible expenses.
61. Transfer from Street Construction Fund to Sales Tax Construction Fund $1,901,723.00 for capital construction.
62. Transfer from General Construction Fund to Sales Tax Construction Fund $22,307.00 for capital construction.
63. Transfer from General Fund to General Construction Fund $111,284.00 for capital construction.
64. Transfer from the Greater Downtown Tax Increment Financing Fund to the General Construction Fund $13,382,698.00 for the reimbursement of Tax Increment Financing eligible expenses.
65. Transfer from the North Cascade Housing Tax Increment Financing Fund to the General Construction Fund $561,239.00 for the reimbursement of Tax Increment Financing eligible expenses.
66. Transfer from the English Ridge Housing Tax Increment Financing Fund to the General Construction Fund $319,117.00 for the reimbursement of Tax Increment Financing eligible expenses.
67. Transfer from the South Pointe Housing Tax Increment Financing Fund to the General Construction Fund $60,173.00 for the reimbursement of Tax Increment Financing eligible expenses.
68. Transfer from the Rustic Point Housing Tax Increment Financing Fund to the General Construction Fund $256,076.00 for the reimbursement of Tax Increment Financing eligible expenses.
69. Transfer from Special Assessments Special Revenue Fund to the General Construction Fund $30,000.00 to reimburse previously assessed street improvements.

70. Transfer from General Fund to Airport Construction Fund $895,432.00 for capital construction.
71. Transfer from DRA Distribution Fund to Airport Construction Fund $26,455.00 for capital construction.
72. Transfer from Customer Facility Charge Fund to Airport Construction Fund $150,000.00 for capital construction.
73. Transfer from Sales Tax Construction Fund to Airport Construction Fund $232,250.00 for capital construction.
74. Transfer from General Fund to Passenger Facility Charge Fund $212,678.00 for debt service.
75. Transfer from General Fund to Water Construction Fund $228,220.00 for capital construction related to ARPA.
76. Transfer from DRA Distribution Fund to Water Construction Fund $10,000.00 for capital construction.
77. Transfer from General Construction Fund to Parking Construction Fund $64,211.00 for capital construction.
78. Transfer from Sales Tax Construction Fund to Refuse Construction Fund $50,731.00 for capital construction.
79. Transfer from DRA Distribution Fund to Transit Construction Fund $384,790.00 for capital construction.
80. Transfer from Sales Tax Construction Fund to Transit Construction Fund $662.00 for capital construction.

Passed, approved and adopted this 16th day of June 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	Dubuque Golf & Country Club July 4th Fireworks Permit
SUMMARY:	City Manager recommending City Council approval to issue a Fireworks Permit to Lance Marting with the Dubuque Golf & Country Club for a fireworks display at 1800 Randall Place on July 4, 2025, at approximately 9:30 p.m. with a rain date of July 5, 2025, same time. Correspondence is enclosed from Lance Marting, General Manager/CEO of Dubuque Golf and Country Club, requesting approval for the country club to conduct the fireworks display.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 2025 July 4th Fireworks @ DG&CC
3. Correspondence

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: July 4th Fireworks Permit

DATE: June 10, 2025

Assistant Fire Marshal Derek Paulson is recommending City Council approval to issue a Fireworks Permit to Lance Marting with the Dubuque Golf & Country Club for a fireworks display at 1800 Randall Place on July 4, 2025, at approximately 9:30 p.m. with a rain date of July 5, 2025, same time.

The applicant has submitted all required documentation including a certificate of liability insurance and the qualifications of the pyrotechnics operator.

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
Amy Scheller, Fire Chief
Derek Paulson, Assistant Fire Marshal

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TO: Mike Van Milligen, City Manager

FROM: Derek Paulson, Assistant Fire Marshal

DATE: June 5, 2025

RE: July 4th Fireworks Permit

INTRODUCTION

Lance Marting with the Dubuque Golf & Country Club has applied for a Fireworks Permit to be held at 1800 Randall Pl. – Dubuque Golf & Country Club on July 4, 2025. Aerial fireworks displays require the approval of the City Council prior to permit issuance.

BACKGROUND

A permit application has been received from Lance Marting with the Dubuque Golf & Country Club for a fireworks display at 1800 Randall Pl. – Dubuque Golf & Country Club on July 4, 2025, at approximately 9:30 p.m. In case of rain, the date will be July 5, 2025, at approximately 9:30 pm. The fireworks display will be a public display and advertised to the public. The applicant has submitted all required documentation including a certificate of liability insurance and the qualifications of the pyrotechnics operator.

RECOMMENDATION

I recommend submittal to the City Council requesting approval to issue a permit to Lance Marting with the Dubuque Golf & Country Club for a fireworks display on July 4, 2025.

cc: Amy Scheller, Fire Chief

RECEIVED
2025 JUN -6 PM 4:13
City Clerk's Office
Dubuque, IA

DUBUQUE GOLF COUNTRY CLUB

June 2, 2025

Honorable Mayor & City Council
50 West 13th Street
Dubuque, IA 52001

Ladies and Gentlemen:

The Dubuque Golf & Country Club requests permission to display fireworks on Friday, July 4, 2025 at about 9:30 p.m. on the Dubuque Golf & Country Club grounds, near the pond in the middle of the golf course. The rain date for the display would be Saturday, July 5, 2025. Responsible persons will supervise the display.

If you have any questions, please feel free to call. Thank You.

Sincerely,

Lance Marting,
General Manager/CEO

klw

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	Final Plat of Summers Place
SUMMARY:	Zoning Advisory Commission recommending approval of the Final Plat of Summers Place. **RESOLUTION** Approving The Final Plat Of 65 Meadow Lane Summers Place, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. ZAC Memo to CC Meadow Lane Summer Place Final Plat
2. Application - Final Plat of Summers Place
3. Vicinity Map - Final Plat of Summers Place
4. Final Plat of Summers Place
5. Certificate Sheets
6. Staff Memo - Final Plat of Summers Place (Meadow Lane)
7. Resolution_Final Plat 65 Meadow Lane

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

June 9, 2025

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

Applicant: Mary Summers, Oakwood Investments
Location: 65 Meadow Lane
Description: Final Plat of Summers Place

Dear Mayor and City Council Members:

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

Discussion

Terry Koelker, Buesing & Associates, 1212 Locust Street, spoke on behalf of the property owners, Carl & Mary Summers. He stated they are seeking to replat three lots to relocate two existing accessory structures onto one lot, 65 Meadow Lane.

The Commission asked if the properties are under common ownership, and Mr. Koelker replied yes.

Staff detailed the staff report, noting the submitted Final Plat of Summers Place subdivides three properties at the end of Meadow Lane, which are under common ownership. Staff explained that the Zoning Board of Adjustment recently approved the Special Exception to allow more than 1,000 square feet of detached accessory structures on one lot. Staff noted the three properties affected by the plat are otherwise compliant with the zoning district bulk regulations. Staff explained that 49 Meadow Lane will have shared access to its driveway across the driveway for 65 Meadow Lane.

The Commission asked whether the newly created lot at 65 Meadow Lane would meet the maximum lot coverage requirement, and staff replied yes.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Summers Place.

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

Respectfully submitted,

Rich Russell, Vice Chairperson
Zoning Advisory Commission

Attachments

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City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

APPLICATION FORM

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

Zoning Board of Adjustment
- ☐ Conditional Use Permit
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal

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

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

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

A. Property Information

Site Location/Address: 45, 49, and 65 Meadow Lane

Legal Description/Parcel ID#/Subdivision: 1034253012, 1026403010, and 1026403009

Existing Zoning: R-1 Proposed Zoning: R-1 Site Area (square feet/acres): 3 lots totaling ~.73 acres

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

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

Final Plat of Summers Place

C. Applicant/Agent Information

Name: Oakwood Investments, Mary Summers Phone: 563-580-1414

Address: 1820 Radford Rd. City: Dubuque

State: IA Zip: 52002 Email: locatemar@aol.com

D. Property Owner(s) Information

Name(s): Oakwood Investments Phone: 563-580-1414

Address: 1820 Radford Rd. City: Dubuque

State: IA Zip: 52002 Email: locatemar@aol.com

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

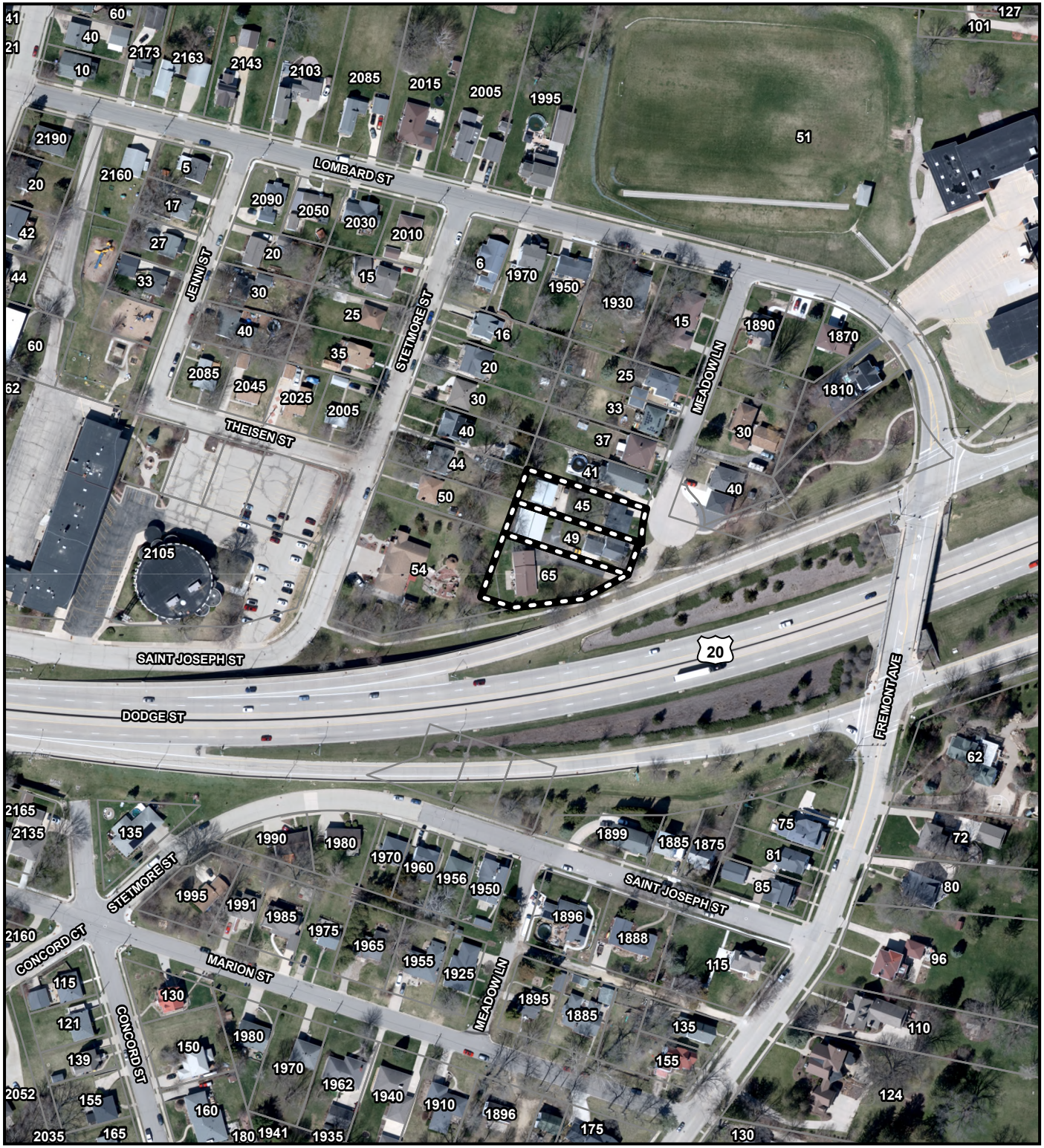
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted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

Applicant/Agent: Mary Summers Date: 4/22/25

Property Owner(s): Mary Summers Date: 4/22/25

FOR OFFICE USE ONLY

Fee $ 510 Ck# _____ ☐CC ☐Cash Received by _____ Date _____



THE CITY OF DUBUQUE
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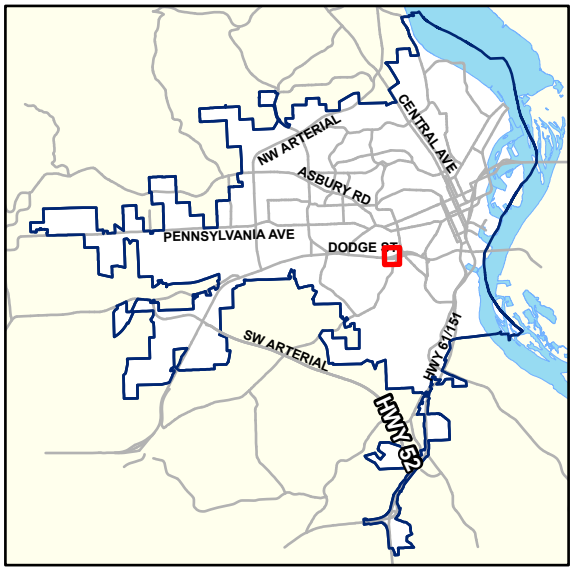
Vicinity Map



Applicant: Mary Summers, Oakwood Investments

Location: 65 Meadow Lane

Type: Minor Subdivision

Description: Final Plat of Summers Place

Subject Property

0 100 200 400
Feet

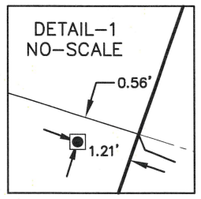
N

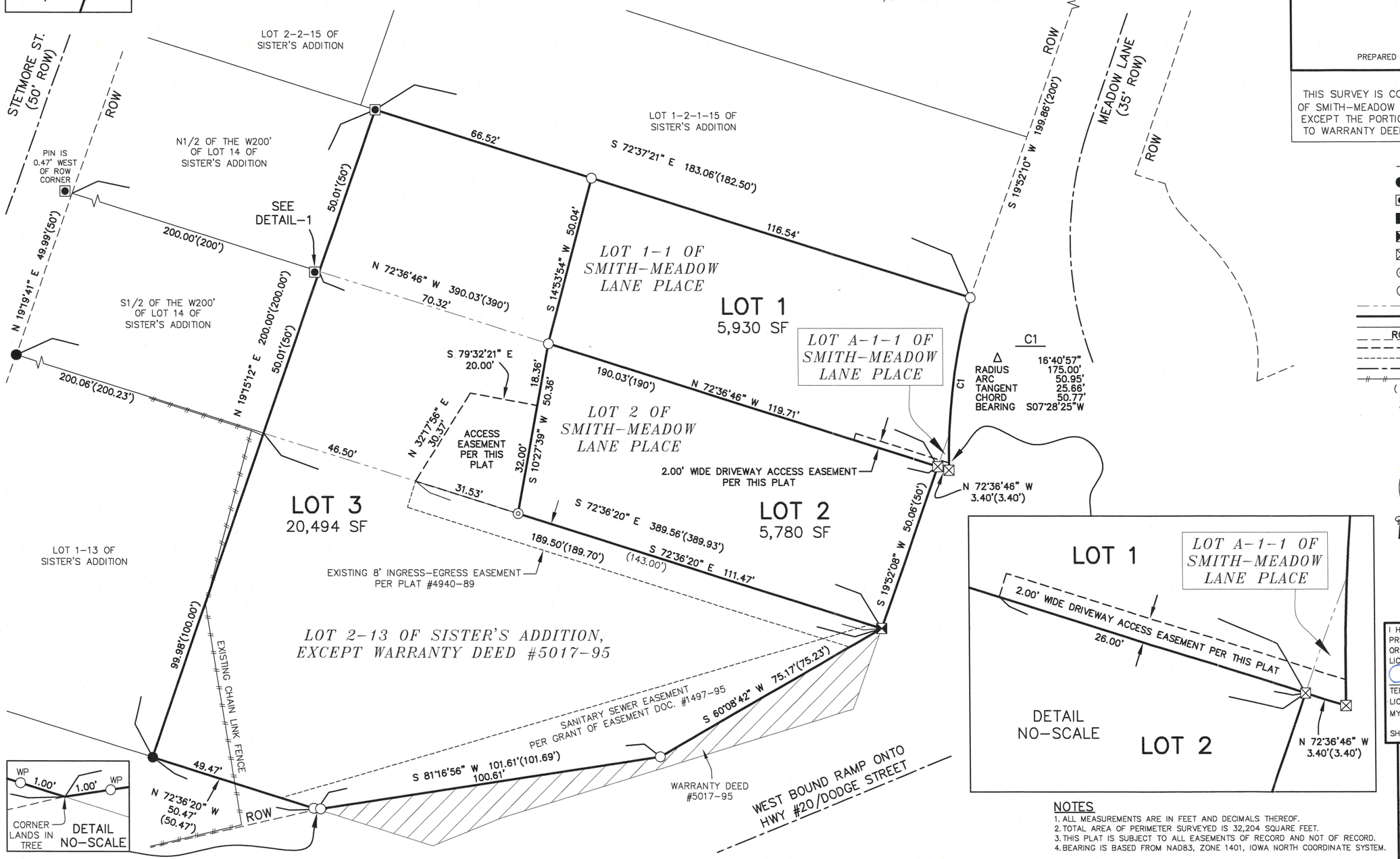
1:2,500

Final Plat of:
SUMMERS PLACE,
in the City of Dubuque, Iowa

INDEX LEGEND

Location: Summers Place, in the City of Dubuque, Iowa
SW1/4 and SE1/4 of Section 26, T89N, R2E of the 5th P.M., in the City of Dubuque, Dubuque County, Iowa
Requestor: Carl & Mary Summers
Proprietors of: Lot 1-1, Lot A-1-1 & Lot 2, all of Smith-Meadow Lane Place and Lot 2-13 of Sister's Addition, except the portion conveyed to the State of Iowa, according to Warranty Deed #5017-95, all in the City of Dubuque, Iowa
Oakwood Investments - 1820 Radford Rd, Office #1, Dubuque, IA 52002
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001





NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 32,204 SQUARE FEET.
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.

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

NOTE

THIS SURVEY IS COMPRISED OF: LOT 1-1, LOT A-1-1 & LOT 2, ALL OF SMITH-MEADOW LANE PLACE AND LOT 2-13 OF SISTER'S ADDITION, EXCEPT THE PORTION CONVEYED TO THE STATE OF IOWA, ACCORDING TO WARRANTY DEED #5017-95, ALL IN THE CITY OF DUBUQUE, IOWA

LEGEND

- FOUND 5/8" ROD W/YELLOW CAP #9651 (UNLESS OTHERWISE NOTED)
- FOUND 1.5" IRON PIPE
- FOUND 1" IRON PIPE
- FOUND CUT X
- PLACED CUT X
- PLACED MAG NAIL
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SUBDIVIDED LINE
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- ROW RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- CENTERLINE
- EXISTING CHAIN LINK FENCE
- ( ) RECORD DIMENSION
- SF SQUARE FEET
- WP WITNESS POINT

0' 15' 30' 60'

SCALE: 1" = 30'

LICENSED LAND SURVEYOR
TERRY L. KOELKER
15487
IOWA

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

3/31/25
TERRY L. KOELKER (DATE)
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: JCH	CHECKED BY: TLK
SURVEY DATE: 2/27/2025	PLOT DATE: 3/26/2025
DWG. NO. 25032-01(ML)	SCALE: 1" = 30'

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 1-1, Lot A-1-1 & Lot 2, all of Smith-Meadow Lane Place and Lot 2-13 of Sister's Addition, except the portion conveyed to the State of Iowa, according to Warranty Deed #5017-95, all 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 **SUMMERS PLACE,** in the City of Dubuque, Iowa. The Total area of **SUMMERS PLACE** is 32,204 square feet. Total area of **Lot 1** is 5,930 square feet. Total area of **Lot 2** is 5,780 square feet. Total area of **Lot 3** is 20,494 square feet. 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. All monuments are placed or shall be placed within one year from the date this plat is recorded.

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

BY: _____ 3/31/25

Terry L. Koelker
Licensed Land Surveyor
License No. 15487

Date

License Renewal Date: 12/31/25

Owner's Consent

Dubuque, Iowa _____, 2025

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

Oakwood Investments

_____
Mary Summers, Partner

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____ , AD 2025, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mary Summers, Partner of Oakwood Investments, to me personally known, who, being duly sworn did say that she is Mary Summers, Partner of Oakwood Investments, signed on behalf of said Corporation by authority of its Board of Directors, ant that said Mary Summers, Partner acknowledged the execution of said 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_____

Attorney's Certificate

Dubuque, Iowa _____, 2025

TO WHOM IT MAY CONCERN:

This will certify that I have examined an Abstract of Title for property legally described as follows: **Lot 1-1, Lot A-1-1 & Lot 2, all of Smith-Meadow Lane Place and Lot 2-13 of Sister's Addition, except the portion conveyed to the State of Iowa, according to Warranty Deed #5017-95, all in the City of Dubuque, Iowa,** covering the period beginning from the root of title to said certified date and time, the _____ day of _____, 202____, at the hour of _____ o'clock _____ M. By _____ Abstract & Title Company, and find that said abstract shows good and merchantable title to said real estate in the name of Oakwood Investments, free and clear of all liens and encumbrances.

_____
Attorney-at-Law

City of Dubuque Zoning Advisory Commission

Dubuque, Iowa _____, 2025

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

_____
Chairperson
City of Dubuque Zoning Advisory Commission

City of Dubuque, Iowa

Dubuque, Iowa _____, 2025

The undersigned, Brad Cavanagh, Mayor, and Adrienne N. Breitfelder, Clerk, of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **SUMMERS PLACE,** in the City of Dubuque, Iowa as stated and as shown, to the public, as appears heretofore has been filed on the _____ day of _____, 2025 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.

_____
Brad Cavanagh
Mayor of the City of Dubuque, IA

_____
Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

City Assessor's Certificate

Dubuque, Iowa _____, 2025

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

_____
Troy Patzner
City Assessor, City of Dubuque, IA

County Treasurer's Certificate

Dubuque, Iowa _____, 2025

I, the undersigned, Michael Classen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against **Lot 1-1, Lot A-1-1 & Lot 2, all of Smith-Meadow Lane Place and Lot 2-13 of Sister's Addition, except the portion conveyed to the State of Iowa, according to Warranty Deed #5017-95**, in the City of Dubuque, IA, have been paid and said real estate is free from taxes as of this date.

_____
Michael Classen
Treasurer of Dubuque County, Iowa

County Auditor

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **SUMMERS PLACE,** in the City of Dubuque, Iowa, 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.

_____
Keith Lucy
County Auditor of Dubuque, IA

Recorder's Certificate

Dubuque, Iowa _____, 2025

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

_____
Karol Kennedy
Dubuque County Recorder

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TO: Zoning Advisory Commission

FROM: Shena Moon, Associate Planner

DATE: May 26, 2025

SUBJECT: Final Plat of Summers Place

INTRODUCTION

The proposed Final Plat of Summers Place affects three properties located at the end of Meadow Lane. The properties include 45, 49, and 65 Meadow Lane, which are all currently under common ownership. The proposed plat would reconfigure the existing lots into three new lots.

Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Minor Subdivision[1]. All Minor Subdivisions require review by the Zoning Advisory Commission.

DISCUSSION

The Final Plat of Summers Place proposes to subdivide three existing lots by allocating portions of the properties at 45 and 49 Meadow Lane to the property at 65 Meadow Lane. The portions of the two lots that are being allocated to 65 Meadow Lane contain existing accessory structures. The following is a description of the proposed subdivision lots:

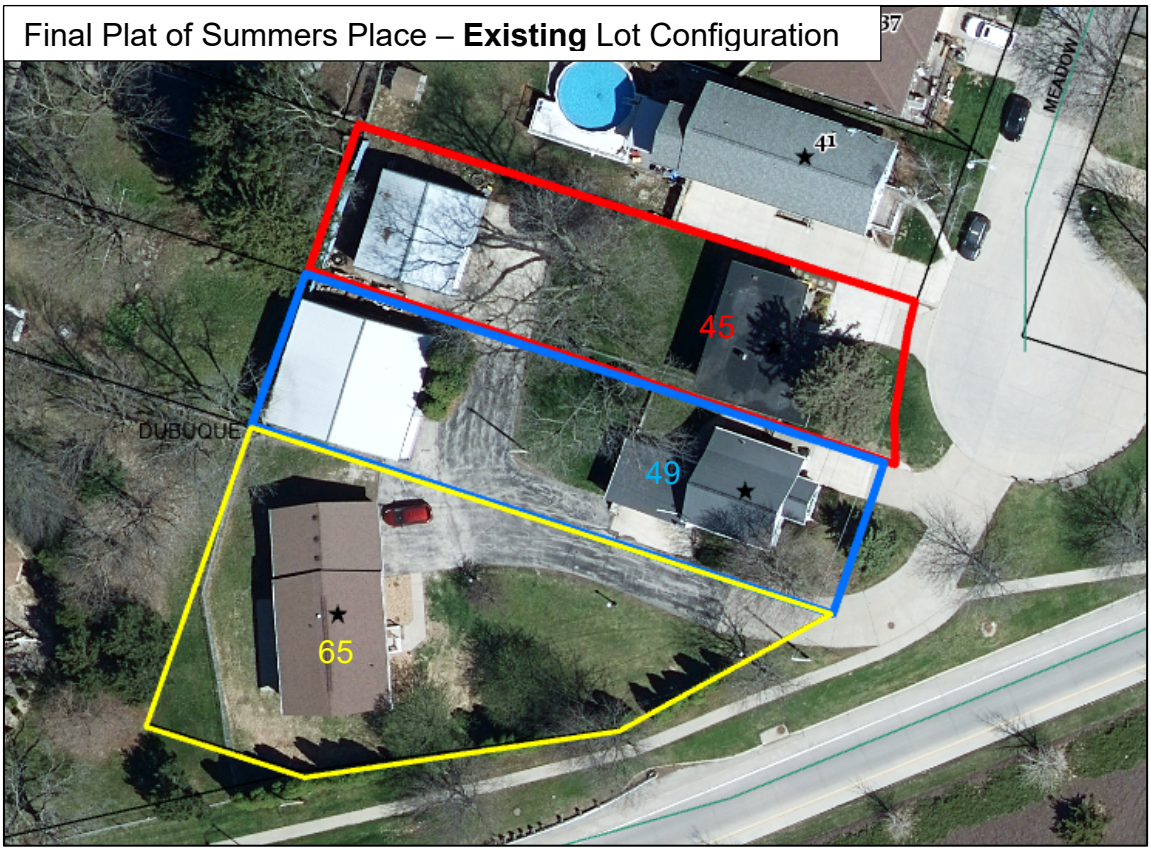
- Lot 1 would be the remaining portion of 45 Meadow Lane.
- Lot 2 would be the remaining portion of 49 Meadow Lane.
- Lot 3 would consist of the existing property at 65 Meadow Lane and the reallocated portions of 45 and 49 Meadow Lane.

All three lots would maintain their existing street frontage. An access easement is proposed across portions of Lot 3 (65 Meadow Lane) for the benefit of Lot 2 (49 Meadow Lane) to have continued access to an existing garage and parking pad.

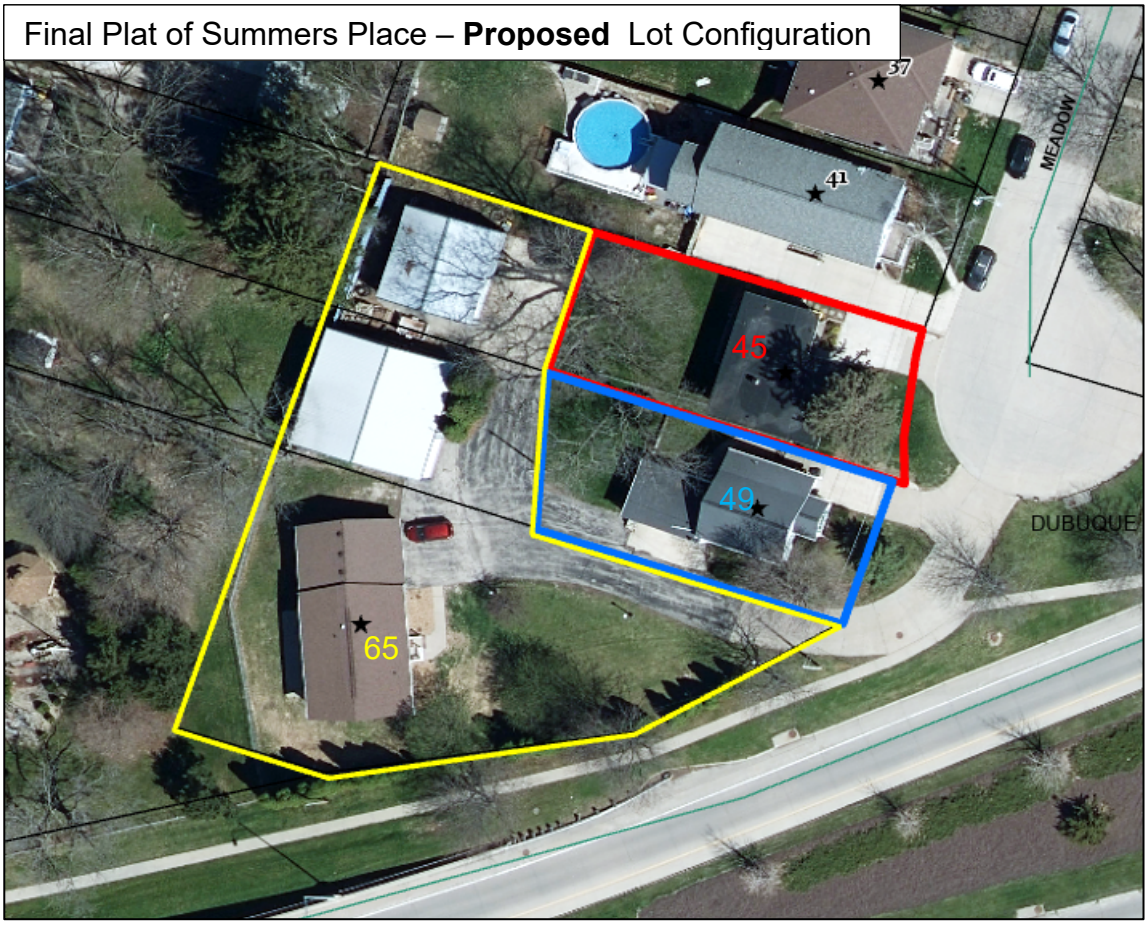
Images of the existing and proposed lot configurations are provided on the following page.

[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 Summers Place – **Existing** Lot Configuration



Final Plat of Summers Place – **Proposed** Lot Configuration



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 Summers Place and recommends approval of the subdivision plat as submitted.

Attachments

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 65 MEADOW LANE SUMMERS PLACE, IN THE CITY OF DUBUQUE, IOWA.

Whereas, there has been filed with the City Clerk a Final Plat of 65 Meadow Lane Summers Place in the City of Dubuque, Iowa; and

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

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

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

Section 1. That the Final Plat of 65 Meadow Lane, 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.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Locust Street Ramp Repairs Project - Acceptance of Public Improvement Construction Contract
SUMMARY:	City Manager recommending City Council adopt the resolution to accept the improvements and to authorize the payment of the final contract amount of $38,896.64 to Restoration & Renovation Services, LLC for the Locust Street Ramp Repairs Project. **RESOLUTION** Accepting The Locust Street Ramp Repairs Project And Authorizing The Payment To The Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Locust Street Ramp Repairs Project - Staff Acceptance MEMO
3. Acceptance of Completion - Resolution
4. Acceptance of Completion

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Locust Street Ramp Repairs Project
Acceptance of Public Improvement Construction Contract
Project Code: 4683000002

DATE: June 10, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the resolution to accept the improvements and to authorize the payment of the final contract amount of $38,896.64 to Restoration & Renovation Services, LLC for the Locust Street Ramp Repairs 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
Jim Bousley, Project Manager
Jenny Larson, Chief Financial Officer
Ryan Knuckey, Transportation Services Director
Russ Stecklein, Transportation Services Parking Operations Supervisor
Tracy Schadle, Confidential Account Clerk

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: June 15, 2025

RE: Locust Street Ramp Repairs Project
Acceptance of Public Improvement Construction Contract
Project Code: 4683000002

INTRODUCTION

The enclosed resolution provides for the acceptance of the public improvement construction contract for the Locust Street Ramp Repairs Project.

BACKGROUND

The Fourth Amendment to the Development Agreement between the City of Dubuque and Roshek Property, LLC. requires the City to make pedestrian-related safety improvements to the Locust Street Parking Ramp. Transportation Services and Engineering Department personnel have collaborated on a ramp condition assessment evaluation of the non-structural components of the Locust St. Parking Ramp with project architect 563Design. A comprehensive list of improvements was created and prioritized.

DISCUSSION

The Locust Street Ramp Repairs project covers a scope of work to make safety and aesthetic improvements to the ramp's stairwells. Repairs addressed the improvements needed to all three of the existing stairwells and their adjacent landing/lobby areas. Specially, the stairwells were repainted to create a brighter interior walking space, degraded walk surfaces were repaired, and stairwell doors and other parts of the entrances will be either refurbished or replaced.

This project included an alternate bid for an extended warranty on the painting component of the bid. Which was elected to accept in the amount of $4,000.

The Locust Street Ramp Repairs Project was completed by Restoration & Renovation Services, LLC of Dubuque, Iowa in the final contract amount of $344,744.40 which is a 23.57% increase from the original contract amount of $278,980. The increase in the total contract amount is due to change orders that included additional work for; painting additional areas, removing and replacing existing cast iron stormwater pipe, masonry restoration, additional light fixtures, additional floor coating, replacing limestone pieces, additional curb repair, replacing conduit, removing and replacing two skylights, installing louvers, and installing two non-powered turbines.

BUDGET IMPACT

The project cost summary for the Locust Street Ramp Repairs Project is summarized below:

Description	Cost Estimate	Award	Final
Locust Street Ramp Repairs Bid	$ 250,000.00	$ 274,980.00	$278,980.00
Bid Alternate – Paint extended warranty		$4,000.00	$4,000.00
Change Order 1 – Painting, plumbing, masonry			$32,852.20
Change Order 2 - Electrical			$32,912.20
Change Order 4 - Floor coating, curb patching			$12,593.00
Change Order 5 – Ventilation Systems			$20,319.20
Total Construction Cost	**$ 274,980.00**	**$ 278,980.00**	**$ 344,744.40**

The project funding is summarized as follows:

Project No	Funding Source	Amount
4683000002	Parking Ramp Major Maintenance Repairs	$344,744.40

RECOMMENDATION

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 $38,896.64 to Restoration & Renovation Services, LLC for the Locust Street Ramp Repairs Project.

Prepared by: Tracy Schadle, Eng. Dept.

cc: Jenny Larson, Chief Financial Officer
Ryan Knuckey, Transportation Services Director
Russ Stecklein, Parking Operations Supervisor
Jim Bousley, Project Manager
Tracy Schadle, Conf. Account Clerk

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

RESOLUTION NO. -25

ACCEPTING THE LOCUST STREET RAMP REPAIRS PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

WHEREAS, the public improvement contract for the Locust Street Ramp Repairs 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 $344,744.40;

WHEREAS, the Contractor has previously been paid $305,847.94, leaving a balance of $38,896.64; 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 $38,896.64 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 16th day of June 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF LOCUST STREET RAMP REPAIRS PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Locust Street Ramp Repairs Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $344,744.40.

Dated this 16th day of June 2025.

_____
Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 16th day of June 2025.

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Fire Station 6 Roof Replacement Project - Award Recording Memo
SUMMARY:	City Manager recommending City Council award the construction contract for the Fire Station 6 Roof Replacement Project through the adoption of the attached resolution to Jim Giese Commercial Roofing in the amount of $81,180.00 which is 4.49% below the architect's estimate. **RESOLUTION** Awarding Public Improvement Contract For The Fire Station 6 Roof Replacement Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Fire Station 6 Roof Replacement Project - Staff Recording Memo
3. Fire Station 6 Roof Replacement Project - Council Award RESOLUTION

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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fire Station 6 Roof Replacement Project
Award Recording Memo

DATE: June 10, 2025

Fire Chief Amy Scheller and Project Manager Jim Bousley are recommending City Council award the construction contract for the Fire Station 6 Roof Replacement Project through the adoption of the attached resolution to Jim Giese Commercial Roofing in the amount of $81,180.00 which is 4.49% below the architect's estimate.

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
Amy Scheller, Fire Chief
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief
Jim Bousley, Project Manager

SUBJECT: Fire Station 6 Roof Replacement Project
Award Recording Memo

DATE: June 9, 2025

INTRODUCTION
The attached resolution authorizes the award of the public improvement construction contract for the Fire Station 6 Roof Replacement Project.

BACKGROUND
The existing roof on Fire Station 6 had temporary repairs made to the roof in areas where water was infiltrating. The repairs were made at the same time as the new stair tower was constructed and other upgrades to the station were completed. This spring the temporary repairs to the roof failed in a few places causing water to leak into the living/working areas of the station. It was determined at that time that the roof was beyond repair and needed to be replaced. Included with the roof replacement project will be eliminating the existing access to the roof through the old tower. A new access point will be located near the center of the building to allow a safer entrance to the roof.

DISCUSSION
The Fire Station 6 Roof Replacement Project will provide for the replacement of existing rubber roof, coping, gutter and downspout with new roofing system, copings, gutter, and downspout. Add new roof hatch and access ladder.

BID RESULTS
The City received informal bids on June 5, 2025, for the Fire Station 6 Roof Replacement Project. Jim Giese Commercial Roofing of Dubuque, IA, submitted the low bid in the amount of $81,180.00 which is 4.49% below the architect's estimate. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid
Jim Giese Commercial Roofing	$81,180.00
Blackhawk Roofing Company	$89,975.00
Giese Roofing	$94,512.00

RECOMMENDATION

Through the competitive quotation process for public improvements, I recommend awarding the contract for the Fire Station 6 Roof Replacement Project to Jim Giese Commercial Roofing in the amount of $81,180.00.

BUDGET IMPACT

The estimate of probable costs for the Fire Station 6 Roof Replacement Project is as follows:

Description	Cost Estimate	Award
Construction	$85,000.00	$ 81,180.00
Contingency	$8,500.00	$8,500.00
Architectural Design and Administration	$12,500.00	$12,500.00
Total Construction Cost Estimate	**$106,000.00**	**$102,180.00**

The proposed project funding is summarized as follows:

Project Number	Fund Description	Award
1315000007	Station 6 Roof/Tuck Repairs	$102,180.00

ACTION TO BE TAKEN

In accordance with the competitive quotation requirements of Iowa Code, Section 26.14, it is necessary that the award for the Fire Station 6 Roof Replacement Project be officially recorded in the minutes of the City Council.

The City Council is requested to award the construction contract for the Fire Station 6 Roof Replacement Project through the adoption of the attached resolution to Jim Giese Commercial Roofing in the amount of $81,180.00.

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

RESOLUTION NO. _____ -25

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE FIRE STATION 6 ROOF REPLACEMENT PROJECT

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

WHEREAS, sealed informal bid proposals have been submitted by contractors for the Fire Station 6 Roof Replacement Project, (the Project).

WHEREAS, said sealed informal bid proposals were opened and read on the 5th day of June 2025, and it has been determined that Jim Giese Commercial Roofing of Dubuque, IA submitted the low bid in the amount of $81,180.00 and 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 Construction Contract for the Project is hereby awarded to Jim Giese Commercial Roofing and the City Manager is hereby directed to execute said Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 16th day of June 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC City Clerk

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	E 24th Street Site Contaminated Soil Removal Project (Comiskey Park Property) - USEPA Brownfields Multipurpose Grant: Acceptance of Public Improvement Construction Contract
SUMMARY:	City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $69,610.50 to Top Grade Excavating, Inc. for the East 24th Street Site Contaminated Soil Removal Project. **RESOLUTION** Accepting The East 24th Street Site Contaminated Soil Removal Project And Authorizing Final Payment To The Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. E 24th Street Site Contaminated Soil Removal Project - Council Staff Acceptance MEMO
3. E 24th Street Site Contaminated Soil Removal Project - Acceptance RESOLUTION
4. E 24th Street Site Contaminated Soil Removal Project - Engineers Cert of Completion

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: E 24th Street Site Contaminated Soil Removal Project (Comiskey Park Property)
USEPA Brownfields Multipurpose Grant
Acceptance of Public Improvement Construction Contract
Project Number: 6052000015

DATE: June 10, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $69,610.50 to Top Grade Excavating, Inc. for the East 24th Street Site Contaminated Soil Removal Project.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Bob Schiesl, Assistant City Engineer
Jill Connors, Economic Development Director
Marie Ware, Parks & Recreation Director

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: June 9, 2025

SUBJECT: E 24th Street Site Contaminated Soil Removal Project (Comiskey Park Property)
USEPA Brownfields Multipurpose Grant
Acceptance of Public Improvement Construction Contract
Project Number: 6052000015

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract for the East 24th Street Site Contaminated Soil Removal Project.

BACKGROUND

Over the past 19 years, City supported redevelopment efforts have made significant headway in mitigating site-specific contamination risks which has led to many sites having their economic viability restored. Three specific sites were selected to be cleaned up as part of the USEPA Brownfields Multipurpose Grant. The sites are the eastern half block expansion of Comiskey Park, and the former Sinclair Oil and Dodd's Terminal sites in the South Port. The USEPA Brownfields Multipurpose Grant provides funding for community outreach and involvement, environmental assessments, reuse planning, and site remediation and clean-up.

The East 24th Street Site Contaminated Soil Removal Project provided for the removal, and disposal of contaminated soil material on the Comiskey Park site and replacement with suitable fill soil material, regrading to allow the site to properly drain, and reseeding the disturbed work areas.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of $69,610.50 to Top Grade Excavating, Inc. for the East 24th Street Site Contaminated Soil Removal Project.

BUDGET IMPACT

The project cost for the East 24th Street Site Contaminated Soil Removal Project is summarized in the following table:

Description	Award	Final Cost
Construction Contract	$ 64,399.50	$ 69,610.50
Contingency	12,300.00	0.00
Total Construction Cost Estimate	**$ 76,699.50**	**$ 69,610.50**

The proposed project funding is summarized as follows:

Project Number	Fund Description	Fund Amount
6052000015	USEPA Brownfields Multipurpose Grant	$ 69,610.50
Total Project Funding		**$ 69,610.50**

REQUESTED ACTION

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of $69,610.50 to Top Grade Excavating, Inc. for the East 24th Street Site Contaminated Soil Removal Project.

cc: Jenny Larson, Chief Financial Officer
Bob Schiesl, Assistant City Engineer
Jill Connors, Economic Development Director
Marie Ware, Leisure Services Director

F:\PROJECTS\EPA Multipurpose Grant 2019\E 24th St - Comiskey Contaminated Soil Removal - 2024\Council & Staff Documents\Acceptance

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

RESOLUTION NO. -25

ACCEPTING THE EAST 24TH STREET SITE CONTAMINATED SOIL REMOVAL PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the public improvement contract for the East 24th Street Site Contaminated Soil Removal Project, (the Project) has been completed by the Contractor, Top Grade Excavating, Inc. of Farley, Iowa (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $69,610.50;

WHEREAS, the Contractor has previously been paid $58,675.71, leaving a credit refund balance of $10,934.79; 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 the Contractor for the balance of the retainage of $10,934.79 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 16th day of June 2025.

Attest: Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

F:\PROJECTS\EPA Multipurpose Grant 2019\E 24th St - Comiskey Contaminated Soil Removal - 2024\Council & Staff Documents\Acceptance

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

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE EAST 24TH STREET SITE CONTAMINATED SOIL REMOVAL PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the East 24th Street Site Contaminated Soil Removal Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total project cost of the completed work is $69,610.50.

Dated this 9th day of June 2025.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 9th day of June 2025.

Adrienne N. Breitfelder, City Clerk

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE:	2025 Pavement Marking Project - Award Public Improvement Contract
SUMMARY:	City Manager recommending City Council award the construction contract for the 2025 Pavement Marking Project through adoption of the attached resolution to Ostrom Painting & Sandblasting, Inc. in the amount of $200,347.77 which includes the alternate bid items for the proposed bike lane pilot project pavement markings and is 11% under the Engineers' estimate. **RESOLUTION** Awarding Public Improvement Contract For The 2025 Pavement Marking Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2025 Pavement Marking Project - Council Award Staff MEMO
3. 2025 Pavement Marking Project - Council Award RESOLUTION
4. 2025 Pavement Marking Project - Bid Tab

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2025 Pavement Marking Project
Award Public Improvement Contract
Project Code: 5521000013

DATE: June 10, 2025

City Engineer Gus Psihoyos is recommending City Council award the construction contract for the 2025 Pavement Marking Project through adoption of the attached resolution to Ostrom Painting & Sandblasting, Inc. in the amount of $200,347.77 which includes the alternate bid items for the proposed bike lane pilot project pavement markings and is 11% under the Engineers' estimate.

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
Bob Schiesl, Assistant City Engineer
Troy Kress, Engineering Technician
Russ Stecklein, Transportation Services Operations Supervisor

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: June 9, 2025

RE: 2025 Pavement Marking Project
Award Public Improvement Contract
Project Code: 5521000013

INTRODUCTION

The attached resolution authorizes the award of the public improvement construction contract for the 2025 Pavement Marking Project.

BACKGROUND

The annual pavement marking program is an essential component to our transportation system. Well-defined pavement lane lines, symbols, and crosswalk stripping provides safety to drivers and pedestrians on the public road system.

As part of a cooperative Maintenance Agreement with the Iowa Department of Transportation (Iowa DOT), the City will include 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.

The City contracts annually for a city-wide pavement marking project to furnish, install, maintain, and remove permanent pavement markings to include pavement lane lines, symbols, legends, and crosswalk stripping on City streets, intersections and portions of Iowa DOT highway routes within the City 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 two (2) years.

As part of the 2025 Pavement Marking Project, the City will continue to paint the pavement markings for a downtown Bike Lane Pilot project. Some City owned parking lots were added to the bid as well.

BID RESULTS

The City received one (1) bid on June 5, 2025, for the 2025 Pavement Marking Project. Ostrom Painting & Sandblasting, Inc. of Rock Island, IL, submitted the low bid in the base bid amount of $200,347.77. A summary of the bid proposal received is as follows:

Contractor Name	Total Bid
Ostrom Painting & Sandblasting, Inc.	$ 200,347.77

RECOMMENDATION

I recommend awarding the contract for the 2025 Pavement Marking Project to Ostrom Painting & Sandblasting, Inc. in the amount of $200,347.77.

BUDGET IMPACT

The estimate of probable cost for the 2025 Pavement Marking Project is summarized in the following table:

Description	Cost Estimate	Award Amount
Construction - City Pavement Markings	$ 196,700.00	$ 178,002.91
Construction - Iowa DOT Pavement Markings	22,500.00	20,345.11
Construction – City Surface Lots (Parking)	5,000.00	1,999.75
Construction Contract	224,200.00	200,347.77
Engineering Design and Administration	5,000.00	5,000.00
Total Construction Cost Estimate	**$ 229,200.00**	**$ 205,347.77**

The proposed project funding is summarized as follows:

Project Code	Fund Description	Award Funding
5521000013	Pavement Markings (FY25)	$ 183,002.91
	Iowa DOT Funding	20,345.11
468300001	Transit – Parking Maintenance	1,999.75
Total Project Funding		**$ 205,347.77**

REQUESTED ACTION

The Council is requested to award the construction contract for the 2024 Pavement Marking Project through adoption of the attached resolution to Ostrom Painting & Sandblasting, Inc. in the amount of $200,347.77 which includes the alternate bid items for the proposed bike lane pilot project pavement markings.

Prepared by: Justine Hull, Traffic Engineer
cc: Jenny Larson, Chief Financial Officer
Bob Schiesl, Assistant City Engineer
Troy Kress, Engineering Technician
Russ Stecklein, Transportation Services Operations Supervisor

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

RESOLUTION NO. _____ -25

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2025 PAVEMENT MARKING PROJECT

WHEREAS, sealed proposals have been submitted by contractor(s) for the 2025 Pavement Marking Project, (the Project) pursuant to Resolution No. 196-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 23rd day of May 2025; and

WHEREAS, said sealed proposals were opened and read on the 5th day of June 2025 and it has been determined that Ostrom Painting & Sandblasting, Inc. of Rock Island, IL submitted low bid in the amount of $200,347.77, and 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 Ostrom Painting & Sandblasting, 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, adopted and approved this 16th day of June 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

THE CITY OF DUBUQUE
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City of Dubuque - Engineering Department
Bid Tabulation

Project Name: 2025 PAVEMENT MARKING PROJECT

					Bid Date	Engineer's Estimate		Ostrom Painting & Sandbasting, Inc					
					June 5, 2025								
BID ITEM NUMBER	BID ITEM REF CODE	BID ITEM DESCRIPTION	UNIT	PLAN QUANTITY	ESTIMATE UNIT COST	ESTIMATE TOTAL COST		BID UNIT COST	TOTAL PRICE	BID UNIT COST	TOTAL PRICE	BID UNIT COST	TOTAL PRICE
		Division 8020 - CITY Pavement Markings (Painted - Lines)											
1	8020-108-B	BCY4: Broken Centerline (Yellow)	STA	422.60	$ 13.47	$ 5,693.04		$ 12.19	$ 5,151.48				
2	8020-108-B	BLW4: Broken Lane Line (White)	STA	351.89	$ 13.47	$ 4,740.53		$ 12.19	$ 4,289.58				
3	8020-108-B	CHW8: Channelizing Line (White)	STA	151.56	$ 15.90	$ 2,409.37		$ 14.39	$ 2,180.96				
4	8020-108-B	CHY8: Channelizing Line (Yellow)	STA	615.46	$ 15.90	$ 9,783.93		$ 14.39	$ 8,856.44				
5	8020-108-B	CBW6: Crosswalk Bar (White)	STA	487.50	$ 13.11	$ 6,393.32		$ 11.87	$ 5,786.63				
6	8020-108-B	CLW6: Crosswalk Line (White)	STA	583.35	$ 15.66	$ 9,132.63		$ 14.17	$ 8,266.06				
7	8020-108-B	DCY4: Double Centerline (Yellow)	STA	3600.43	$ 13.11	$ 47,217.83		$ 11.87	$ 42,737.10				
8	8020-108-B	DDY4: Double Dotted Line (Yellow)	STA	4.68	$ 13.47	$ 63.07		$ 12.19	$ 57.07				
9	8020-108-B	DEW1: Dotted Entrance Line (White)	STA	11.46	$ 14.04	$ 160.81		$ 12.71	$ 145.59				
10	8020-108-B	DLW4: Dotted Line (White)	STA	12.75	$ 14.04	$ 179.02		$ 12.71	$ 162.08				
11	8020-108-B	DLY4: Dotted Line (Yellow)	STA	3.27	$ 14.04	$ 45.96		$ 12.71	$ 41.61				
12	8020-108-B	DLW6: Dotted Line (White)	STA	0.77	$ 13.72	$ 10.60		$ 12.42	$ 9.60				
13	8020-108-B	DNB6: Do Not Block Intersection Line 6" (White)	STA	29.27	$ 15.66	$ 458.26		$ 14.17	$ 414.78				
14	8020-108-B	DRW8: Dotted Roundabout Line (White)	STA	0.00	$ 16.57	$ -		$ 15.00	$ -				
15	8020-108-B	ELW4: Edge Line Right (White)	STA	1927.18	$ 14.04	$ 27,054.68		$ 12.71	$ 24,494.42				
16	8020-108-B	ELY4: Edge Line Left (Yellow)	STA	513.74	$ 14.04	$ 7,212.18		$ 12.71	$ 6,529.68				
17	8020-108-B	MNY4: Median Nose (Yellow)	STA	0.00	$ 17.28	$ -		$ 15.64	$ -				
18	8020-108-B	NPY4: No Passing Zone Line (Yellow)	STA	313.16	$ 14.04	$ 4,396.37		$ 12.71	$ 3,980.33				
19	8020-108-B	SLW2: Stop Line (White)	STA	741.65	$ 16.57	$ 12,288.39		$ 15.00	$ 11,124.74				
20	8020-108-B	SLW4: Solid Lane Line (White)	STA	439.33	$ 14.04	$ 6,167.58		$ 12.71	$ 5,583.93				
21	8020-108-B	SPW6: Sloped Curb 6" (White)	STA	0.00	$ 14.04	$ -		$ 12.71	$ -				
22	8020-108-B	STW6: Standard Curb 6" (White)	STA	0.00	$ 17.13	$ -		$ 15.50	$ -				
23	8020-108-B	STY6: Standard Curb 6" (Yellow)	STA	0.00	$ 17.13	$ -		$ 15.50	$ -				
24	8020-108-B	YLW2: Yield Line (White)	STA	1.59	$ 14.04	$ 22.33		$ 12.71	$ 20.21				
					Sub Total	$ 143,429.91		**Sub Total**	$ 129,832.29	**Sub Total**	$ -	**Sub Total**	$ -
		Division 8020 - CITY Pavement Markings (Painted - Symbols & Legends)											
25	8020-108-G	AHDW: Ahead Word Marking (White)	EA	3	$ 45.97	$ 137.91		$ 41.60	$ 124.80				
26	8020-108-G	BIKW: Bike Word Marking (White)	EA	2	$ 45.97	$ 91.94		$ 41.60	$ 83.20				
27	8020-108-G	BLSW: Bike Lane Symbol (White)	EA	23	$ 45.97	$ 1,057.29		$ 41.60	$ 956.80				
28	8020-108-G	CSLW: Combined Straight and Left Turn Arrow (White)	EA	28	$ 43.39	$ 1,214.81		$ 39.26	$ 1,099.28				
29	8020-108-G	CSLWR: Combines Straight and Left Turn Roundabout (White)	EA	1	$ 42.39	$ 42.39		$ 38.36	$ 38.36				
30	8020-108-G	CSRW: Combined Straight and Right Turn Arrow (White)	EA	24	$ 43.39	$ 1,041.26		$ 39.26	$ 942.24				
31	8020-108-G	CSTW: Combined Straight, Right, and Left Turn Arrow (White)	EA	2	$ 43.39	$ 86.77		$ 39.26	$ 78.52				
32	8020-108-G	ENDW: Ends Word Marking (White)	EA	1	$ 45.97	$ 45.97		$ 41.60	$ 41.60				
33	8020-108-G	LANW: Lane Word Marking (White)	EA	1	$ 45.97	$ 45.97		$ 41.60	$ 41.60				
34	8020-108-G	LLRW: Left Lane Reduction Arrow (White)	EA	3	$ 43.39	$ 130.16		$ 39.26	$ 117.78				
35	8020-108-G	LTAW: Left Turn Arrow (White)	EA	563	$ 43.39	$ 24,426.32		$ 39.26	$ 22,103.38				
36	8020-108-G	LTAWR: Left Turn Roundabout (White)	EA	4	$ 42.39	$ 169.55		$ 38.36	$ 153.44				
37	8020-108-G	ONLW: Only Word Marking (White)	EA	227	$ 45.97	$ 10,434.96		$ 41.60	$ 9,443.20				
38	8020-108-G	RLRW: Right Lane Reduction Arrow (White)	EA	6	$ 43.39	$ 260.32		$ 39.26	$ 235.56				
39	8020-108-G	RRCW: Railroad Crossing Symbol (White)	EA	14	$ 48.27	$ 675.76		$ 43.68	$ 611.52				
40	8020-108-G	RTAW: Right Turn Arrow (White)	EA	193	$ 43.39	$ 8,373.50		$ 39.26	$ 7,577.18				
41	8020-108-G	SCLW: School Word Marking (White)	EA	1	$ 45.97	$ 45.97		$ 41.60	$ 41.60				
42	8020-108-G	SLMW: Shared Lane Markings (Sharrows (White))	EA	47	$ 48.05	$ 2,258.26		$ 43.48	$ 2,043.56				
43	8020-108-G	STAW: Straight Arrow (White)	EA	35	$ 48.05	$ 1,681.68		$ 43.48	$ 1,521.80				
44	8020-108-G	STPW: Stop Word Marking (White)	EA	10	$ 45.97	$ 459.69		$ 41.60	$ 416.00				
45	8020-108-G	XNGW: XING Word Marking (White)	EA	3	$ 45.97	$ 137.91		$ 41.60	$ 124.80				
46	8020-108-G	YLDW: YIELD Work Marking (White)	EA	9	$ 45.97	$ 413.72		$ 41.60	$ 374.40				
					Sub Total	$ 53,232.09		**Sub Total**	$ 48,170.62	**Sub Total**	$ -	**Sub Total**	$ -

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City of Dubuque - Engineering Department
Bid Tabulation

Project Name: 2025 PAVEMENT MARKING PROJECT

					Bid Date: June 5, 2025		Engineer's Estimate		Ostrom Painting & Sandbasting, Inc					
BID ITEM NUMBER	BID ITEM REF CODE	BID ITEM DESCRIPTION	UNIT	PLAN QUANTITY	ESTIMATE UNIT COST	ESTIMATE TOTAL COST	BID UNIT COST	TOTAL PRICE	BID UNIT COST	TOTAL PRICE	BID UNIT COST	TOTAL PRICE
		Division 8020 - IA-DOT Pavement Markings (Painted - Lines)										
47	8020-108-B	BLW6: Broken Lane Line (White)	STA	0.43	$ 13.72	$ 5.93	$ 12.42	$ 5.37				
48	8020-108-B	CHW10: Channelizing Line (White)	STA	80.61	$ 19.87	$ 1,601.49	$ 17.98	$ 1,449.45				
49	8020-108-B	CHY10: Channelizing Line (Yellow)	STA	55.53	$ 19.87	$ 1,103.11	$ 17.98	$ 998.38				
50	8020-108-B	DEW10: Dotted Entrance Line (White)	STA	3.59	$ 19.87	$ 71.39	$ 17.98	$ 64.61				
51	8020-108-B	DLW6: Dotted Line (White)	STA	3.97	$ 13.47	$ 53.53	$ 12.19	$ 48.44				
52	8020-108-B	DRW6: Dotted Roundabout Line (White)	STA	3.48	$ 13.47	$ 46.89	$ 12.19	$ 42.43				
53	8020-108-B	ELW6: Edge Line Right (White)	STA	34.80	$ 13.47	$ 468.76	$ 12.19	$ 424.17				
54	8020-108-B	ELY6: Edge Line Left (Yellow)	STA	7.40	$ 13.47	$ 99.72	$ 12.19	$ 90.24				
55	8020-108-B	SLW2: Stop Line (White)	STA	14.12	$ 14.04	$ 198.28	$ 12.71	$ 179.52				
56	8020-108-B	SLW6: Solid Lane Line (White)	STA	179.27	$ 13.47	$ 2,414.98	$ 12.19	$ 2,185.25				
57	8020-108-B	SPY6: Sloped Curb 6" (Yellow)	STA	10.45	$ 17.13	$ 179.02	$ 15.50	$ 162.03				
58	8020-108-B	STW6: Standard Curb 6" (White)	STA	0.69	$ 17.13	$ 11.82	$ 15.50	$ 10.69				
					Sub Total	$ 6,254.91	**Sub Total**	$ 5,660.57	**Sub Total**	$ -	**Sub Total**	$ -
		Division 8020 - IA-DOT Pavement Markings (Painted - Symbols & Legends)										
59	8020-108-G	CSLW: Combined Straight and Left Turn Arrow (White)	EA	12	$ 43.39	$ 520.63	$ 39.26	$ 471.12				
60	8020-108-G	CSRW: Combined Straight and Right Turn Arrow (White)	EA	14	$ 43.39	$ 607.40	$ 39.26	$ 549.64				
61	8020-108-G	LTAW: Left Turn Arrow (White)	EA	115	$ 43.39	$ 4,989.39	$ 39.26	$ 4,514.90				
62	8020-108-G	ONLW: Only Word Marking (White)	EA	104	$ 45.97	$ 4,780.78	$ 41.60	$ 4,326.40				
63	8020-108-G	RLRW: Right Lane Reduction Arrow (White)	EA	5	$ 43.39	$ 216.93	$ 39.26	$ 196.30				
64	8020-108-G	RTAW: Right Turn Arrow (White)	EA	95	$ 43.39	$ 4,121.67	$ 39.26	$ 3,729.70				
65	8020-108-G	STAW: Straight Arrow (White)	EA	8	$ 43.39	$ 347.09	$ 39.26	$ 314.08				
66	8020-108-G	YLDW: YIELD Work Marking (White)	EA	14	$ 45.97	$ 643.57	$ 41.60	$ 582.40				
					Sub Total	$ 16,227.46	**Sub Total**	$ 14,684.54	**Sub Total**	$ -	**Sub Total**	$ -
		Division 8020 - Parking City Lots (Painted - Lines and Symbols & Legends)										
67	8020-108-B	SLW4: Solid Lane Line (White)	STA	95.06	$ 14.04	$ 1,334.54	$ 12.19	$ 1,158.81		$ -		$ -
68	8020-108-G	STAW: Straight Arrow (White)	EA	10.00	$ 43.39	$ 433.86	$ 39.26	$ 392.60		$ -		$ -
69	8020-108-G	WCSW: Wheelchair Symbol (White)	EA	9.00	$ 43.39	$ 390.47	$ 39.26	$ 353.34		$ -		$ -
70	8020-108-G	WPSB: Wheelchair Parking Symbol (Blue)	EA	2.00	$ 43.39	$ 86.77	$ 47.50	$ 95.00		$ -		$ -
					Sub Total	$ 2,245.64	**Sub Total**	$ 1,999.75	**Sub Total**	$ -	**Sub Total**	$ -
					ESTIMATE TOTAL	$ 221,390.01	**BID TOTAL**	$ 200,347.77	**BID TOTAL**	$ -	**BID TOTAL**	$ -
							OVER / UNDER	-9.5%	**OVER / UNDER**	-100.0%	**OVER / UNDER**	-100.0%
					CITY COST SHARE	$ 196,662.00	**CITY**	$ 178,002.91	**CITY**	$ -	**CITY**	$ -
					IOWA DOT COST SHARE	$ 22,482.37	**IOWA DOT**	$ 20,345.11	**IOWA DOT**	$ -	**IOWA DOT**	$ -
					PARKING COST SHARE	$ 2,245.64	**PARKING**	$ 1,999.75	**PARKING**	$ -	**PARKING**	$ -

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE:	Resolutions of Support for Iowa State Historic Preservation Tax Credit Part 2B Applications
SUMMARY:	City Manager recommending City Council approve the attached Resolutions of Support for the Iowa State Historic Preservation Tax Credit Part 2B Applications being submitted by multiple developers for redevelopment of three properties in downtown Dubuque at the following locations: 799 Main Street, 1706 Central Avenue, and 125 W 9th Street. **RESOLUTION** In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By 799 Main, LLC For A Historic Rehabilitation Project At 799 Main Street **RESOLUTION** In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By Rider Lacey Block, LLC For A Historic Rehabilitation Project At 1706 Central Avenue **RESOLUTION** In Support Of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted To The Iowa Economic Development Authority By Henry Stout, LLLP For A Historic Rehabilitation Project At 125 W 9th Street
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution Supporting 799 Main Part 2B
4. Resolution Supporting 1706 Central Part 2B
5. Resolution Supporting Henry Stout Part 2B

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolutions of Support for Iowa State Historic Preservation Tax Credit Part 2B Applications

DATE: June 11, 2025

Economic Development Director Jill Connors is recommending City Council approve the attached Resolutions of Support for the Iowa State Historic Preservation Tax Credit Part 2B Applications being submitted by multiple developers for redevelopment of three properties in downtown Dubuque at the following locations: 799 Main Street, 1706 Central Avenue, and 125 W 9th Street.

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

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: Resolutions of Support for Iowa State Historic Preservation Tax Credit Part 2B Applications

DATE: June 10, 2025

INTRODUCTION

This memorandum presents for City Council review and approval Resolutions in support of Iowa State Historic Preservation Tax Credit Part 2B Applications being submitted by multiple developers for redevelopment of three properties in downtown Dubuque.

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

Former Nesler Center - 799 Main Street

799 Main, LLC has begun to rehabilitate the structure to revitalize the first-floor commercial space and create 36 new market-rate rental units in the upper stories. The project will utilize historic tax credits with the remainder of the funding being a combination of private and public financing. The City of Dubuque has entered into a Development Agreement to support this project.

Rider Lacey Block -1706 Central Avenue

Rider Lacey Block, LLC has begun to rehabilitate the dilapidated structure to create 11 new residential rental units. The project also includes a revitalized first floor commercial space. The City of Dubuque has entered into a Development Agreement to assist this rehabilitation project.

The Henry Stout Apartments

Gronen Development is undertaking a historic redevelopment project at 125 W 9th Street. The building was purchased by Gronen when the fourth level wall on the east side was failing. The rehabilitation includes addressing deteriorated masonry and replacing failing windows among other internal rehabilitation efforts.

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 Resolutions of Support for the Iowa State Historic Preservation Tax Credit Part 2B Applications for the above projects.

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

IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY 799 MAIN, LLC FOR A HISTORIC REHABILITATION PROJECT AT 799 MAIN STREET

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

WHEREAS, 799 Main, LLC has requested City of Dubuque City Council support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic building (the "Building") located at 799 Main Street, Dubuque, Iowa (the "Project"); and

WHEREAS, the Building is a contributing building in the Downtown Neighborhood Conservation 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, 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 799 Main, 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 799 Main, LLC.

Passed, approved, and adopted this 16th day of June, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, 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

IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY RIDER LACEY BLOCK, LLC FOR A HISTORIC REHABILITATION PROJECT AT 1706 CENTRAL AVENUE

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

WHEREAS, Rider Lacey Block, LLC has requested City of Dubuque City Council support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic building (the "Building") located at 1706 Central Avenue, Dubuque, Iowa (the "Project"); and

WHEREAS, the Building is a contributing building in the Washington Street Neighborhood Conservation 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, 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 Rider Lacey Block, 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 Rider Lacey Block, LLC.

Passed, approved, and adopted this 16th day of June, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, 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

IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY HENRY STOUT, LLLP FOR A HISTORIC REHABILITATION PROJECT AT 125 W 9th STREET

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

WHEREAS, Henry Stout, LLLP has requested City of Dubuque City Council support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic building (the "Building") located at 125 W 9th Street, Dubuque, Iowa (the "Project"); and

WHEREAS, the Building is a contributing building in the Downtown Neighborhood Conservation 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, 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 Henry Stout, LLLP 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 Henry Stout, LLLP.

Passed, approved, and adopted this 16th day of June, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE:	20th Century Neighborhood Intensive Historic and Architectural Surveys for the Deereville and Voelker Highlands Neighborhoods
SUMMARY:	Historic Preservation Commission providing information on the 20th Century Neighborhood Intensive Historic and Architectural Surveys performed by Heritage Works for the Deereville and Voelker Highlands neighborhoods.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. HPC Letter to CC
2. Deereville Historical Context May 2025
3. Voelker Highlands Historical Context May 2025

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Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
planning@cityofdubuque.org

June 11, 2025

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

Dear Mayor and City Council Members:

This letter is in referenced to the attached 20th Century Neighborhood Intensive historic and architectural surveys performed by Heritage Works, for the Deereville and Voelker Highlands neighborhoods. This completes our seventh phase of neighborhood surveys in the 21st century.

Historic preservation consultant Bill Doyle presented findings for Heritage Works at the May 15, 2025 Historic Preservation Commission meeting. The Historic Preservation Commission has reviewed and adopted the documents. These documents are being provided for your information.

Should you have any questions you may contact Janice Esser, Commission Chair, at janiceannesser@gmail.com.

Sincerely,

Janice Esser

Janice Esser
Chairperson

Drafted by Chris Happ Olson, Assistant Planner

Architectural Survey of Deereville (1947-1951)
Dubuque, Iowa

Historical Context

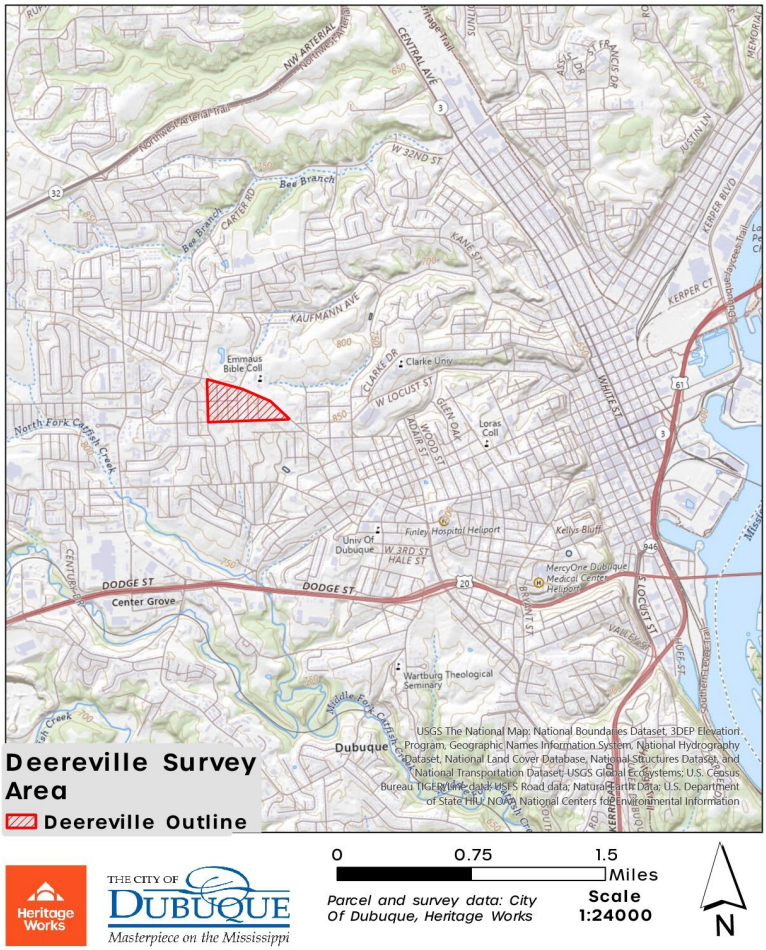
Introduction

The Deereville area of Dubuque is locally significant under Criterion A in the area of Community Planning and Development. It was built by a private developer as a planned residential neighborhood in the City of Dubuque in the years immediately following World War II, a period of rising homeownership in Dubuque and throughout the United States. The Survey Area comprises over a hundred residences. Ninety-four of the houses were built by the farm equipment manufacturer John Deere, as housing for their workforce when they built a new factory in Dubuque after the end of World War II.

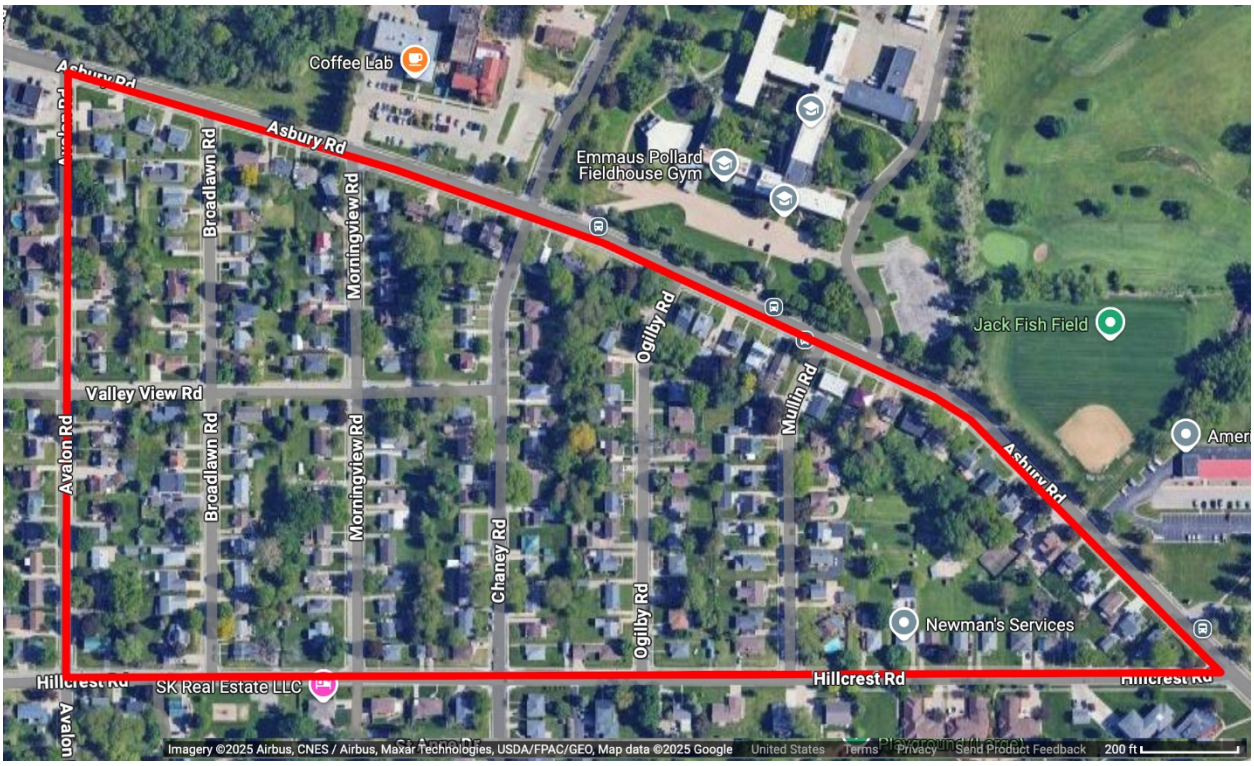
The period of significance for the Deereville Survey Area is 1947-1951. These are the years when John Deere was developing and constructing houses in the neighborhood. Most of the houses on Asbury and Mullin Streets, which were the only streets pre-dating the annexation of the area by the City of Dubuque, were constructed before the period of significance, and so are not considered contributing structures. This is also true of the couple of houses completed years after John Deere's development project was finished. Several dozen non-Deere houses throughout the Survey Area were completed during or soon after the period of construction of the development, and may be considered contributing.

Overview of Survey Area

Deereville - Context Map



The Deereville Survey Area consists of portions of several streets at the beginning of Dubuque's West End. It is surrounded by residential streets to the south and west, and commercial buildings and Emmaus Bible College to the north and east. Flora Park is two blocks south of the boundary of the neighborhood.



Deereville Survey Area

The Survey Area is bordered by Asbury Road to the north and east, Hillcrest Road to the south, and Avalon Road to the west. All of the buildings in the Deereville Survey Area are residential, with the overwhelming majority being single-family homes or duplexes. There are a couple of multi-family residences on the south side of Asbury Road. The topography of the Deereville Survey Area is gently hilly. The terrain slopes generally downward from Asbury at the north border to Hillcrest at the south. Within the Survey Area, Hillcrest Road itself changes slope frequently, rising from its lowest point at Avalon to a peak between Ogilby and Mullin, and then falling and rising again to meet Asbury at its eastern corner.

Address	Style	Date	Contributing Resources
2040 Avalon	No Style	Pre-1947	None
2048 Avalon	Minimal Traditional	1949	Residence
2056 Avalon	Minimal Traditional (John Deere)	1947	Residence
2066 Avalon	Minimal Traditional (John Deere)	1947	Residence
2074 Avalon	Minimal Traditional (John Deere)	1947	Residence
2084 Avalon	No Style	1950	None
2088 Avalon	Minimal Traditional (John Deere)	1947	Residence

2098 Avalon	Minimal Traditional (John Deere)	1947	Residence
2112 Avalon	Minimal Traditional	1949	Residence
2122 Avalon	Minimal Traditional (John Deere)	1947	None
2132 Avalon	Minimal Traditional (John Deere)	1947	Residence
2146 Avalon	Ranch	1948	None
2160 Avalon	Minimal Traditional	1949	Residence
2170 Avalon	Minimal Traditional	Pre-1947	None
2192 Avalon	No Style	1950	Residence + Garage
2004 Broadlawn	Minimal Traditional	1948	Residence
2005 Broadlawn	Minimal Traditional	Pre-1947	None
2012 Broadlawn	Minimal Traditional	1949	Residence
2024 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2025 Broadlawn	No Style	1991	None
2034-2036 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2035 Broadlawn	No Style	1991	None
2045 Broadlawn	Minimal Traditional	1951	Residence + Garage
2048 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2055 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2064 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2065 Broadlawn	Minimal Traditional (John Deere)	1947	Residence + Garage
2075 Broadlawn	No Style	1950	Residence
2076-2078 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2081 Broadlawn	Minimal Traditional	1950	Residence
2082 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2087 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2088 Broadlawn	Minimal Traditional	1953	Residence
2096 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2097 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2113 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2116 Broadlawn	No Style	1948	None
2123 Broadlawn	Minimal Traditional (John Deere)	1947	Residence

2126 Broadlawn	Minimal Traditional	1948	None
2133 Broadlawn	Minimal Traditional (John Deere)	1947	Residence + Garage
2134 Broadlawn	Ranch	1951	Residence
2143 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2146 Broadlawn	Minimal Traditional (John Deere)	1947	Residence + Garage
2156 Broadlawn	Minimal Traditional (John Deere)	1947	Residence + Garage
2163 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2166 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2173 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2176 Broadlawn	Minimal Traditional (John Deere)	1947	Residence
2185 Broadlawn	Ranch	1951	Residence
2186 Broadlawn	Minimal Traditional (John Deere)	1947	Residence + Garage
2191 Broadlawn	Minimal Traditional	1949	Residence
2000 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2011 Morningview	Minimal Traditional (John Deere)	1947	Residence
2012 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2025 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2026 Morningview	Minimal Traditional (John Deere)	1947	Residence
2035 Morningview	Minimal Traditional (John Deere)	1947	Residence
2036 Morningview	Minimal Traditional (John Deere)	1947	Residence
2045 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2046-2048 Morningview	Minimal Traditional (John Deere)	1947	Residence
2059 Morningview	No Style	1950	Residence
2066 Morningview	Minimal Traditional (John Deere)	1947	Residence
2067-2069 Morningview	Minimal Traditional (John Deere)	1947	Residence
2074 Morningview	Minimal Traditional (John Deere)	1947	Residence
2077 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage

2084-2086 Morningview	Minimal Traditional (John Deere)	1947	Residence
2089-2091 Morningview	Minimal Traditional (John Deere)	1947	Residence
2094 Morningview	Minimal Traditional (John Deere)	1947	Residence
2097 Morningview	Minimal Traditional (John Deere)	1947	Residence
2098 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2115 Morningview	Minimal Traditional (John Deere)	1947	Residence
2118 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2124 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2125 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2130 Morningview	Minimal Traditional	1948	Residence + Garage
2135 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2144 Morningview	Minimal Traditional	1948	Residence
2145 Morningview	Minimal Traditional (John Deere)	1947	Residence + Garage
2154 Morningview	Minimal Traditional	1948	Residence
2155 Morningview	Minimal Traditional (John Deere)	1947	Residence
2165 Morningview	Minimal Traditional	1950	Residence
2168 Morningview	Minimal Traditional	1952	Residence
2193 Morningview	No Style	1952	Residence
2002 Chaney	Minimal Traditional (John Deere)	1947	Residence + Garage
2003 Chaney	Minimal Traditional (John Deere)	1947	Residence
2013-2015 Chaney	Minimal Traditional (John Deere)	1947	Residence + Garage
2014 Chaney	Minimal Traditional (John Deere)	1947	Residence + Garage
2028-2030 Chaney	Minimal Traditional (John Deere)	1947	Residence + Garage
2033-2035 Chaney	Minimal Traditional (John Deere)	1947	Residence
2042 Chaney	Minimal Traditional (John Deere)	1947	Residence + Garage
2045 Chaney	Minimal Traditional	1949	Residence
2056 Chaney	Minimal Traditional (John Deere)	1947	Residence

2059-2061 Chaney	Minimal Traditional (John Deere)	1947	Residence
2068 Chaney	Minimal Traditional (John Deere)	1947	None
2069 Chaney	Minimal Traditional (John Deere)	1947	Residence
2076-2078 Chaney	Minimal Traditional (John Deere)	1947	Residence
2079 Chaney	Minimal Traditional (John Deere)	1947	Residence
2088-2090 Chaney	Minimal Traditional (John Deere)	1947	Residence + Garage
2089-2091 Chaney	Minimal Traditional (John Deere)	1947	Residence + Garage
2096 Chaney	Minimal Traditional (John Deere)	1947	Residence
2099 Chaney	Minimal Traditional (John Deere)	1947	Residence
2104 Chaney	Minimal Traditional (John Deere)	1947	Residence
2115 Chaney	Minimal Traditional	1948	Residence
2116 Chaney	Minimal Traditional (John Deere)	1947	Residence
2125 Chaney	Minimal Traditional	1948	Residence
2130-2132 Chaney	Minimal Traditional (John Deere)	1948	Residence
2133 Chaney	Minimal Traditional	1948	Residence
2138 Chaney	No Style	1951	Residence
2145 Chaney	Minimal Traditional	1948	Residence
2005 Ogilby	Minimal Traditional (John Deere)	1947	Residence
2010 Ogilby	Minimal Traditional (John Deere)	1947	Residence + Garage
2015 Ogilby	Minimal Traditional (John Deere)	1947	Residence
2020 Ogilby	No Style	1953	Residence
2025-2027 Ogilby	Minimal Traditional (John Deere)	1947	Residence
2030 Ogilby	Ranch	1949	Residence
2035 Ogilby	Minimal Traditional (John Deere)	1947	None
2040 Ogilby	Ranch	1950	Residence
2050 Ogilby	Minimal Traditional	1950	Residence
2055 Ogilby	No Style	1948	None
2060 Ogilby	Minimal Traditional (John Deere)	1947	Residence
2065 Ogilby	Minimal Traditional (John Deere)	1947	Residence

2075 Ogilby	Minimal Traditional (John Deere)	1947	Residence
2085 Ogilby	Minimal Traditional (John Deere)	1947	Residence
2088 Ogilby	No Style	1948	Residence
2095 Ogilby	Minimal Traditional (John Deere)	1947	Residence
2096 Ogilby	No Style	1952	None
2100 Ogilby	Ranch	1962	None
2105 Ogilby	Minimal Traditional (John Deere)	1947	None
2115 Ogilby	Minimal Traditional (John Deere)	1947	None
2123 Ogilby	No Style	1950	Residence
2010 Mullin	Minimal Traditional	1946	Residence
2013 Mullin	Minimal Traditional	1947	Residence
2025 Mullin	Ranch	1953	None
2030 Mullin	No Style	1941	None
2035 Mullin	Craftsman	1926	None
2040 Mullin	No Style	1941	None
2045 Mullin	Craftsman	1930	None
2050 Mullin	Minimal Traditional	1950	Residence
2055 Mullin	No Style	1931	None
2060 Mullin	No Style	1949	Residence
2075 Mullin	Minimal Traditional	1948	Residence
2080 Mullin	Craftsman	1930	None
2085 Mullin	Craftsman	1926	None
2090 Mullin	No Style	1946	Residence
2095 Mullin	Tudor Revival	1940	None
2420 Hillcrest	Minimal Traditional	1949	None
2426 Hillcrest	Minimal Traditional	1953	Residence
2430 Hillcrest	Minimal Traditional (John Deere)	1947	Residence
2440 Hillcrest	Minimal Traditional (John Deere)	1947	Residence
2450 Hillcrest	Minimal Traditional (John Deere)	1947	Residence
2460 Hillcrest	Minimal Traditional (John Deere)	1947	Residence
2470 Hillcrest	Minimal Traditional (John Deere)	1947	Residence
2480 Hillcrest	Minimal Traditional (John Deere)	1947	Residence
2500 Hillcrest	Ranch	1952	None
2992 Hillcrest	No Style	1950	Residence

2411 Asbury	No Style	1931	None
2415 Asbury	No Style	1925	None
2417 Asbury	Craftsman	1930	None
2421 Asbury	Craftsman	1930	None
2425 Asbury	Dutch Colonial Revival	1930	None
2429 Asbury	No Style	1928	None
2433 Asbury	No Style	1928	None
2439 Asbury	No Style	1940	None
2443 Asbury	Craftsman	1928	None
2447 Asbury	Minimal Traditional	1940	None
2451 Asbury	Craftsman	1928	None
2455 Asbury	Minimal Traditional	1941	None
2475 Asbury	No Style	1947	None
2485 Asbury	No Style	1938	None
2495 Asbury	No Style	1952	None
2525 Asbury	Minimal Traditional	1929	None
2545 Asbury	Dutch Colonial Revival	1929	None
2565 Asbury	No Style	1931	None
2585 Asbury	Craftsman	1915	None
2595 Asbury	Craftsman	1939	None
2605 Asbury	Cape Cod	1939	None
2625 Asbury	Cape Cod	1939	None
2655 Asbury	Minimal Traditional	1949	Residence
2705 Asbury	No Style	1948	None
2715 Asbury	Minimal Traditional	1948	None
2735 Asbury	Minimal Traditional	1949	Residence
2855 Asbury	Ranch	1954	None
2875 Asbury	Minimal Traditional	1949	Residence
2895-2897 Asbury	Minimal Traditional (John Deere)	1947	Residence
2905 Asbury	Minimal Traditional	1947	None
2925 Asbury	Minimal Traditional	1948	None
2995 Asbury	Ranch	1947	None

Overview of Architectural Styles

The Survey Area's most prevalent architectural type is mass-produced small houses and duplexes in a Minimal Traditional style, sometimes with Modern elements. Some earlier buildings of different styles can be found, especially on Asbury and Mullin Roads; some later buildings of different styles can also be found; and many of the original buildings have been altered.

Deereville Buildings Categorized by Architectural Style

Minimal Traditional: 132 (John Deere houses: 94; Other: 38)
No Style: 19
Ranch: 10
Craftsman: 8
Dutch Colonial Revival: 2
Cape Cod: 2
Tudor Revival: 1

Colonial Revival (1880s-1940s)

The Colonial Revival style emerged after the 1876 Philadelphia Centennial Exhibition reawakened interest in the American Colonial period. The most common architectural features of Colonial Revival buildings include symmetrical building forms, hipped roofs, porches with columns, entry doors, porches with columns, entry doors with transoms, sidelights and elaborate surrounds and double-hung multi-paned windows. The Colonial Revival style enjoyed a longer duration of popularity than any other style, lasting long into the 1950s. Colonial Revival details often find their way into other styles such as Ranch style homes.

One sub-style of Colonial Revival architecture is the Dutch Colonial style. Like the Cape Cod style, the Dutch Colonial has a steeply-pitched roof, often with at least one front-facing dormer; however, the Dutch Colonial roof shape is gambreled instead of gabled, and the front facade layout is less likely to be symmetrical. The two examples of Dutch Colonial Revival homes in the Deereville Survey Area are 2425 and 2545 Asbury Road.

2425 Asbury (left) and 2545 Asbury (right) (Colonial Revival: Dutch Colonial)

Tudor Revival (1890s-1940s)

The Tudor Revival style enjoyed popularity in roughly the same period as the Colonial Revival style. Tudor Revival style homes emulated Medieval English examples of grand manor homes and thatched cottages. Tudor Revival homes are characterized by dominant front gables, half

timbering, masonry walls, steeply pitched roofs, dominant chimneys and narrow casement windows, many with a diamond pane pattern. An example of a Tudor Revival home in the Deereville Survey Area is 2095 Mullin Road.

2095 Mullin (Tudor Revival)

Craftsman (1900s-1920s)

The Craftsman architectural style arose out of the 19th Century Arts and Crafts Movement. The Arts and Crafts movement was a reaction to the opulence of the Victorian Era and the mass production of the Industrial Revolution. The Craftsman style became popular when Gustav Stickley began publishing plans for homes in his magazine, *The Craftsman*, in 1901. A Craftsman home is typically characterized by simplicity of design and detailing, the exhibition of fine workmanship and the use of natural materials such as wood and stone. Craftsman homes are usually one story or one-and-a-half stories with shallow roofs, dormers and windows set in the gable end. An example in the Deereville Survey Area is 2417 Asbury Road.

2417 Asbury (Craftsman)

Minimal Traditional (1935-1950)

The Minimal Traditional style arose during the years of the Great Depression, when the need for economy resulted in the typical decorative elements seen in the preceding architectural styles being left off or simplified. The style was especially prevalent in the years following World War II, and was the prevailing style in planned developments such as Deereville. Minimal Traditional homes are typically small and single-story, with low-to-medium pitched roofs and little to no overhang in the eaves. Many have a front-facing gable. The contributing buildings in the Deereville Survey Area are all in the Minimal Traditional style. The home with the best integrity (retaining the original design and features of these buildings) is 2098 Morningview Road.

2098 Morningview (Minimal Traditional)

Ranch (1935-1975)

The Ranch style originated in California, and gained popularity throughout the country over the next two decades. It eventually became the predominant style in the years after World War II, when automobile ownership allowed for suburban sprawl, larger lots and larger house footprints. Ranch houses are single-story, asymmetrical, with low-pitched roofs and brick or wood-sided exteriors. Common features include picture windows and decorative iron porch supports. (McAlester, Virginia & Lee. *A Field Guide to American Houses*. P 479) An example in the Deereville Survey Area is 2500 Hillcrest Road (built 1952).

2500 Hillcrest

Deereville: Historical Setting and Developer

Dubuque Post-World War II

During the 1930s, Dubuque's population growth continued along the trend of modest rise seen in the preceding decades, reaching almost 44,000 by 1940. During the years of World War II, thousands of Dubuquers left to serve in the armed forces. While manufacturing companies in Dubuque stayed busy by converting their production to fill military needs, development of new residential areas in the city was not a priority during these years. Once the war ended, however, the GIs returned home, and Dubuque continued to grow as a center for manufacturing, drawing new companies, such as John Deere, to the area. A population boom resulted, with Dubuque reaching over 49,000 by 1950. The city began to expand its boundaries to the north and especially the west, and new housing was needed to accommodate the growing population.

Planned Developments in Post War America

The same situation seen in Dubuque played out in communities across the United States after the end of World War II: young soldiers returned home, ready to take jobs and start their families; cities expanded outward into the suburbs, making owning a car and a house with a yard part of the "American Dream"; and manufacturing companies responded to the postwar boom by building factories in new cities, to produce the modern conveniences that consumers were ready to buy after years of wartime rationing. Housing was needed for the workers at these factories, and often the quickest and most economical way to produce a large number of worker houses was through planned developments.

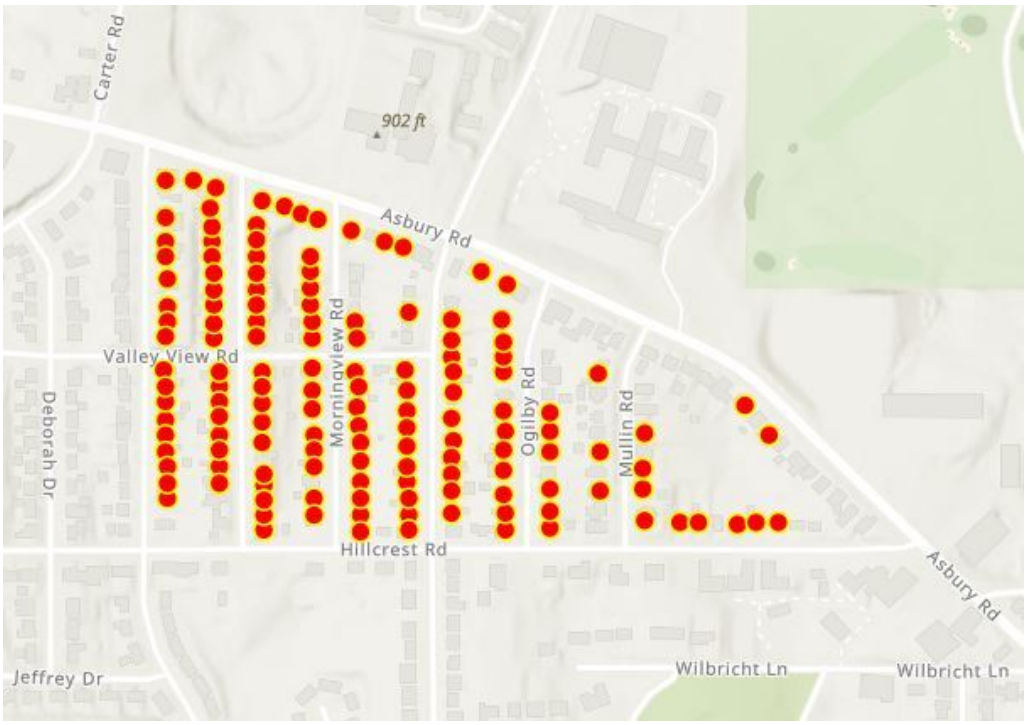
The method of building housing quickly had been refined by necessity during World War II, when assembly-line methods were adapted to create housing for troops at training camps and

for workers at wartime manufacturing plants. The developers in the post-war years applied the same techniques to make hundreds or thousands of houses spring up out of nowhere: the designs were kept simple and uniform, with consistent materials and only slight variations in layout; the materials needed for each house were calculated exactly beforehand, and prepared in batches so that the exact materials needed could be delivered at the location on the day they were required. Several houses could go up simultaneously, with skilled tradesmen moving from one house to the next to complete their part of the construction.

The pioneer of this technique was William Levitt, who used pre-cut lumber on concrete slabs to build 30 houses a day in his planned development named Levittown, New York (1947-51), which eventually had 6,000 houses, as well as schools and other amenities. Levitt built a second Levittown in Pennsylvania in 1952, after U.S. Steel had opened a new plant nearby, this time with 17,000 houses. Levitt's methods were imitated across the country by developers who found it possible to build houses that could be sold at a profit and still be affordable to new owners using FHA mortgages through the GI Bill.

Restrictive Covenants

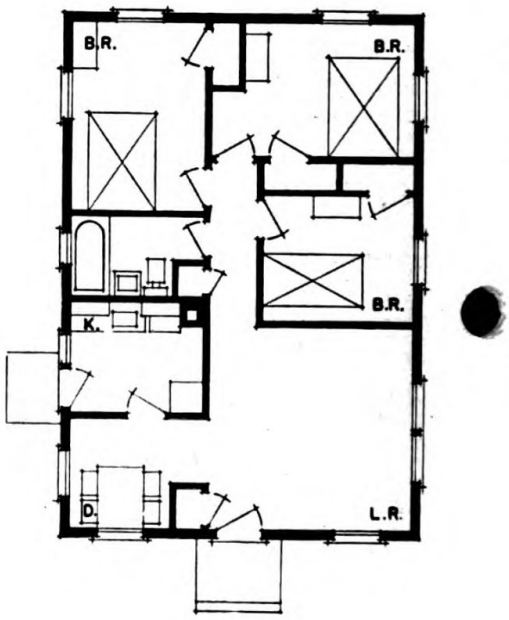
Notably, FHA mortgages and other mortgages were typically only available to prospective owners who were white, and many developers in the post-war era, including William Levitt, refused to sell to black owners. In some places, including Dubuque's Deereville, pre-existing covenants on the land restricted ownership to white owners in perpetuity, and also precluded owners from renting to black residents. These discriminatory covenants were somewhat nullified in 1948, when the U.S. Supreme Court ruled that they were unenforceable; but the Court's simultaneous decision that the covenants were legal as private agreements among individuals allowed them to continue to be implemented until the Fair Housing Act of 1968. Despite their nullification by the Fair Housing Act, covenants are very difficult to remove from properties, and most of the restrictive covenants on the Deereville properties are still attached to this day.



Map of properties within the Deereville Survey Area that are attached to restrictive covenants

FHA: Principles of Planning Small Houses

In 1940, the FHA published a revised edition of an earlier bulletin it had produced, titled *Principles of Planning Small Houses*. The developers of the postwar housing developments, wanting to ensure that their houses would be eligible for federal mortgages under the rules of the G.I. Bill, used the FHA's principles as a design guide to ensure quick approval. The bulletin suggested maximizing usable space by minimizing hallways, and combining the dining space with either the kitchen or living room. There were sample layouts for one-, two- and three-bedroom houses, some of which are very similar to those used in the Deereville houses in Dubuque.



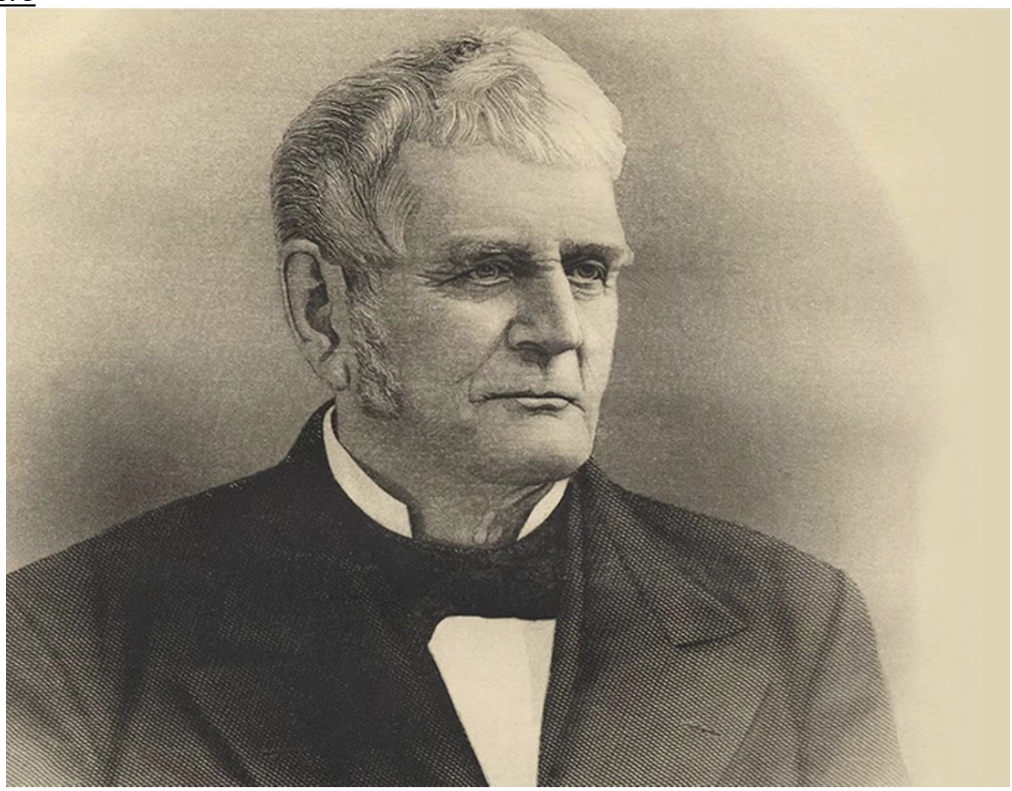
THREE-BEDROOM HOUSES also may have compact economical plans based upon the same planning principles as those demonstrated in the two-bedroom house. The bathroom-kitchen back-to-back arrangement can be maintained for economy in the plumbing installation. The hall required for circulation and privacy should be of minimum area. Where three bedrooms are provided, the living room should be increased in size. In many localities two-story houses are more economical when 3 or 4 bedrooms are required.

ONE-STORY
THREE BEDROOMS

22

Layout design seen adapted in Deereville houses. Source: FHA, Principles of Planning Small Houses*, 1940.*

John Deere



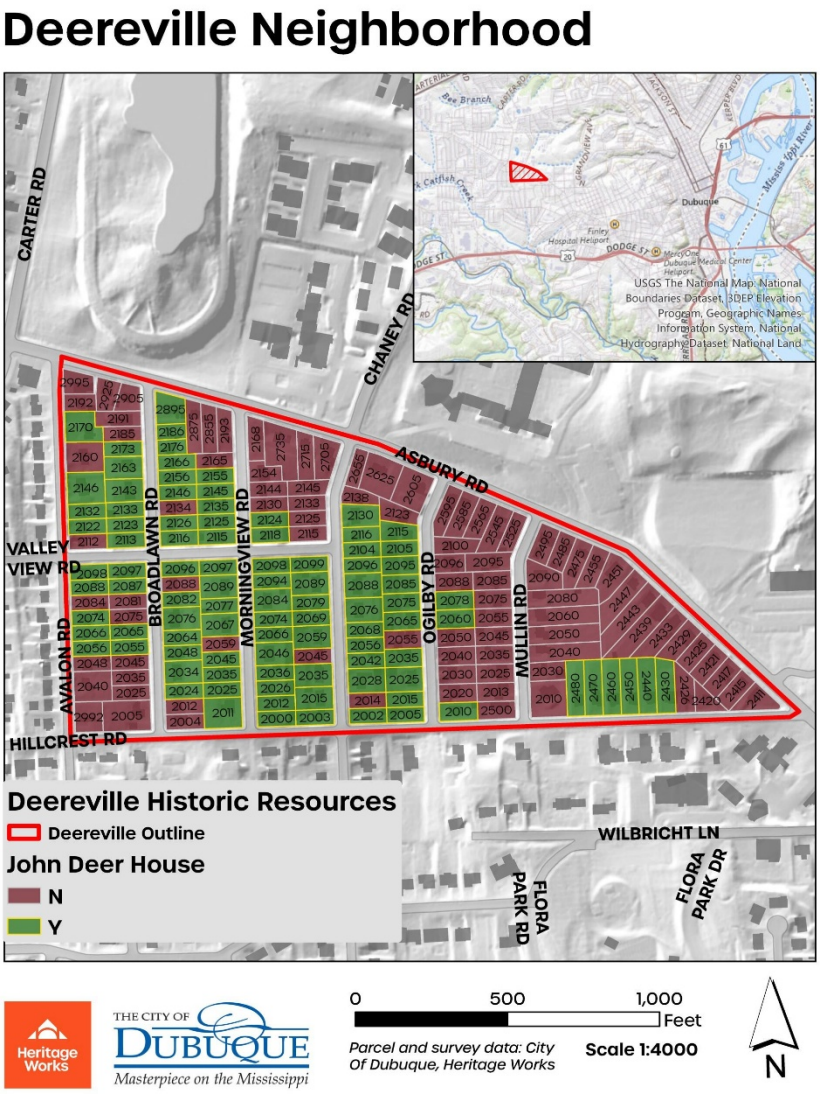
John Deere. Source: deere.com

The history of the John Deere company began in 1837, when blacksmith John Deere made a self-scouring plow from a polished steel saw blade, which worked much better in the sticky Midwestern soil than traditional iron or wood plows. Within a decade, Deere had gained business partners and built a factory in Moline, Iowa. Deere became sole proprietor of the company in 1852, and expanded its production to a variety of agricultural equipment. In the 1910s, the company began focusing on manufacturing tractors, engines and harvesters, and the number of its employees tripled to over 8,500. During the years of World War II, the company changed to war production, manufacturing parts for military vehicles.

In early February 1945, John Deere announced that it had chosen Dubuque as the location for a new plant, planned as a post-war expansion of the company.[16] That month, the company finalized the purchase of 729 acres of land in Peru township, two-and-a-half miles north of Dubuque's city limits.[13,14,16] With the war still ongoing, they first needed to apply to the War Manpower Commission and the War Production Board for permission to build and equip a plant in Dubuque for the manufacture of farm tractors.[14,15] The application was approved in mid-June, and the company announced that they planned to begin grading the land for construction of the plant within the next few days.[15] Enough of the grading had been completed by mid-August for two building foundations to be laid, and the steel frameworks of seven of the plant's nineteen planned buildings had been started by the end of 1945.[11,12] By September 1946, while still unfinished, the plant was complete enough for the first stages of production of combine and stationary power units to begin; and by the end of that year, the plant had a payroll of 850.[8]

When the news of the new plant was first announced in February 1945, it was reported that the company was expected to hire Dubuquers for the new plant, rather than bring in existing employees from elsewhere.[16] However, the first announcement of appointments by the company in late June were all current employees at other John Deere plants, and the company stated that “the balance of the personnel of the Moline Tractor works” would eventually be transferred to Dubuque.[17] While construction progressed on the plant itself, the company also sought a solution to housing the workforce it was bringing to Dubuque.

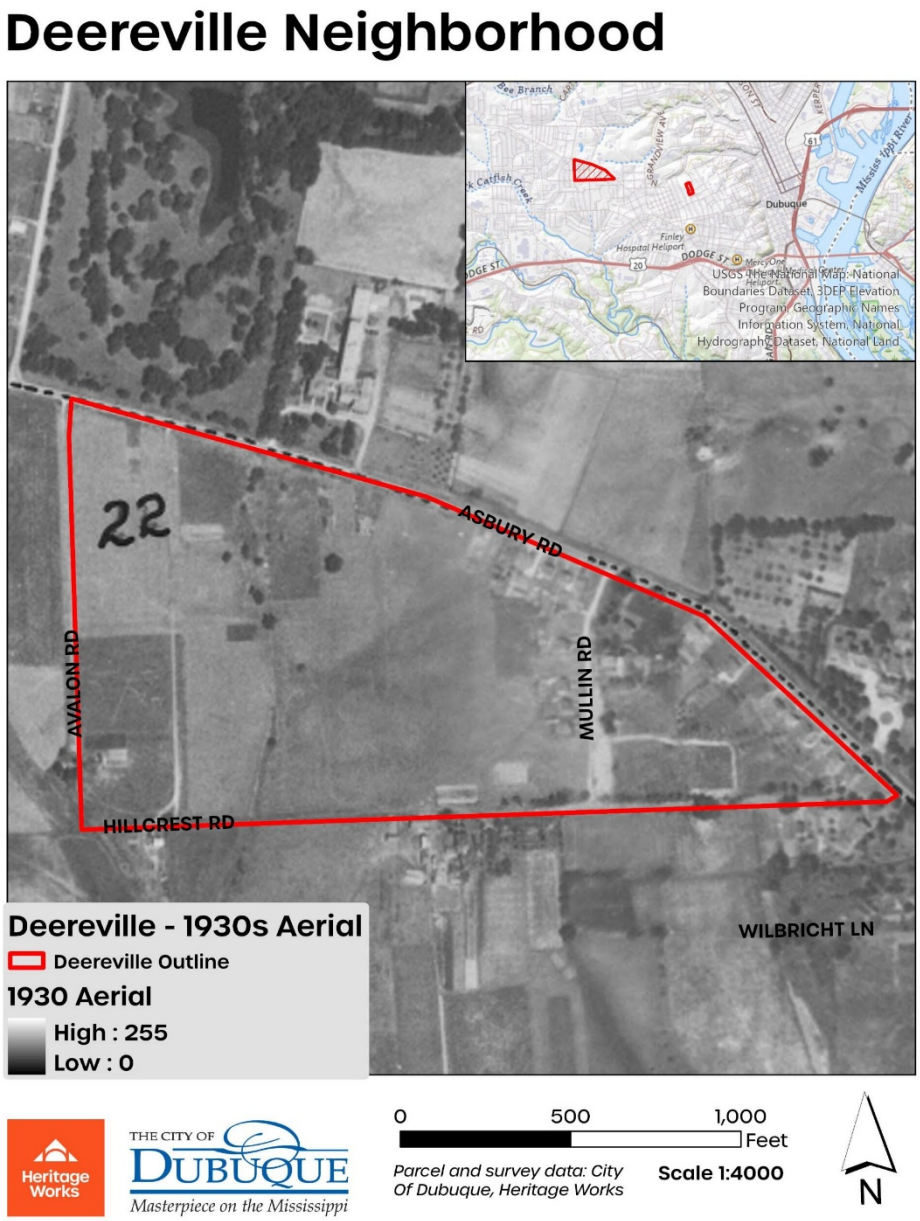
Development of Deereville



Map of Deereville Survey Area, showing houses developed by John Deere

The Deereville neighborhood encompasses several blocks, bordered by Asbury Road to the north and east, Avalon Road to the west, and Hillcrest Road to the south. The buildings included in the survey area have addresses on the east side of Avalon; on Broadlawn; Morningview;

Chaney; Ogilby; Mullin; on the south/west side of Asbury; and on the north side of Hillcrest, within the survey area boundaries. Valley View Road runs east-west from Avalon to Chaney inside the survey area.



Aerial view of Deereville Survey Area before development, in the 1930s

The neighborhood is right at the point where Dubuque's West End begins. Originally outside the Dubuque city limits, the West End was developed from rolling farmland into residential and commercial areas during the post-war years. Asbury Road existed as the route leading to the neighboring town of Asbury. Some homes and institutional buildings, such as the Mt. St. Rose School for girls, already lined this section of Asbury Road by the mid-1940s. Mullin Road also was somewhat built up prior to the Deereville development, having eight houses on it by 1942. The remainder of what became the Deereville neighborhood was largely undeveloped when John Deere began looking for a place to build its employee housing.

In April 1946, the Dubuque City Council received a proposal to annex about 60 acres of land directly west of its city limits, including two subdivisions: Hillcrest Park and Hillcrest Subdivision No. 2. The reason for the proposed annexation was that the two subdivisions were being considered for a housing development by the John Deere company, if the cities' sewer and water systems could be made available to the development. The land had already been platted and sub-divided, and John Deere was planning to build about 100 houses in the neighborhood.

STUDY BLUEPRINT OF ANNEXED AREA

City Manager A. A. Rhomberg, left, is shown discussing a blueprint of the newly-annexed area of the city with Lavern Temple, whom he has just appointed as civil engineer. Mr. Temple, whose original home was Moline, Ill., was recently released from the civil engineering corps of the navy, after serving in the Pacific theater and attaining the rank of lieutenant. He is the first to hold the job of civil engineer since 1937. (Telegraph-Herald Photo).

Telegraph-Herald*, April 16, 1946, p. 1*

The City Council approved the annexation, and by June, the City was installing a new water main to service the annexed land. In July, the next major step in the development began, with regrading of the land and streets.[3] A sewer system was installed by the City, at John Deere's expense, the following January.

On July 10, 1947, the city of Dubuque issued building permits for 94 residences (78 single-family homes and 16 duplexes) to the Iowa Improvement company, a subsidiary of John Deere, which was handling the development. Construction began soon after.

START STREET GRADING WORK

Company Lays Groundwork For Home Building

First major step in the public improvement of the annexed lands at the west corporate limits of Dubuque has been taken with a start of street grading which eventually will extend to nine streets in the area.

Under a contract recently awarded by Dubuque city council to Sumner Sollitt and company, of Chicago, heavy grading equipment has been moved into the district to level off grades and hills where the nine streets will intersect the more than 59 acres included in the annexed territory.

Eventually there is to be a sizable housing project in this district to be handled by the John Deere Dubuque Tractor company, with close to 100 new dwellings planned in the initial enterprise.

Grading will be completed on all or portions of the following streets: Avalon, Broadlawn, Morningview, Chaney, Ogilby, Mullin, Hillcrest, Valleyview, and Asbury road.

While street paving is not contemplated by the city in the immediate future, the streets, when all laid out, graded and otherwise prepared as traffic chanels, probably will be surfaced with gravel, crushed rock or some such type of temporary surfacing.

And under an arrangement with the John Deere company, a sanitary sewer project to serve the district is to be financed by the Deere company and with the stipulation that adjoining properties cutting in on this sewer project will have to work out their financing arrangements with the industry and through contact with city officials.

The properties at the west corporate limits of the city were annexed in April of 1946 to provide the municipality's newest residential area.

And the grading of nine streets of the district represents the first major step in improving that area preparatory to the start of actual new home construction to provide dwellings for personnel to be brought to Dubuque to work at the John Deere company when that industry moves into production this fall or winter.

ANNEX PROJECT UNDER WAY

Street grading equipment pictured above has rolled into action and work has started to round into travel shape nine streets in the newly annexed lands at the west corporate limits of Dubuque. There are slightly more than 59 acres of land in the annexed territory and streets to come under the grading project include Hillcrest, Avalon, Broadlawn, Morningview, Chaney, Ogilby, Mullin, Valleyview, and Asbury road. Contract for the grading project recently had been let by the Dubuque city council to Sumner Sollitt and company, of Chicago. (Telegraph-Herald Photo)

M'CORMACK HITS TITO'S REGIME

Accuses Yugoslav Leader Of War on Church

Washington—(AP)—Demanding a firm policy toward Yugoslavia, house Democratic Leader McCormack, of Massachusetts, asserted Saturday that Marshal Tito "and his Communist associates" have caused the death of 250 priests and coincide with the Paris peace conference.")

Accuses Tito

In an address prepared for the house, he asked: "Are we to watch in idleness while war, the reaper, in the guise of Tito sows his seed of death?"

McCormack said of Tito, "I know that he orders the imprisonment of nuns, for no crime, which in fact means death through cruelty."

"We, as a nation, must be firm, through our all powerful state department, in our dealings with national governments who would make a plaything of religion or a foible of Christianity," McCormack went on.

Condemns Force

"Yugoslavia, the people of the United States of America decry your religious terrorism and open-

Telegraph-Herald*, July 28, 1946, p. 22*

The construction company hired for the project was Sumner S. Sollitt & Co., a Chicago firm. The Sollitts had been a renowned construction family in Chicago since the mid-1800s, and by the 1930s, there were three major construction companies in Chicago run by various Sollitt family members. The Sumner Sollitt Co. had made national news during World War I for building an ROTC training camp capable of housing 21 companies (2,500 men) in ten days.[45] During World War II, the company built more training facilities at Naval Station Great Lakes. On Jan 1, 1942, it was reported that the Great Lakes Naval Station was going to spend $33M to expand its facilities in order to accommodate 45,000 men.[44]

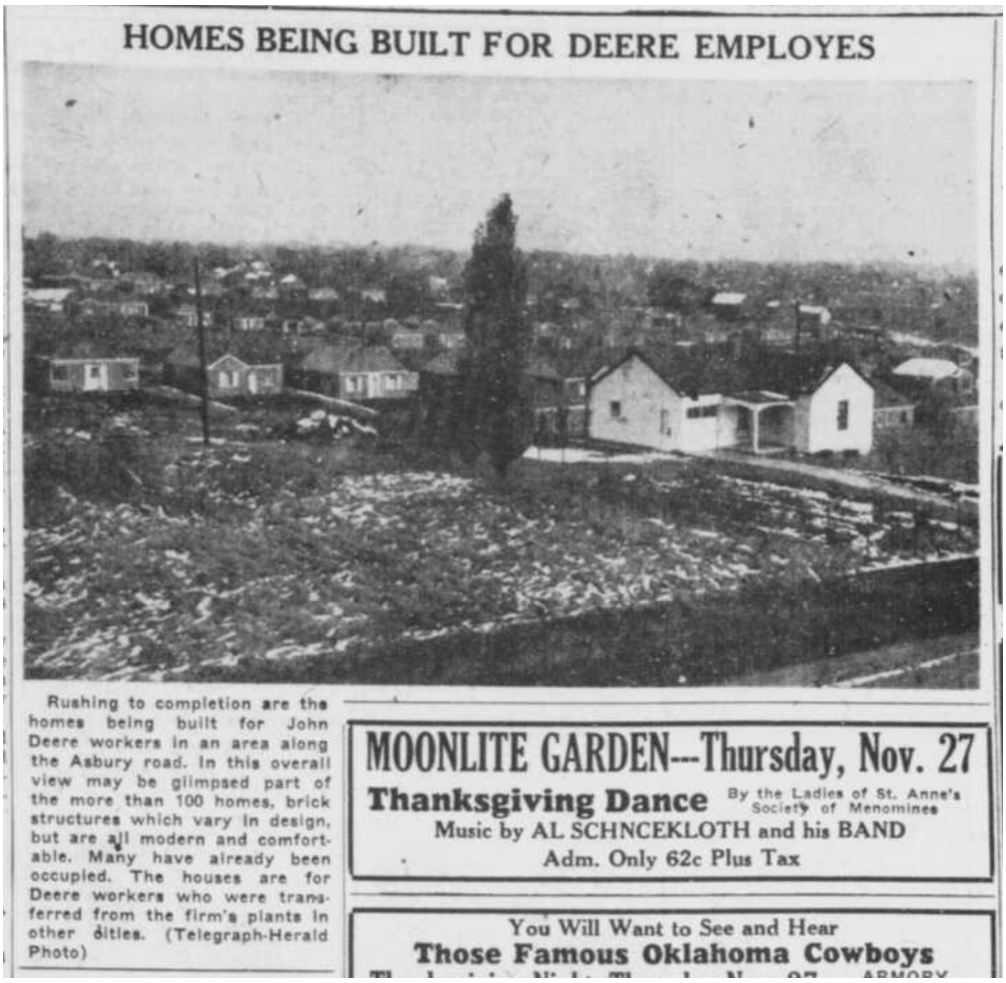
By September 1947, the first homes had been completed in the new John Deere development. The Telegraph-Herald printed a photo of seven finished houses on the east side of Chaney Road near Hillcrest (some of "about a dozen" complete at the time) and interviewed one of the

residents, Mrs. Elmer Roete, whose family had been the second to move into the development. The article mentioned again that: “only veteran John Deere workers who were transferred here from the Moline or Waterloo plants when the local plant began operations, and who have been commuting since that time, are eligible to occupy the homes.”[22]

Exterior of 2068 Chaney in early September, 1947. Homeowner Mrs. Elmer Roete stands outside her property. 2056, 2042, 2028-2030, 2012, and 2002 Chaney are visible in the background. Source: Telegraph-Herald

Mrs. Elmer Roete and her daughter in the living room of their house, 2068 Chaney, in early September, 1947. Source: Telegraph-Herald

Two months later, the TH reported that the development was nearing completion. The article described the houses as “brick structures which vary in design, but are all modern and comfortable.”[9]



HOMES BEING BUILT FOR DEERE EMPLOYES

Rushing to completion are the homes being built for John Deere workers in an area along the Asbury road. In this overall view may be glimpsed part of the more than 100 homes, brick structures which vary in design, but are all modern and comfortable. Many have already been occupied. The houses are for Deere workers who were transferred from the firm's plants in other cities. (Telegraph-Herald Photo)

MOONLITE GARDEN---Thursday, Nov. 27
Thanksgiving Dance By the Ladies of St. Anne's Society of Menominee
Music by AL SCHNCEKLOTH and his BAND
Adm. Only 62c Plus Tax

You Will Want to See and Hear
Those Famous Oklahoma Cowboys

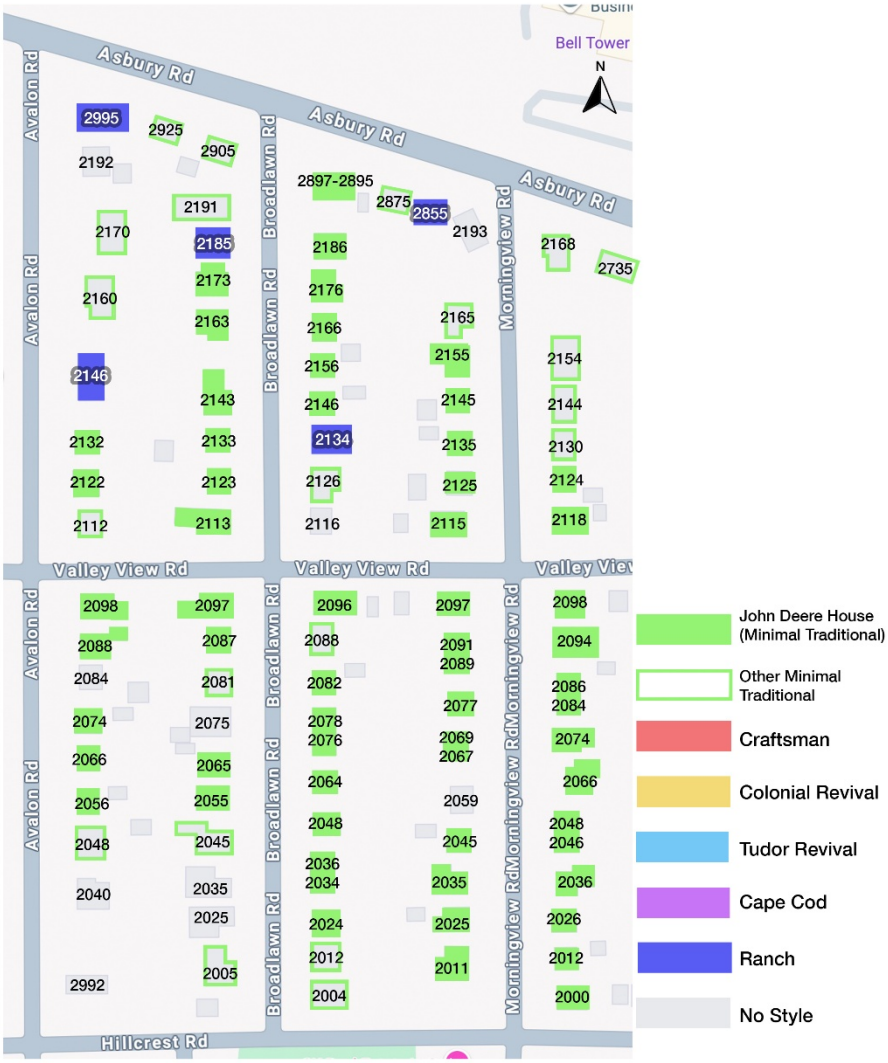
Telegraph-Herald*, Nov. 23, 1947, p. 21*

Deereville Architectural Styles

The Deereville Survey Area displays a variety of styles of architecture, reflecting the period of its development, with a few early homes from the 1920s-1940s in Revival and Craftsman styles, especially along Asbury and Mullin Roads; and the majority of houses built in the late 1940s and 1950s in the Minimal Traditional and Ranch styles. All of the houses built by John Deere are in the Minimal Traditional style.

Deereville Buildings by Architectural Style

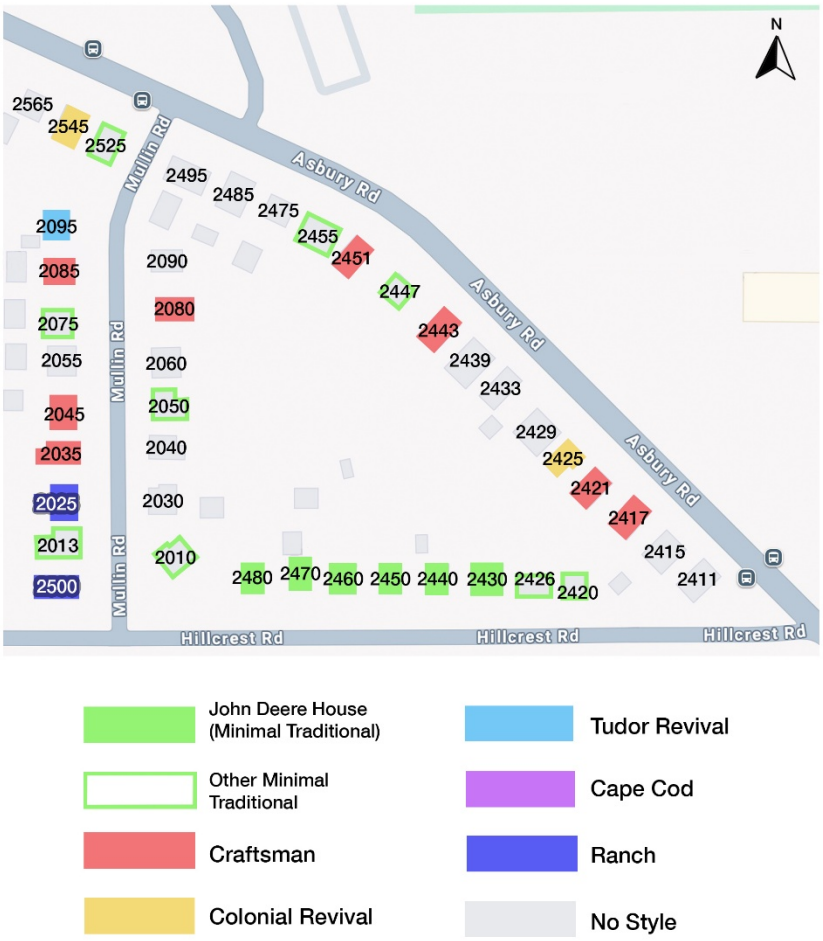
(Avalon Road; Broadlawn Road; Morningview Road; 2735-2995 Asbury; 2992 Hillcrest)



Deereville Buildings by Architectural Style

(Chaney Road; Ogilby Road; 2585-2715 Asbury Road)

Deereville Buildings by Architectural Style
(Mullin Road; 2411-2565 Asbury Road; 2420-2500 Hillcrest Road)



John Deere House (Minimal Traditional)
Other Minimal Traditional
Craftsman
Colonial Revival
Tudor Revival
Cape Cod
Ranch
No Style

1920s-1930s: Dutch Colonial Revival (2)

The celebration of the hundredth anniversary of the Declaration of Independence in 1876 sparked a nationwide nostalgia for the colonial period. Beginning in the 1880s, and accelerating in the early decades of the 20th century, the characteristics of various colonial architectural styles were used for residences and other buildings across the country. The Georgian and Federal styles were especially popular for imitation: their symmetry and classical details lent a stateliness to the buildings that borrowed them. The new buildings rarely mirrored the old styles

exactly, but instead added to, exchanged, and exaggerated their features, to create a recognizable but eclectic Colonial Revival look.

Dutch Colonial Revival architecture likewise adapted the features of its antecedent style. Original Dutch colonial architecture was often single-story, with a shallow pitch to the roof. This changed over time, as later Dutch colonial buildings were sometimes one-and-a-half or two stories tall. The Dutch Colonial Revival architecture in the 20th century took the gambrel roof shape often seen in the original buildings, and set it at a very steep pitch, creating two- or occasionally even three-story houses. They also added dormers that were never seen in the original Dutch colonial buildings. The style could look more informal than Georgian revivals, evoking a cozy rural feel with the gambrel roof shape resembling a barn. At the same time, the steep roofline was very practical for creating a larger living space for families.

The period of popularity of the Dutch Colonial Revival style predates the post-WWII planned development boom by a couple decades, and, like several other early styles seen in the Deereville Survey Area, the homes in this style were already in built on one of the two streets (Asbury and Mullin) that had already been developed prior to the annexation of the area by Dubuque in 1946. The two examples of Dutch Colonial Revival homes in the Deereville Survey Area are 2425 and 2545 Asbury Road. Both were built in the 1920s, and have the Dutch Colonial Revival style's characteristic features of a steeply pitched roof, gambreled to the side, long front-facing dormers, and asymmetrical layouts on the first story of the front facade.

1920s-1940: Tudor Revival (1)

Another revival style that flourished in the United States in the decades before WWII was Tudor Revival. The movement began in the United Kingdom in the second half of the 1800s, as part of the same reaction to industrialization that produced the Arts and Crafts movement. The style drew from features of vernacular Medieval English architecture: steeply pointed rooflines, half-timbering, stone or brick detailing, and prominent chimneys were some of the identifying traits of Tudor Revival architecture. In the United States, it became especially popular in the first half of the 20th century, when there was a popular turn towards rural aesthetics, which were seen as a balm for a soul battered by the bustle, dirt and noise of modern urban life. Unlike the Colonial Revival styles, which were generally symmetrical and formal in their design, the Tudor Revival styles were homey and asymmetrical, and spoke to a nostalgia for an imagined simpler, more rustic time.

As with the Dutch Colonial Revival style, the Tudor Revival style was most popular before the time when John Deere was constructing its planned development in Dubuque. The only Tudor Revival house in the Deereville Survey Area is 2095 Mullin, which was built in 1940, before the period of significance for the Survey Area.

1910s-1930s: Craftsman (8)

The Craftsman architectural style in the United States developed out of the nineteenth-century Arts and Crafts movement. The Arts and Crafts movement, which arose in the United Kingdom, emphasized handmade work and truth to materials, as a reaction to the opulence of the Victorian Era and the mass production of the Industrial Revolution. The architecture and interior decoration coming from the Arts and Crafts movement was often rustic, and sometimes left unfinished, to allow the beauty of the natural materials to be seen.

In the United States, the principles of the Arts and Crafts movement were popularized among the American public through Gustav Stickley's magazine *The Craftsman*, (published beginning in 1901), which featured plans for homes in the style that came to be known as Craftsman. A Craftsman home is typically characterized by simplicity of design and detailing, the exhibition of fine workmanship and the use of natural materials such as wood and stone. Craftsman homes are usually one story or one-and-a-half stories with shallow roofs, dormers and windows set in the gable end.

One of the most iconic and widely-used examples of Craftsman house, the bungalow, had its American beginning in California in the late 1800s, as a high-style adaptation of Indian and British colonial architecture. Before long the type was simplified and spread across the country as an affordable house for the working class in the 1910s through 1930s. The homes generally are small-to-medium size, and either one story, or with an additional half-story in the roof level. The roof is sometimes hipped, but often side-gabled, with a distinctive front-facing dormer. The roof often extends past the front of the house to form an open porch.

There are several examples of Craftsman style bungalows in the Deereville Survey Area. Most are found along Asbury Road and Mullin Road, which were the two streets in the neighborhood that were already largely developed before the annexation of the neighborhood by the city of Dubuque in 1947. These homes were generally built in the late 1920s and the 1930s. One example showing the characteristics of the Craftsman style is 2417 Asbury Road. This house has the typical bungalow roofline: a shallow front gable, with overhanging eaves, and dormers and a front window making the attic level into a half-story of additional living space.

1930s-1940s: Minimal Traditional (132)

In the 1930s, the Great Depression made economy a primary concern in house design. Small, single-story houses with traditional forms but pared-down decorative elements dominated the middle-class housing developments of this era. Many of the Minimal Traditional houses had elements of the Tudor Revival style that preceded this time, such as a prominent chimney and a front-facing gable at or near the main entryway. The roofline had a more moderate pitch, however, and little to no overhang of eaves. Minimal Traditional houses could be made of a variety of materials: brick, stone and wood siding were used, sometimes together.

After World War II, millions of GIs returned home, many of them ready to get married and start families. At the same time, companies across the country were building new factories and hiring workers to jumpstart their post-war production in the new consumerist economy. An enormous amount of new housing was needed, and it often needed to be built quickly, and at an affordable price for a blue-collar worker. The Minimal Traditional style that had been developed during the economic hardships of the Great Depression was still very practical for these purposes.

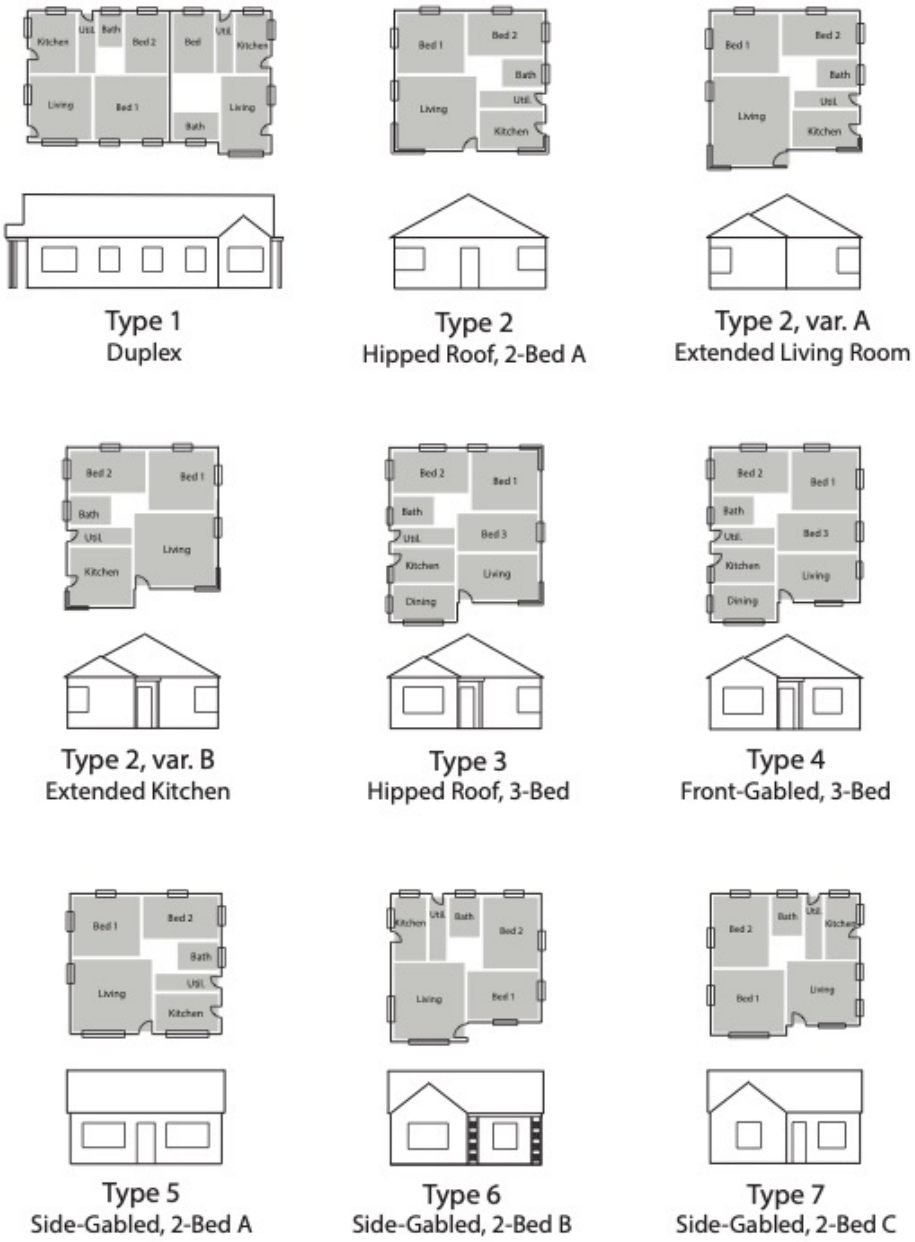
As the houses built in the Deereville Survey Area in the Minimal Traditional Style were typically built in the same time period as the planned development by John Deere, houses in this style make up the majority of the contributing structures to the Deereville Survey Area. Three of the most significant types of Minimal Traditional houses found in the Deereville Survey Area are discussed below: John Deere houses, Vernon Carris houses, and a single Lustron house.

John Deere Houses
All of the houses developed by John Deere for the Deereville neighborhood are in the Minimal Traditional style. They are single-story, with brick walls, hipped or gabled roofs with no eaves, and minimal decorative elements: pedimented entries with square columns on the duplexes,

eave returns inside front-facing gables, trellises near the entries of some designs. Some houses have a Modern element in corner windows.

There are seven original design styles for the John Deere houses. Each residence's original design includes a living room, and a kitchen, utility room and bathroom adjacent to each other in that order. The kitchens and utility rooms were all designed with doors giving access to the exterior of the houses.

Deereville House Plans



Type 1 is a duplex, with entries to each residence on opposite sides of the house. It has a generally rectangular footprint (long side facing the street), with a slight L-shape created by a front-gabled extension of the living room of the secondary residence. The primary residence has two bedrooms, and its main entryway has a pedimented porch supported by several square columns. The secondary residence has one bedroom, and its main entryway has a smaller pedimented porch supported by two simple square posts.

2084-2086 Morningview, a typical example of the Deereville duplex design

Type 2 is a 2-bedroom square-footprinted house with a hipped roof and corner windows at both front corners. There are two unique variations to this type: one (**Type 2, variation A**) with an extended living room at the left side of the front facade, changing the main entry location to the inside wall of the extension; and one (**Type 2, variation B**) with an extended kitchen at the left side of the front facade. Both variations have hipped roofs over the extended areas, and keep the corner front windows.

2082 Broadlawn, a typical example of a Type 2 Deereville house

2025 Morningview, a Type 2 variation with an extended living room (var. A)

2077 Morningview, a Type 2 variation with an extended kitchen (var. B)

Type 3 is a 3-bedroom house with a hipped roof and corner windows at one front and one back corner. The layout of the house is generally rectangular (short side facing the street), with a slight L-shape created by a hipped-roof extension on one side of the front facade. This extension contains a dining room, which has a large picture window on its front-facing wall.

2098 Morningview, a typical Type 3 Deereville house, which notably retains the original steel windows that were used in all of the Deereville houses

Type 4 is a 3-bedroom house with an identical layout to Type 3, but with front-gabled roofs instead of hipped roofs on the house and the dining room extension; and with no corner windows.

2098 Avalon, a typical Type 4 Deereville house

Type 5 is a 2-bedroom house with a side-gabled roof. It has a symmetrical front facade, with one window on each side of a centered entryway.

2066 Avalon, a typical Type 5 Deereville house

Type 6 is a 2-bedroom house with a side-gabled roof and an extended living room on one side of the front facade. The extension has a front-facing gable and a picture window on its front wall. The main entry is on the inside wall of the extension, and has a covered porch with decorative trellis supports. (2074 Avalon)

2074 Avalon, a typical Type 6 Deereville house, which notably retains its original trellis porch supports

Type 7 is a 2-bedroom house with a side-gabled roof and an extended bedroom on one side of the front facade. The extension has a front-facing gable.

2079 Chaney, a typical Type 7 Deereville house

Vernon Carris Houses

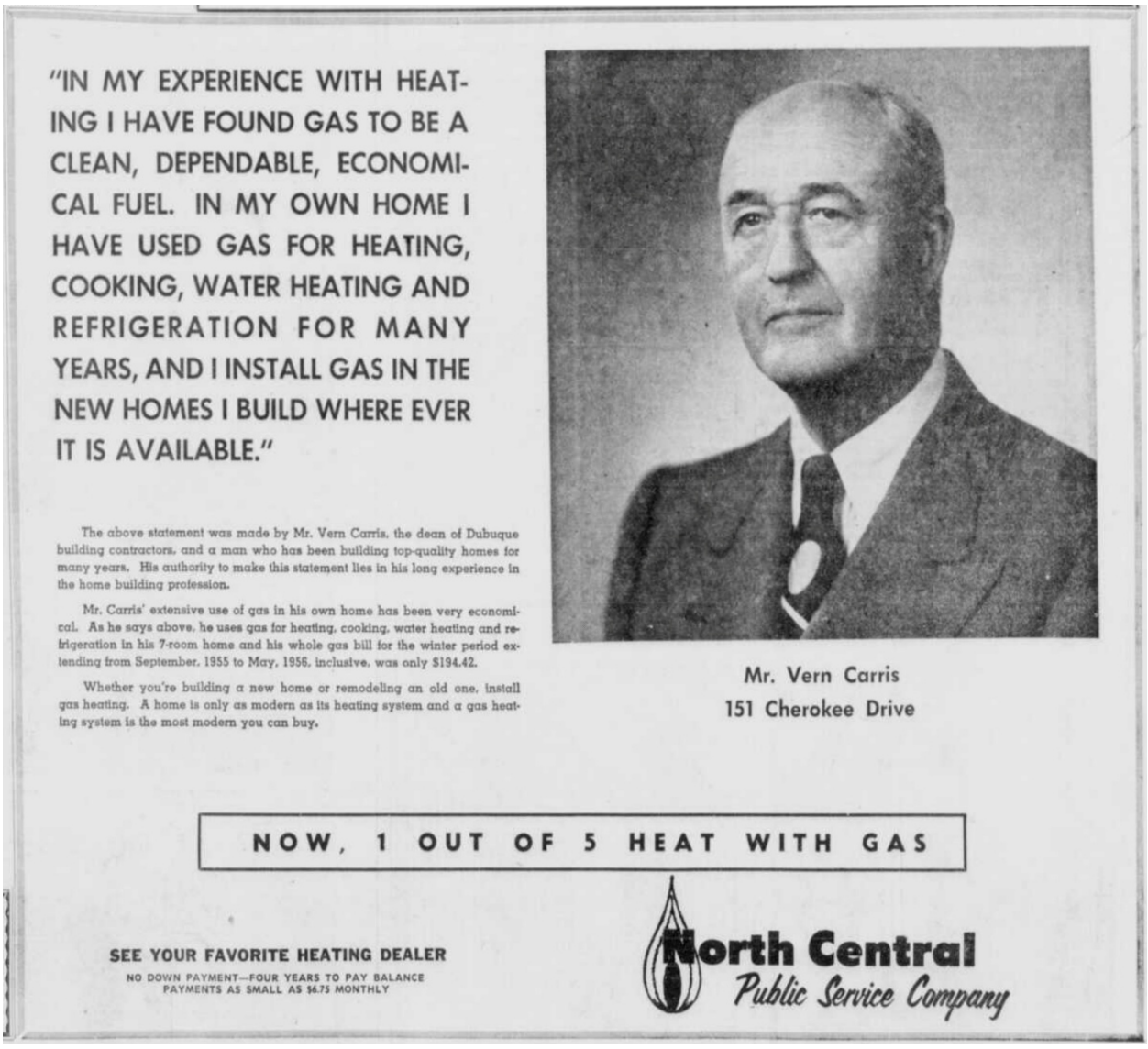
Many of the other Minimal Traditional houses in the Deereville Survey Area were developed around the same time as the John Deere houses. Vernon Carris, a contractor from Moline, Illinois, built twenty of the houses in the Survey Area between 1948 and 1951, first for the company Dubuque Homes, Inc., and later as a developer himself. Carris bought several lots in the Hillcrest Park subdivision in 1949, three of them directly from the Iowa Improvement Company (John Deere's housing development branch that was in charge of the Deereville development).

Carris, who moved to Dubuque in 1946, built houses throughout the city in the late 1940s and throughout the 1950s. Carris houses were typically small, usually single-story frame houses in a simple Minimal Traditional style. A good example is one of Carris's earliest Deereville houses: 2126 Broadlawn, for which he obtained a building permit in November of 1948. Three more houses for which Carris obtained building permits on that same day are 2130, 2144, and 2154 Morningview, which are rarer examples of one-and-a-half-story Carris houses.

2126 Broadlawn, constructed by Vernon Carris c. 1948-1949.

2154, 2144, and 2130 Morningview, constructed by Vernon Carris c. 1948-1949.
Source: Google, photographed July 2022

Elsewhere in Dubuque, as in Deereville, Carris often constructed several houses in an area simultaneously. In October 1951 he obtained building permits to construct three houses on Coates Street: 2215, 2225, and 2235 Coates.[47] In 1958, an advertisement showed a photo of a new home he had built at 1283 Blackhawk Drive.[48] This was one of his final projects, as Vernon Carris passed away in February 1959, at the age of 74.



Ad featuring Vernon Carris, Telegraph-Herald*, 7 Oct 1956, p. 34.*

Lustron house: One other notable Minimal Traditional house in the Deereville Survey Area is 2048 Avalon, one of only a handful of Lustron houses ever built in Dubuque. Lustron houses are prefabricated houses made of enameled steel panels that were produced for a very short time in the years after World War II. The homes, which had entirely enameled steel interiors as well as exteriors, down to the built-in vanities in the bedrooms, were meant to be affordable, low-maintenance housing for returning veterans and their families. However, the expense of production and difficulties in distribution caught up to the company quickly. Fewer than 3,000 Lustron houses were built between 1948 and 1950, before the company declared bankrupty and was forced to close. Today, Lustron houses are valued for their rarity and unique contribution to the history of post-WWII construction.

The house at 2048 Avalon is a very well-preserved example of a Dove Gray Lustron house. The house received its building permit in November of 1949, and its original occupants were George M. and Helen Kelley, workers at a local power plant and the Dubuque Packing Company, respectively, and their two sons.

2048 Avalon, the single Lustron house in the Deereville Survey Area

1930s-1970s: Ranch (10)

The ranch style was a west-coast residential style that developed in the 1930s, and later made its way across the rest of the country. It became the most popular style for new residences in the 1950s and 1960s. Ranch houses can be identified by their horizontal design: they are usually single-story, with built-in garages extending their facade. Larger ranches often have a wing at one end with a front gable. Picture windows and ribbon windows are common features in their design, as are iron porch supports and decorative shutters.

There are ten ranch houses found in the Deereville Survey Area, most of them built during or soon after the years of the planned development's construction, as extra lots were sold off by the Iowa Improvement Corporation. These houses were each built individually by their respective owners, and therefore vary in size, design, and material. One of the last houses built in the Deereville Survey Area is 2100 Ogilby, a brick ranch house that was constructed in 1962.

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Architectural Survey of Voelker Highlands (1916-1940)
Dubuque, Iowa

Historical Context

Introduction

The Voelker Highlands area of Dubuque is locally significant under Criterion A in the area of Community Planning and Development. It was developed as a real estate venture beginning in the late 1910s, a time of rising homeownership in Dubuque and throughout the United States. The Survey Area comprises 27 residences built by the Voelker Realty Company between 1916 and 1940. The company's founder, Christian Voelker, was known in Dubuque for producing a concrete block called "Peer-Amid Stone" that was used as the exterior material of several homes in the Voelker Highlands.

The period of significance for the Voelker Highlands Survey Area is 1916-1925, which spans the years of sustained development and promotion of the Voelker Highlands by Christian Voelker's realty company. The three houses constructed outside of this period were added to the neighborhood nearly two decades after its initial development had been completed, and were sold without the splashy advertisements the company had once used to promote the neighborhood.

Overview of Survey Area

The Voelker Highlands Survey Area comprises a portion of a residential neighborhood in the City of Dubuque. The neighborhood is on top of one of the city's hills, just west of downtown. It borders the property of Mount Pleasant Home, an independent living facility that began as a home for mothers and orphans in 1877; and it is a few blocks west of the campus of Loras College, another long-standing Dubuque institution.

Voelker Highlands Survey Area

The Survey Area consists of the majority of a short curving street, **Park Street;** and portions of two streets intersecting Park: the southern three-quarters of **Lawndale Street**, and four houses on the east side of **Mt. Pleasant Street**. All of the buildings in the Voelker Highlands Area are residential single-family homes. The topography of the Voelker Highlands Survey Area is gently sloped from a high point along Mt Pleasant downward to the east along Park; and downward from south to north along Lawndale.

Address	Style	Date	Contributing Resources
1220 Park	Bungalow	1917	Residence
1230 Park	No Style	1917	Residence
1245 Park	Craftsman	1919	Residence

1550 Mt Pleasant	No Style	1925 (1922?)	Residence
1556 Mt Pleasant	Bungalow	1919	Residence
1570 Mt Pleasant	No Style	1916	Residence
1586 Mt Pleasant	No Style	1916	Residence
1608 Lawndale	Craftsman	1916	Residence
1620 Lawndale	Craftsman	1916	Residence
1640 Lawndale	Minimal Traditional	c. 1937-1938	None
1645 Lawndale	Bungalow	1916	Residence
1652 Lawndale	No Style	1916	Residence
1661 Lawndale	Bungalow	By 1921	Residence
1685 Lawndale	Bungalow	1916	Residence
1686 Lawndale	No Style	c. 1919	None
1695 Lawndale	No Style	1916	None
1706 Lawndale	Craftsman	1916	Residence
1709 Lawndale	Bungalow	1916	Residence
1716 Lawndale	Minimal Traditional (Tudor Revival Cottage)	1939	None
1723 Lawndale	No Style	1916	Residence
1735 Lawndale	No Style	1916	Residence
1740 Lawndale	Cape Cod	1940	None
1747 Lawndale	Bungalow	1916	Residence
1760 Lawndale	No Style	1916	None
1765 Lawndale	Bungalow	1916	Residence
1772 Lawndale	No Style	1916	None
1787 Lawndale	Bungalow	1916	Residence

Overview of Architectural Styles

The Survey Area's most prevalent architectural types are bungalows and cottages, many in the Craftsman style that was popular during the 1910s and 20s. A number of the buildings have the bungalow form but without a defining style; in some cases, later alterations may have obscured the original style. The three houses in the development that were constructed in the late 1930s and in 1940 show the more minimal tastes of that time period, and would be categorized as revival or Minimal Traditional styles.

Colonial Revival (1880s-1940s)

The Colonial Revival style emerged after the 1876 Philadelphia Centennial Exhibition reawakened interest in the American Colonial period. The most common architectural features of Colonial Revival buildings include symmetrical building forms, hipped roofs, porches with columns, entry doors, porches with columns, entry doors with transoms, sidelights and elaborate surrounds and double-hung multi paned windows. The Colonial Revival style enjoyed a longer duration of popularity than any other style, lasting long into the 1950s. Colonial Revival details often find their way into other styles such as Ranch style homes.

One sub-style of the Colonial Revival architectural style is the Cape Cod style. The Cape Cod typically has a steeper pitched roof, side-gabled instead of hipped, and is often identifiable by its symmetrical front facade layout, with a central entryway and dormers. The single example of the Cape Cod style in the Voelker Highlands Survey Area is 1740 Lawndale St.

1740 Lawndale (Colonial Revival: Cape Cod)

Tudor Revival (1890s-1940s)

The Tudor Revival style enjoyed popularity in roughly the same period as the Colonial Revival style. Tudor Revival style homes emulated Medieval English examples of grand manor homes and thatched cottages. Tudor Revival homes are characterized by dominant front gables, half timbering, masonry walls, steeply pitched roofs, dominant chimneys and narrow casement windows, many with a diamond pane pattern. The single example of a home with a Tudor Revival feature in the Voelker Highlands Survey Area is 1716 Lawndale, which has a front entryway with a sweeping asymmetrical roofline.

1716 Lawndale (Tudor Revival)

Craftsman (1900s-1920s)

The Craftsman architectural style arose out of the 19th Century Arts and Crafts Movement. The Arts and Crafts movement was a reaction to the opulence of the Victorian Era and the mass production of the Industrial Revolution. The Craftsman style became popular when Gustav Stickley began publishing plans for homes in his magazine, *The Craftsman*, in 1901. A Craftsman home is typically characterized by simplicity of design and detailing, the exhibition of fine workmanship and the use of natural materials such as wood and stone. Craftsman homes are usually one story or one-and-a-half stories with shallow roofs, dormers and windows set in the gable end. A characteristic example of a Craftsman home in the Voelker Highlands Survey Area is 1245 Park.

1245 Park (Craftsman)

Minimal Traditional (1935-1950)

The Minimal Traditional style arose during the years of the Great Depression, when the need for economy resulted in the typical decorative elements seen in the preceding architectural styles being left off or simplified. The style was especially prevalent in the years following World War II, and was the prevailing style in planned developments such as Dubuque's Deereville. Minimal Traditional homes are typically small and single-story, with low-to-medium pitched roofs and little to no overhang in the eaves. Many have a front-facing gable. The single example of a Minimal Traditional home in the Voelker Highlands Survey Area is 1640 Lawndale.

1640 Lawndale (Minimal Traditional)

Voelker Highlands: Historical Setting and Developer

Dubuque in the 1910s

Dubuque is the oldest city in Iowa. Founded in 1833, after the conclusion of the Blackhawk War, and incorporated in 1837, Dubuque's favorable location on the Mississippi River helped it become a center for manufacturing industries such as mill working and boat building. The city saw a massive increase in its population during the second half of the nineteenth century, as the number of residents rose from around 3,000 in 1850 to over 36,000 in 1900. Much of the increase was due to the arrival of German and Irish immigrants who came for the city's manufacturing jobs.

The early twentieth century saw Dubuque reach a period of relative stability in its population, which stayed in the high 30,000s from 1900 until 1930. The city had come a long way in its development from its settlement days. By 1911, Dubuque's city directory listed a dozen public and twenty-one private schools, including four colleges; around 31 churches; ten theaters; two hospitals; a public library; and a natural history museum. Among the numerous manufacturers in operation in Dubuque at this time were producers of millwork (such as Carr Ryder & Adams Co. and Farley & Loetscher Mfg Co.); building materials (Key City Roofing Co.); plumbing and gas fittings (A.Y. McDonald Mfg. Co.); and meat products (the Dubuque Packing Co.).

An extensive electric streetcar system, built just after the turn of the century, made traveling throughout the city quick and convenient, and connected the bustling downtown with growing residential areas on the bluffs.

Residential Developments in the Early 1900s

Dubuque's development in the early 1900s aligned with trends seen in cities throughout the United States at that time. With industries booming, foreign immigrants and rural Americans alike began moving to the nation's urban areas, until more than half of the county's population lived in cities by 1920. Meanwhile, regularly-running public transportation systems made commuting possible, so that downtown workers could live farther from the city center and still easily travel to and from work. The combination of the need for increased housing for workers and the possibility of living further from downtown inspired enterprising real estate developers throughout the country to buy up empty tracts of land and create an entire neighborhood.

Part of the drive to build these houses came from ideas of healthy living at that time. Homeownership, especially in new developments where there was enough space for everyone to have some room separating them from their neighbors, was considered better for people than renting in a cramped and dirty city center. Moreover, homeowners were expected to be more invested in their community than itinerant renters. A homeowner would be "enthusiastic and a booster, and it is citizens of that caliber that make cities great."[54] Developers from the 1910s also argued the financial wisdom of investing in homeownership: first, by replacing wasteful monthly rental payments with equity-building mortgage payments; and second, by being able to profit from the resale of the house as it inevitably increased in value.

Christian Voelker

Christian Anton Voelker was born in 1850 in Hoekenheim, Baden-Württemberg, Germany.[1] When he was only four months old, his parents Leopold and Magdalena moved the family to the

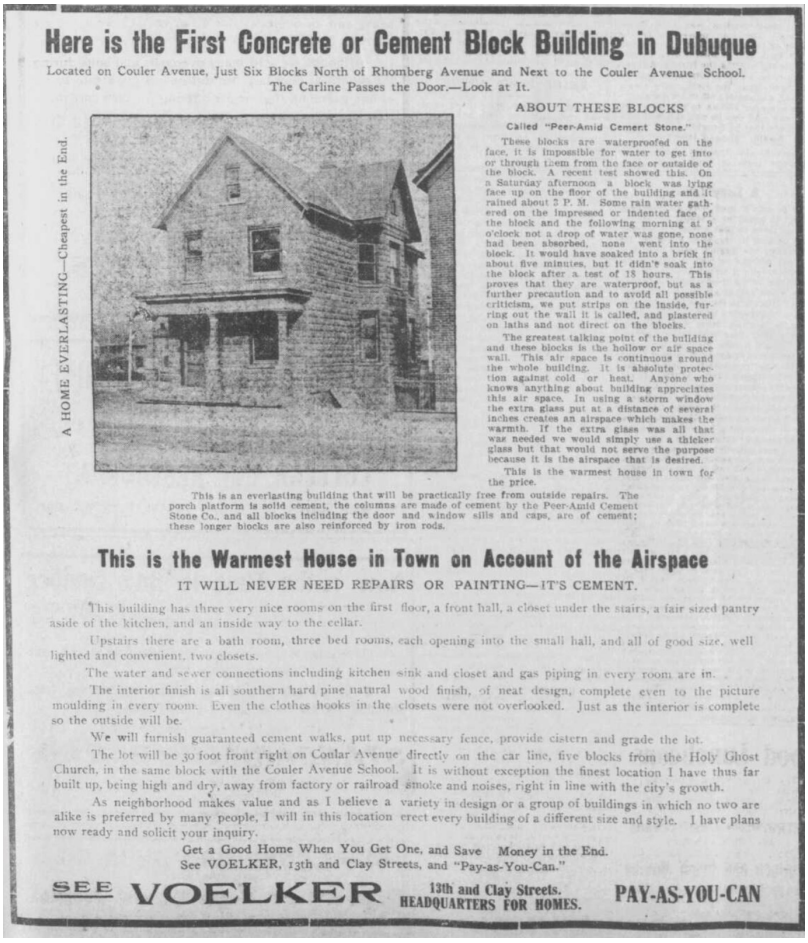
U.S., and settled in Dubuque, where Christian was raised.[2, 41] At the age of eleven he left school to work in a factory making chairs; at age eighteen he became foreman of the chair department.[50] After a decade in the factory, he left to establish his own dry goods and clothing store in 1873. That same year, he married Josephine Kolfenbach, with whom he would have five children, four surviving to adulthood.[41]

Voelker's dry goods business was successful, and in 1879 he built the Voelker Building to house it at 1300 Central. In 1890 Voelker started an insurance business and also began working in real estate development, and in 1892 he sold his dried goods company to focus on these new businesses, which remained headquartered at his building at 1300 Central.[41] Around 1907 Voelker began a new company to manufacture concrete blocks for construction, the Peer-Amid Cement Stone Co., which also had its office in the Voelker Building. In 1916 he incorporated his real estate business into the Voelker Realty Company,[42] and remained active in the business as its president until illness struck him in 1925. He died in August of that year, at the age of 74.[41] Voelker, who had been involved in numerous organizations in Dubuque, as well as having served as mayor for two years beginning in 1887, and as a member of the Iowa House of Representatives beginning in 1896, was remembered for his advocacy for workers, as a member of the Knights of Labor and the Democratic party.

Peer-Amid Stone and Voelker Realty Company

Telegraph-Herald, *19 Jan 1908, p. 4.*

Eight of the houses in the Voelker Highlands development were constructed with Peer-Amid stone, a locally manufactured concrete block with textured sides in imitation of rusticated ashlar. Peer-Amid Stone was first mentioned in the Telegraph-Herald in June 1907, in an ad seeking concrete workers by the Peer-Amid Stone Company at 27th and Pine Streets.[38] This company was either started by Christian Voelker, Sr., or else had very close ties to him. In 1909 the city directory gives two addresses for the Peer-Amid Cement Stone Company: a factory address at 3005 Pine Street, and an office address at 1300 Clay (Voelker's business address).[40]



Here is the First Concrete or Cement Block Building in Dubuque

Located on Couler Avenue, Just Six Blocks North of Rhomberg Avenue and Next to the Couler Avenue School. The Carline Passes the Door.—Look at It.

A HOME EVERLASTING—Cheapest in the End.

ABOUT THESE BLOCKS

Called "Peer-Amid Cement Stone."

These blocks are waterproofed on the face. It is impossible for water to get into or through them from the face or outside of the block. A recent test showed this. On a Saturday afternoon a block was lying face up on the floor of the building and it rained about 2 P. M. Some rain water gathered on the impressed or indented face of the block and the following morning at 9 o'clock not a drop of water was gone, none had been absorbed, none went into the block. It would have soaked into a brick in about five minutes, but it didn't soak into the block after a test of 18 hours. This proves that they are waterproof, but as a further precaution and to avoid all possible criticism, we put strips on the inside, furring out the wall it is called, and plastered on laths and not direct on the blocks.

The greatest talking point of the building and these blocks is the hollow or air space wall. This air space is continuous around the whole building. It is absolute protection against cold or heat. Anyone who knows anything about building appreciates this air space. In using a storm window the extra glass put at a distance of several inches creates an airspace which makes the warmth. If the extra glass was all that was needed we would simply use a thicker glass but that would not serve the purpose because it is the airspace that is desired.

This is the warmest house in town for the price.

This is an everlasting building that will be practically free from outside repairs. The porch platform is solid cement, the columns are made of cement by the Peer-Amid Cement Stone Co., and all blocks including the door and window sills and caps, are of cement; these longer blocks are also reinforced by iron rods.

This is the Warmest House in Town on Account of the Airspace

IT WILL NEVER NEED REPAIRS OR PAINTING—IT'S CEMENT.

This building has three very nice rooms on the first floor, a front hall, a closet under the stairs, a fair sized pantry aside of the kitchen, and an inside way to the cellar.

Upstairs there are a bath room, three bed rooms, each opening into the small hall, and all of good size, well lighted and convenient, two closets.

The water and sewer connections including kitchen sink and closet and gas piping in every room are in.

The interior finish is all southern hard pine natural wood finish, of neat design, complete even to the picture moulding in every room. Even the clothes hooks in the closets were not overlooked. Just as the interior is complete so the outside will be.

We will furnish guaranteed cement walks, put up necessary fence, provide cistern and grade the lot.

The lot will be 30 foot front right on Coular Avenue directly on the car line, five blocks from the Holy Ghost Church, in the same block with the Couler Avenue School. It is without exception the finest location I have thus far built up, being high and dry, away from factory or railroad smoke and noises, right in line with the city's growth.

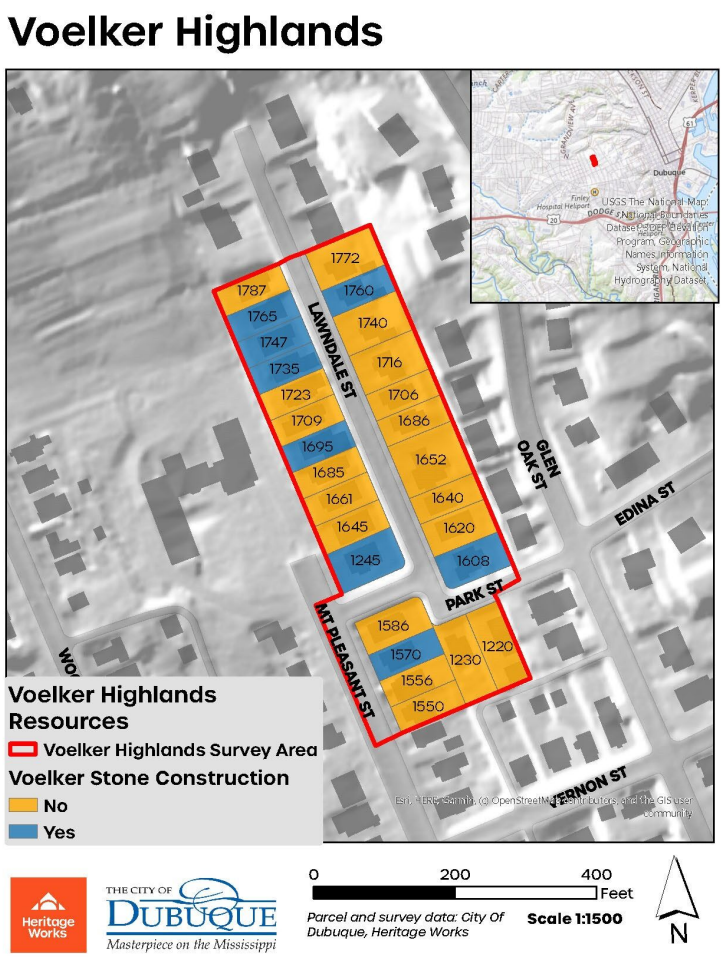
As neighborhood makes value and as I believe a variety in design or a group of buildings in which no two are alike is preferred by many people, I will in this location erect every building of a different size and style. I have plans now ready and solicit your inquiry.

Get a Good Home When You Get One, and Save Money in the End.
See VOELKER, 13th and Clay Streets, and "Pay-as-You-Can."

SEE VOELKER 13th and Clay Streets. HEADQUARTERS FOR HOMES. PAY-AS-YOU-CAN

Telegraph-Herald*, 18 Mar 1908, p 7.*

In July 1907, Christian Voelker was reported to be building the first two Peer-Amid stone houses in the city.[37] The first of these houses to be completed—Dubuque's first concrete block house—was 2578 Central Ave., in late 1907 or early 1908.[39] Voelker continued to use Peer-Amid stone prolifically in his construction, and advertisements for the Voelker Realty Company often included a section on the great benefits of the material. It was lauded for being “coolest in summer and the warmest in winter” because the way the blocks were laid created a continuous hollow wall around the entire building, acting like a storm window, and making the building “practically indestructible and free from repairs.”[37] The blocks were also waterproofed on their exterior faces.[39]



Houses in Voelker Highlands constructed out of Peer-Amid Stone

The Voelker Realty Company was incorporated in February 1916, with Chris Voelker, Sr. as President, his nephew Louis Kolfenbach as Vice-President, and his son Chris Voelker, Jr. as Secretary and Treasurer.[42] The first major project undertaken by the new company was the development of the Voelker Highlands neighborhood: ads appearing as early as June 1916 describe the project.[6]

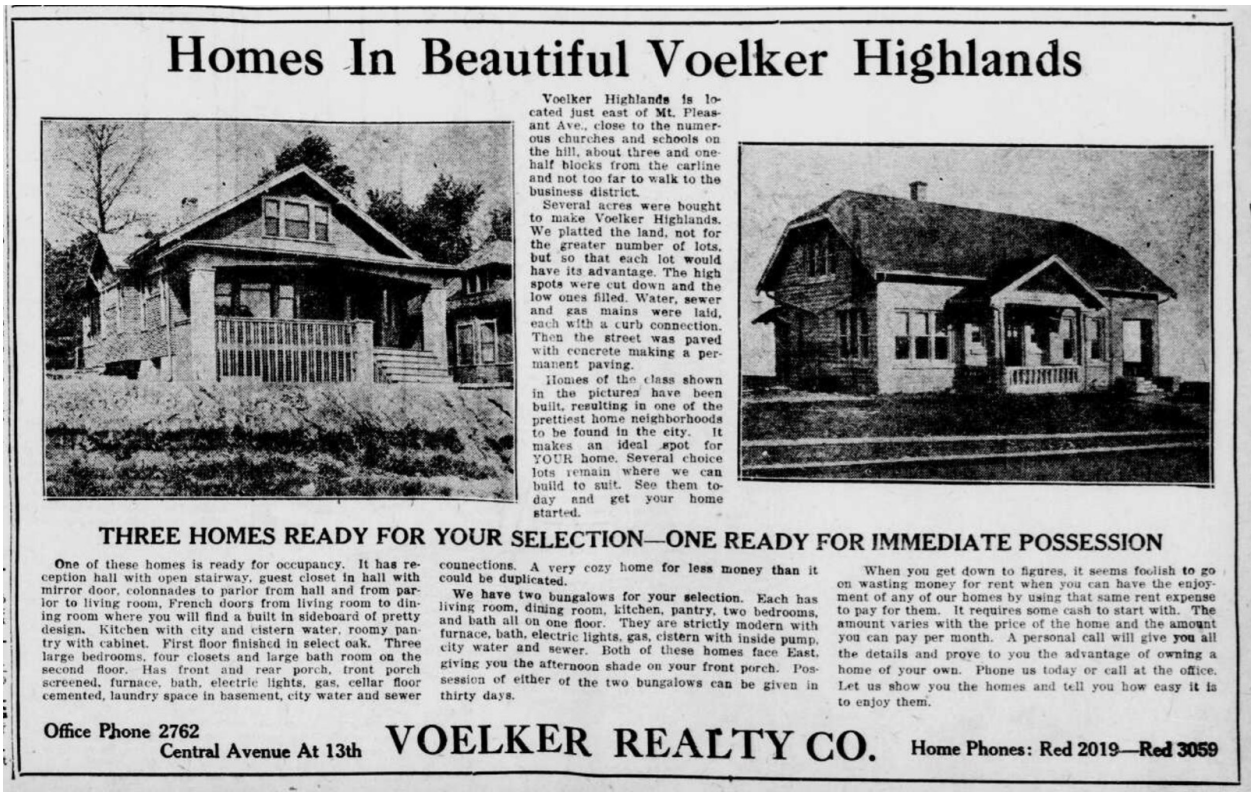
Homes Like This in Voelker Highlands

As that beautiful new home neighborhood develops you will see home after home of this class built. Lot after lot will be improved until the story is completed, "another Voelker neighborhood has increased greatly in value." That is where your opportunity comes in. You can make your selection NOW and make this profit for yourself. You not only get your choice of locations but YOU GET PAID FOR DOING IT. Remember that it is the forehanded man who has the most money. Get yours by starting NOW.

Voelker Highlands is one of the best located home spots in the city. It lies betwen Mt. Pleasant Ave. and North Glen Oak Ave., and is but about four blocks to the carline and a very easy walk to the down district. Churches and schools are also within a few blocks.

Besides this beautiful spot with its natural advantages we have several other choice neighborhoods that are now being developed.

1220 Park (or a model for 1220 Park). Source: Telegraph-Herald*, 18 Jun 1916, p. 19.*



Homes In Beautiful Voelker Highlands

Voelker Highlands is located just east of Mt. Pleasant Ave., close to the numerous churches and schools on the hill, about three and one-half blocks from the carline and not too far to walk to the business district.

Several acres were bought to make Voelker Highlands. We platted the land, not for the greater number of lots, but so that each lot would have its advantage. The high spots were cut down and the low ones filled. Water, sewer and gas mains were laid, each with a curb connection. Then the street was paved with concrete making a permanent paving.

Homes of the class shown in the pictures have been built, resulting in one of the prettiest home neighborhoods to be found in the city. It makes an ideal spot for YOUR home. Several choice lots remain where we can build to suit. See them today and get your home started.

THREE HOMES READY FOR YOUR SELECTION—ONE READY FOR IMMEDIATE POSSESSION

One of these homes is ready for occupancy. It has reception hall with open stairway, guest closet in hall with mirror door, colonnades to parlor from hall and from parlor to living room, French doors from living room to dining room where you will find a built in sideboard of pretty design. Kitchen with city and cistern water, roomy pantry with cabinet. First floor finished in select oak. Three large bedrooms, four closets and large bath room on the second floor. Has front and rear porch, front porch screened, furnace, bath, electric lights, gas, cellar floor cemented, laundry space in basement, city water and sewer connections. A very cozy home for less money than it could be duplicated.

We have two bungalows for your selection. Each has living room, dining room, kitchen, pantry, two bedrooms, and bath all on one floor. They are strictly modern with furnace, bath, electric lights, gas, cistern with inside pump, city water and sewer. Both of these homes face East, giving you the afternoon shade on your front porch. Possession of either of the two bungalows can be given in thirty days.

When you get down to figures, it seems foolish to go on wasting money for rent when you can have the enjoyment of any of our homes by using that same rent expense to pay for them. It requires some cash to start with. The amount varies with the price of the home and the amount you can pay per month. A personal call will give you all the details and prove to you the advantage of owning a home of your own. Phone us today or call at the office. Let us show you the homes and tell you how easy it is to enjoy them.

Office Phone 2762
Central Avenue At 13th

VOELKER REALTY CO.

Home Phones: Red 2019—Red 3059

1645 Lawndale (left) and 1245 Park (right). Source: Telegraph-Herald*, 16 Jul 1922, p. 23.*

The company advertised aggressively, with regular campaigns of large, splashy ads appearing weekly in both of Dubuque's newspapers. These reveal a great deal about the company's methods and philosophy. Voelker Highlands was regularly featured as the subject of the ads.

As developers with "experience of years," the company argued that it could create an entire neighborhood that was attractive to live in, and each house a valuable investment for resale. Through their "strict supervision" of the entire process, from the grading of the lots through the interior finishes, Voelker Realty Co. could ensure not only the quality and attractiveness of the buyer's home, but also the consistency of its surrounding homes with it, a guarantee which the company pointed out could not be found in "non-descript" neighborhoods where each owner built individually.[8] They clarified that the houses in Voelker Highlands would not be identical, however, and buyers could choose from hundreds of designs available in the company's office.[6, 20]

The financial benefit for the buyer was another common point Voelker's ads emphasized. By buying materials on a large scale and utilizing their connections with the best and most efficient subcontractors in every field, Voelker Realty Co. could produce houses at a lower cost than a homeowner building for themselves, allowing the company to produce "strictly modern homes" at a "moderate price."[12, 29] The consistent attractiveness of the neighborhood would ensure the houses could later be sold at a profit, the company asserted.

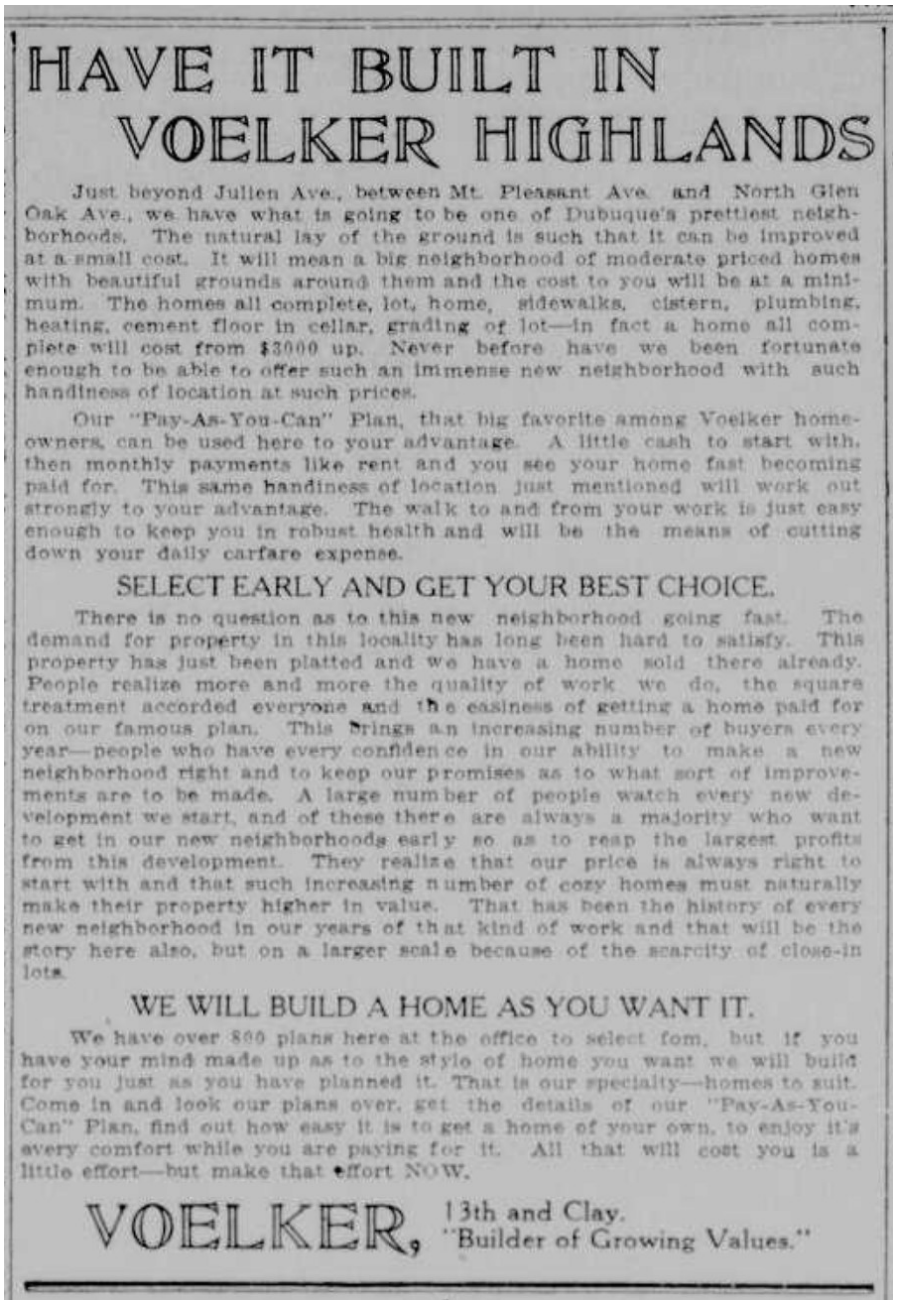
Voelker ads also very frequently made the argument that monthly rental payments would be put to much better use as investments in homeownership. The company even offered a payment plan, touted as the first of its kind in the western United States, which they called the "Pay-As-You-Can-Plan." A typical example of the plan published in some ads was a $500 downpayment, and $30 monthly payments.[16]

After the death of Christian Voelker, Sr. in 1925, the business was run by his son Christian Voelker, Jr. for the next thirty-one years. Two of Chris Jr.'s sons, Joseph and Thomas, joined the business, likely in the mid-1950s, and ran it together after their father's death in 1956. Joe retired as president of the company after 35 years, probably in the late 1980s.[53] Tom was still running Voelker Realty in 1991.[52]

Development of Voelker Highlands

Voelker Highlands Survey Area, with house numbers

The Voelker Highlands development is located on three streets—Mt. Pleasant Street, Park Street, and Lawndale Street—on top of one of the city's hills, near Loras Boulevard and Alta Vista Street. Mt Pleasant Street existed prior to the construction of the Voelker Highlands development, spanning several blocks with houses along either side, and some undeveloped land and the Home for the Friendless (now Pleasant Home) at its north end. Park Street (originally called Park Way Avenue) and Lawndale Street (originally Lawndale Avenue) were created for the Voelker Highlands when the development was begun in 1916.



HAVE IT BUILT IN VOELKER HIGHLANDS

Just beyond Julien Ave., between Mt. Pleasant Ave. and North Glen Oak Ave., we have what is going to be one of Dubuque's prettiest neighborhoods. The natural lay of the ground is such that it can be improved at a small cost. It will mean a big neighborhood of moderate priced homes with beautiful grounds around them and the cost to you will be at a minimum. The homes all complete, lot, home, sidewalks, cistern, plumbing, heating, cement floor in cellar, grading of lot—in fact a home all complete will cost from $3000 up. Never before have we been fortunate enough to be able to offer such an immense new neighborhood with such handiness of location at such prices.

Our "Pay-As-You-Can" Plan, that big favorite among Voelker homeowners, can be used here to your advantage. A little cash to start with, then monthly payments like rent and you see your home fast becoming paid for. This same handiness of location just mentioned will work out strongly to your advantage. The walk to and from your work is just easy enough to keep you in robust health and will be the means of cutting down your daily carfare expense.

SELECT EARLY AND GET YOUR BEST CHOICE.

There is no question as to this new neighborhood going fast. The demand for property in this locality has long been hard to satisfy. This property has just been platted and we have a home sold there already. People realize more and more the quality of work we do, the square treatment accorded everyone and the easiness of getting a home paid for on our famous plan. This brings an increasing number of buyers every year—people who have every confidence in our ability to make a new neighborhood right and to keep our promises as to what sort of improvements are to be made. A large number of people watch every new development we start, and of these there are always a majority who want to get in our new neighborhoods early so as to reap the largest profits from this development. They realize that our price is always right to start with and that such increasing number of cozy homes must naturally make their property higher in value. That has been the history of every new neighborhood in our years of that kind of work and that will be the story here also, but on a larger scale because of the scarcity of close-in lots.

WE WILL BUILD A HOME AS YOU WANT IT.

We have over 800 plans here at the office to select fom, but if you have your mind made up as to the style of home you want we will build for you just as you have planned it. That is our specialty—homes to suit. Come in and look our plans over, get the details of our "Pay-As-You-Can" Plan, find out how easy it is to get a home of your own, to enjoy it's every comfort while you are paying for it. All that will cost you is a little effort—but make that effort NOW.

VOELKER, 13th and Clay.
"Builder of Growing Values."

Daily Times-Journal*, 10 Jun 1916, p. 7.*

A real estate transfer was recorded in the Telegraph-Herald on June 9, 1916, of Lots 4 and 5 of mineral lot 183, from J.J Nagle and his wife to Voelker Realty Co. This is likely the land purchased for the Voelker Highlands.[43] The following day, Voelker published an ad in the Times-Journal: “Have It Built In Voelker Highlands,” identifying their plans for a beautiful, affordable neighborhood, within walking distance of downtown jobs.[6] The ad states that the neighborhood has just been platted, and one home sold already.[6] The plat, containing seventy-four lots, was filed with the county recorder on June 20, 1916.[44]

In late August of that year, Voelker Realty Co. petitioned the city council for sewer construction in Park Way and Lawndale Avenue.[7] By mid-November, an ad for the company states that

“water, sewer, gas and electric service have been put in. The street will be improved next spring.”[10] Although the paving of Lawndale would not be completed until the following summer, the company did not delay in constructing the houses: two building permits for homes were given for Voelker Highlands in February 1917.[11] These were for:

> 1586 Mt Pleasant: “Frame cottage of 8 rooms, all modern, oak finish, on east side of Mt. Pleasant Ave., corner of Park way 22x46, on lot 4 Voelker Highlands, approx. Value $3500.”
>
> 1695 Lawndale: “Bungalow of Peer-Amid cement stone, 6 rooms, modern, 22x46, on west side of Lawndale Ave., on lot 9, Voelker Highlands, value $3000.”

About a month later, one of the company’s ads states that “you can see seven homes started, most of these nearly finished.”[14] In mid-May, another completed home in the neighborhood is described:

> “A brand new bungalow home in that pretty new addition, Voelker Highlands. It has six rooms and bath, strictly modern, and the reception hall, living room and dining room are finished in oak. ‘Pay-As-YouCan' [sic] terms make it easy to own this one.”[15]

An ad the following week divulges the “Pay-As-You-Can" terms for this house: “$500 in cash and $30 a month.”[16]

By late July 1917, there were eight houses completed or under construction in the development (“We have been selling them as fast as we build them, most of them built to order.”), the electric wires had been strung, and the grading of lots and paving of Lawndale were still under way.[22] In October, a completed house for sale was described in an ad:

> “It has five rooms and bath all on one floor (one of them a convertible sun-parlor and bed room). It has electric light, gas, cistern, water, sewer, furnace, in fact, modern in every detail.”

The ad went on to state: “Two more homes of classy design are under construction, each of them having six rooms and bath.”[23]

Similar advertisements detailing recently completed houses for sale continued to be published every few months throughout 1917 and 1918. In April 1919, the company printed a large ad stating that fourteen homes had been built: twelve were sold and occupied, and two were under construction and available for purchase.[30] In late May, they advertised what was likely one of these new houses: a “brand new home” in the neighborhood, built of white “Peer-Amid” blocks, with casement windows and a large attic.[32] Less than a week later, it was announced that the company had received permits for five new homes in the “rapidly growing” neighborhood:

> “The district has grown to popularity within the past few months and it is developing into an exclusive bungalow and cottage neighborhood...”[33]

The houses being developed were:

> 1723 Lawndale: “On lot 11 Voelker Highlands, modern frame bungalow, 26x36, $4,000.00”

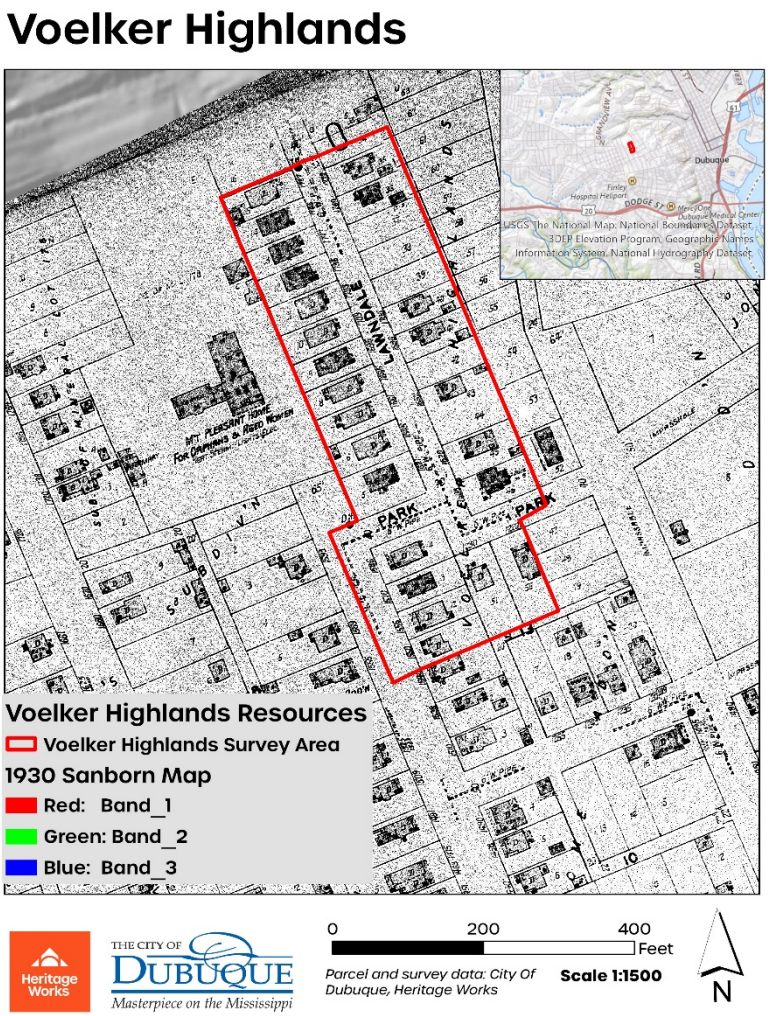
1747 Lawndale: “On lot 13, Voelker Highlands, bungalow of White Peer-Amid stone, six rooms, all modern, $4,500.00”

1772 Lawndale: “On lot 35 Voelker Highlands, 7 room modern frame residence, $4,500.00”

1686 Lawndale: “On lot 41, Voelker Highland, 7 room residence, $4,600.00”

1787 Lawndale: “A six room bungalow on lot 15, Voelker Highlands, $3,600.00”[33]

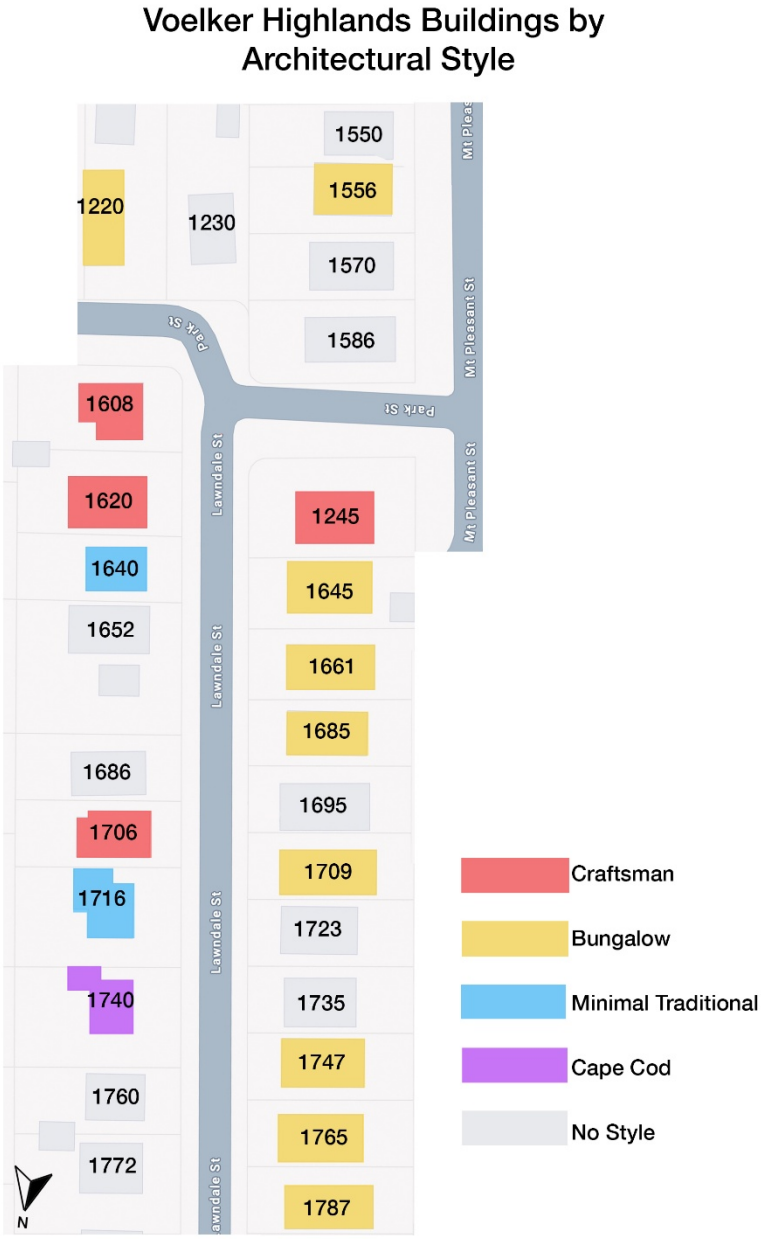
A few more houses were added over the next few years, so that by the end of July 1922, there were 24 completed homes in Voelker Highlands. The company advertised that only a few lots remained.[36]



Sanborn Fire Insurance map of Voelker Highlands in 1930

The construction in the neighborhood stopped at this point, however, for more than a decade. It wasn't until the late 1930s that two new houses appeared: 1640 Lawndale on Lot 44 and 1716 Lawndale on Lot 39; and in 1940, the developed area of Voelker Highlands was completed with 1740 Lawndale on Lot 37. Each of these homes was owner-occupied.

Voelker Highlands Architectural Styles



1910s-1920s: Craftsman and Bungalow

Craftsman: *1245 Park;*
1608, 1620, and 1706 Lawndale

Bungalow: *1220 Park;*
1556 Mt Pleasant;
1645, 1661, 1685, 1709, 1747, and 1765 Lawndale

The Craftsman architectural style in the United States developed out of the nineteenth-century Arts and Crafts movement. The Arts and Crafts movement, which arose in the United Kingdom, emphasized handmade work and truth to materials, as a reaction to the opulence of the Victorian Era and the mass production of the Industrial Revolution. The architecture and interior decoration coming from the Arts and Crafts movement was often rustic, and sometimes left unfinished, to allow the beauty of the natural materials to be seen.

In the United States, the principles of the Arts and Crafts movement were popularized among the American public through Gustav Stickley's magazine *The Craftsman*, (published beginning in 1901), which featured plans for homes in the style that came to be known as Craftsman. A Craftsman home is typically characterized by simplicity of design and detailing, the exhibition of fine workmanship and the use of natural materials such as wood and stone. Craftsman homes are usually one story or one-and-a-half stories with shallow roofs, dormers and windows set in the gable end. An excellent example of a Craftsman house in Voelker Highlands is 1245 Park, one of the first houses built in the development. The house still displays its Peer-amid exterior, along with stone sills and lintels on most of its windows. Its roofline is a distinctive shape often seen in Craftsman houses, called a jerkinhead, or clipped gable. Its deep eaves are also a characteristic Craftsman feature.

One of the most iconic and widely-used examples of Craftsman house, the bungalow, had its American beginning in California in the late 1800s, as a high-style adaptation of Indian and British colonial architecture. Before long the type was simplified and spread across the country as an affordable house for the working class in the 1910s through 1930s. The homes generally are small-to-medium size, and either one story, or with an additional half-story in the roof level. The roof is sometimes hipped, but often side-gabled, with a distinctive front-facing dormer. The roof often extends past the front of the house to form an open porch.

The houses built in the Voelker Highlands development were intended to be "strictly modern" and attractive while "moderately priced." Many of the houses built in the 1910s and 1920s, were therefore designed in the popular bungalow form, as either one-story or one-and-a-half-story "cottages" that exhibit typical bungalow features. One notable example is 1220 Park, which has an open front porch created by the roof's overhang, an asymmetrical layout of the front door and windows, and dormers adding a half-story of living space in the attic level. Several of the vernacular/"no style" houses in the Voelker Highlands share some of these features, or have been altered from this or a similar original design.

<u>1910s-1920s: No Style</u>
1230 Park;
1550, 1570, and 1586 Mt Pleasant;
1652, 1686, 1695, 1723, 1735, 1760 and 1772 Lawndale

<u>1930s-1940: Minimal Traditional, Tudor Cottage, and Cape Cod</u>
Minimal Traditional: 1640 Lawndale
Minimal Traditional (Tudor Cottage): 1716 Lawndale
Cape Cod: 1740 Lawndale

In the 1930s, the Great Depression made economy a primary concern in house design. Small, single-story houses with traditional forms but pared-down decorative elements dominated the middle-class housing developments of this era. Many of the Minimal Traditional houses had elements of the Tudor Revival style that preceded this time, such as a prominent chimney and a front-facing gable at or near the main entryway. The roofline had a more moderate pitch, however, and little to no overhang of eaves. Minimal Traditional houses could be made of a variety of materials: brick, stone and wood siding were used, sometimes together.

Most of the Voelker Highlands homes had been built in the late 1910s and early 1920s. After 1922, there was a pause in construction in the development until the end of the 1930s, when the three final Voelker Highlands houses were built: first 1640 Lawndale, then 1716 Lawndale, and finally in 1940, 1740 Lawndale. Each of these is in a Minimal Traditional style, though 1640 Lawndale is the most purely minimal, while the other two have elements that nod at traditional styles in their front facade. 1716 Lawndale has a Tudor-style sweeping asymmetrical gable on its entryway; and 1740 Lawndale has a Cape Cod look with a symmetrical front facade that includes two small dormers.

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 14.

ITEM TITLE:	Tow Contract Award FY2026-FY2028
SUMMARY:	City Manager recommending City Council approval of the FY 2026-FY2028 City of Dubuque Tow Contract being awarded to Wenzel Towing, 3197 Hughes Ct., Dubuque, Iowa, as recommended by the City of Dubuque Tow Contract Awards Committee.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo Tow Contract Award 061025
3. Committee Recommendation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Tow Contract Award FY2026-FY2028

DATE: June 10, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the FY 2026-FY2028 City of Dubuque Tow Contract being awarded to Wenzel Towing, 3197 Hughes Ct., Dubuque, Iowa, as recommended by the City of Dubuque Tow Contract Awards Committee.

A committee consisting of City staff members was assembled to review the submitted request for proposals and recommend the awarding of the contract. The committee members included Travis Kramer and Brandon Bauer from the Dubuque Police Department; Travis Schrobilgen from Planning & Zoning; Brian Wulfekuhle from Operations & Maintenance; Tony Breitbach from Finance; and Kevin Esser from the Fire Department. The committee was tasked with evaluating the RFP's, pricing, facilities, and equipment of the tow companies and to make a recommendation.

As part of the bid process for the FY2026-FY2028 City of Dubuque Towing contract, Requests for Proposals (RFP) were placed on the City website on April 28, 2025, with a bid submittal deadline May 22, 2025. Contract proposals were received from Biedler's Towing of Dubuque and Wenzel Towing of Dubuque.

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

SUBJECT: Tow Contract Award FY2026-FY2028

DATE: June 10, 2025

INTRODUCTION

The City of Dubuque Towing Contract Awards Committee has completed its review of the submitted request for proposals (RFP) for the FY2026 -FY2028 City of Dubuque Towing Contract. Based upon their findings, the committee is recommending the contract to be awarded to Wenzel Towing, 3197 Hughes Ct., Dubuque, Iowa.

BACKGROUND

As part of the bid process for the FY2026-FY2028 City of Dubuque Towing contract, Requests for Proposals (RFP) were placed on the City website on April 28, 2025, with a bid submittal deadline May 22, 2025. Contract proposals were received from Biedler's Towing of Dubuque and Wenzel Towing of Dubuque.

A committee consisting of City staff members was assembled to review the submitted request for proposals and recommend the awarding of the contract. The committee members included Travis Kramer and Brandon Bauer from the Dubuque Police Department; Travis Schrobilgen from Planning & Zoning; Brian Wulfekuhle from Operations & Maintenance; Tony Breitbach from Finance; and Kevin Esser from the Fire Department. The committee was tasked with evaluating the RFP's, pricing, facilities, and equipment of the tow companies and to make a recommendation. Attached is that recommendation.

Wenzel's Towing currently holds the current tow contract for the City of Dubuque. There have been no complaints from City staff. Additionally, there have been no complaints from the public or companies (not counting competitors). The only complaints have come from competitors as to the fairness of receiving tows (request that we move away from the contract), excessive pricing (I have not received any

evidence of this), stealing of gas from vehicles (again no evidence), and general civility between competitors (complaints about confrontations with each other and videoing each other).

RECOMMENDATION

After consideration and review, the Towing Awards Committee recommended Wenzel Towing, 3197 Hughes Ct., Dubuque for the FY 2026-FY2028 City of Dubuque Towing Contract. I concur with their recommendation.

ACTION REQUESTED

City Manager review and approval; and City Council consideration and approval of the FY 2026-FY2028 City of Dubuque Tow Contract being awarded to Wenzel Towing, 3197 Hughes Ct., Dubuque, Iowa, as recommended by the City of Dubuque Tow Contract Awards Committee.

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

Date: June 10, 2025
To: Chief Jeremy Jensen
From: Cpl. Travis Kramer
Re: Tow Contract Recommendation

In accordance with the "Vehicle Towing Services" Request For Proposal, dated April 28, 2025, an evaluation committee was established to review and evaluate the proposals received. The committee members were Brandon Bauer (DPD Patrol Captain), Tony Breitbach (Finance Dept.), Kevin Esser (Fire Dept.), Travis Kramer (DPD Property & Evidence Coordinator), Travis Schrobilgen (Planning Dept.), and Brian Wulfekuhle (Public Works Dept.).

On June 5, 2025, the committee conducted on-site reviews at Wenzel Towing and Beidler Towing, the two submissions received. Each bidder was evaluated according to the evaluation criteria outlined in the RFP. Beidler Towing received 251 points and Wenzel Towing received 274 points out of a maximum of 300 points. However, not all criteria were scored by each committee member, so the adjusted maximum was 275 points.

Both businesses met the RFP minimum in many areas, but other aspects of the on-site reviews were hard to quantify within the terms of the RFP. The first visit was scheduled at Wenzel Towing, where the committee saw a full display of not only the vehicles available, but other equipment needed for complex situations and scene management, including air bags to help upright flipped vehicles, a digital message board, and even something as simple as extra fuel and oil dry. Wenzel Towing representative talked about EV storage concerns and presented a photo of EV bunkers that are planned for construction and a special storge container that is on order. These forward-thinking concepts far exceed the minimums set forth in the RFP, as does the proposal by Wenzel Towing to collect fees for the City of Dubuque, even offering the suggestion of installing a kiosk in their lobby to allow customers to pay outstanding parking tickets online.

The second visit was to Beidler Towing, where the company's vehicles and buildings were also available for viewing. However, the committee didn't get to see everything. The representative pointed to a trailer and noted it contained equipment for miscellaneous situations, such as a variety of cables and straps, etc. The trailer was backed in against a building and contents not available for review and full consideration. When asked about EV fires by Kevin Esser, the representative of Beidler questioned the validity of electric vehicles starting on fire in storage, stating he's never had that happen.

Overall, rather than taking the opportunity to present Beidler Towing in the most positive light, the committee heard several comments that were simply directed against the competition.

After both on-site visits, the committee met at the DLEC to discuss the proposals and site visits. The committee's unanimous consensus was to recommend Wenzel Towing be selected for the Towing Services contract.

Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 15.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	McDermott Excavating for the Creek Crossing Restoration - Radford Road; Westphal & Company, Inc. for the Water Utility SCADA Upgrade Change Order No. 1.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Water Utility SCADA Upgrade Project Change Order No 1 (36)
2. McDermott Excavating - Creek Crossing

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

May 8, 2025

CHANGE ORDER NO. 1

PROJECT:	Water Utility SCADA Upgrade
OWNER:	City of Dubuque
CONTRACT:	IDNR SRF #FS-31-23-DWSRF-080
CONTRACTOR:	Westphal & Company, Inc.

Description of Change

1a	Remove APC external battery pack.	(DEDUCT)	($2,300)
1b	Cost escalation due to contract finalization delays.	ADD	$25,107
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	$22,807

Contract Price Adjustment

Original Contract Price	$1,345,500
Previous Change Order Adjustments	$0
Adjustment in Contract Price this Change Order	$22,807
Current Contract Price including this Change Order	$1,368,307

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	June 30, 2026
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	June 30, 2026

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	September 30, 2026
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	September 30, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

ENGINEER–Strand Associates, Inc.® — Date: 5/8/2025

APPROVED

CONTRACTOR–Westphal & Company, Inc. — Date: 5/8/2025

APPROVED

OWNER–City of Dubuque, Iowa — Date: 5/28/25

City of Dubuque
Water Department
925 Kerper Court
Dubuque, IA 52001
(563) 589-4292

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

McDermott Excavating (Vendor) of the City of
(Vendor Name)

Dubuque, Iowa .
(Vendor Address - City and State)

PROJECT TITLE: CREEK CROSSING RESTORATION - RADFORD ROAD

City of Dubuque, Dubuque County, Iowa

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):

Restore the south bank of the Middle Fork Catfish Creek located north of Radford Road and south of the Chicago Central & Pacific Railroad. The bank is to be restored at the location directly above the existing watermain to prevent further erosion and risk the exposure or undermining of the watermain. The creek bank is to be graded to a maximum 2:1 slope upon which rip rap shall then be placed. Clearing and grubbing is expected to be able to access the creek bank. Coordination with Canadian National Railway will be the responsibility of the Contractor as the project limits encroach into the railroad right-of-way. All work to be per the construction drawings titled “Creek Crossing Restoration - Radford Road” consisting of 4 sheets and dated 3/12/25 and City of Dubuque Water Distribution Division Standards and Specifications 2023 Edition for Water Mains and Appurtenances.

The work described above shall be completed at the following location: City and Railroad right-of-way areas as shown in drawings (adjacent address; 1090 Radford Road).

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Construction Documents and Notice to Bidders which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall complete the Project under this Contract on or before September 30, 2025.

7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.

9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.

11. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation,

Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT (Base Bid) $ 18,650.00

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF 20% OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 5/30/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

McDermott Exavating
Company Name

By: Jason C. McDermott 5/13/25
Signature — Date

Jason C. McDermott
Printed Name

Supervisor
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: Jason C. McDermott 5/13/25
Signature — Date

Jason C. McDermott
Printed Name

Supervisor
Title

The following Special Conditions shall apply to this Project:

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
INSURANCE PROVISIONS

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, McDermott Excavating, as Principal (hereinafter the "Contractor" or "Principal") and West Bend Insurance Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of seventy-six thousand, seven hundred eighty three dollars ($18,650.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 14th day of April, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for Creek Crossing Restoration - Radford Road Project detail the following described improvements:

Restore the south bank of the Middle Fork Catfish Creek located north of Radford Road and south of the Chicago Central & Pacific Railroad. The bank is to be restored at the location directly above the existing watermain to prevent further erosion and risk the exposure or undermining of the watermain. The creek bank is to be graded to a maximum 2:1 slope upon which rip rap shall then be placed. Clearing and grubbing is expected to be able to access the creek bank. Coordination with Canadian National Railway will be the responsibility of the Contractor as the project limits encroach into the railroad right-of-way. All work to be per the construction drawings titled "Creek Crossing Restoration - Radford Road" consisting of 4 sheets and dated 3/12/25 and City of Dubuque Water Distribution Division Standards and Specifications 2023 Edition for Water Mains and Appurtenances.

The work described above shall be completed at the following location: City and Railroad right-of-way areas as shown in drawings (adjacent address; 1090 Radford Road).

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its

subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

   Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 4281000016

Witness our hands, in triplicate, this 14th day of April, 2025.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

MDE LLC dba McDermott Excavating
Contractor

By: Jason C. McDermott
Signature

Jason C. McDermott
Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

West Bend Insurance Company
Surety Company

By: Hannah Kuhse
Signature Attorney-in-Fact Officer

Hannah Kuhse
Printed Name of Attorney-in-Fact Officer

TRICOR Insurance
Company Name

600 Star Brewery Dr, Suite 110
Company Address

Dubuque, IA 52001
City, State, Zip Code

(563) 556-5441
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

COPY

WEST BEND®

Bond No. 2646179

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Hannah Kuhse

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

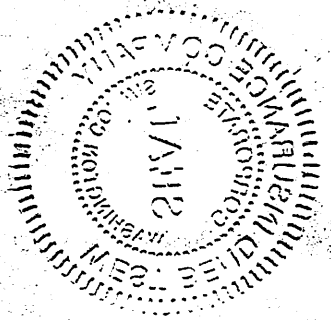
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14th day of April, 2025.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



INSURANCE PROVISIONS

SECTION 00700

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

Insurance Schedule F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

Class B:

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

City of Dubuque Insurance Requirements for General, Artisan or Trade

Insurance Schedule B

INSTRUCTIONS FOR INSURANCE SUBMITTAL:

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Finance Director. The certificate must clearly indicate the project number, project name, or project description for which it is being provided
   For Example:
   Project #_____or
   Project name:_____ or
   Project Location at_____ or
   construction of_____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _Water_____ Department of the City of Dubuque.

4. Failure to provide the coverage described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements to various policies shall be attached to the certificate of insurance.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limit of liability are higher than the required minimum limit then the contractor's limit shall be this agreement's required limit.

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or business owners form BP 0002, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include endorsement to preserve Governmental Immunity. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 2037 during the term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

- Policy shall include Waiver of Right to Recover from Others endorsement.
- Coverage B limits shall be greater if required by the umbrella/excess insurer.
- Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

D) UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein.

All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing excavation work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY

Coverage required:_____yes ___X____no

Pollution Liability coverage shall be required if project involves any pollution exposures for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) as stated in A(6) above or its equivalent.
3) Include Preservation of Governmental Immunity Endorsement
4) Provide evidence of coverage for 5 years after completion of project.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required:____X____yes_____no

Any contract for construction or demolition work on or within Fifty feet (50') from the edge of the tracks of a railroad or effecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing for which an easement or license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$__5,000,000____ each occurrence (per limits required by Railroad)

$__5,000,000____ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 2417 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the Certificate of Insurance.

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

==== END OF SECTION 00700 ===

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Hannah Kuhse
TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	PHONE (A/C, No, Ext): (563) 231-2005 1406 FAX (A/C, No): E-MAIL ADDRESS: hkuhse@tricorinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MDE LLC dba McDermott Excavating 11672 Airborne Rd Dubuque, IA 52003	INSURER A : United Fire & Casualty Company	13021
	INSURER B : Travelers	25658
	INSURER C : Westchester Surplus Lines Insurance Company	10172
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	60542976	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		X	60542976	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			60542976	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	30304796	6/1/2024	6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Cyber Liability			0107987703LB	2/1/2025	2/1/2026	Aggregate	1,000,000
C	Pollution Liability			G28367466 005	2/1/2025	2/1/2026	$10,000 Ded	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Creek Crossing Restoration - Radford Rd

Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, and MSA Professional Services are additional insured on a primary, non-contributory basis including ongoing and completed operations. Governmental Immunities applies in favor of City of Dubuque. Waiver of subrogation on the Work Comp and general liability policies in favor of the City of Dubuque. Umbrella follows form. Notice of cancel is amended to 30 days.

CERTIFICATE HOLDER

City of Dubuque
Water Department
50 W 13th Street
Dubuque, IA 52001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Organization:

City of Dubuque

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.

4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
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Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

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(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease / loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

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Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured - Vendors
* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* “Insured Contract” redefined for Limited Railroad Contractual Liability
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of exclusion **j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

b. "Property damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) “Bodily injury” or “property damage”.

(7) Failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of “your product”.

(11) “Product recall expense” arising from the “product recall” of any of “your products” for which coverage is excluded by endorsement.

(12) Any “product recall” initiated due to the expiration of the designated shelf life of “your product”.

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H (Section I)** applies to “property damage” arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

r. This insurance does not apply to “bodily injury” or “property damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard” for any “consolidated (Wrap-up) insurance program” which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

a. Provides coverage identical to that provided by this Coverage Part; or

b. Has limits adequate to cover all claims.

This exclusion does not apply if a “consolidated (Wrap-up) insurance program” covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a “consolidated (wrap-up) insurance program” is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Item **1.b.** is amended as follows:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of “your work” specified in the “written contract” and included in the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(3) Such coverage will not apply subsequent to the first to occur of the following:

i. The expiration of the period of time required by the “written contract”; or

ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of “your work”.

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to “bodily injury” or “property damage” arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of “your products” shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Sub-paragraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or “personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the “bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B;** and

d. Damages under **Coverage H.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G.**

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

9. Coverage G - Product Recall Expense

Aggregate Limit $50,000

Each Product Recall Limit $25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **13** of

SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE** , a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage** .

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is $50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.,** Items **a.** and **b.** are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

i. How, when and where the "occurrence" took place;

ii. The names and addresses of any injured persons and witnesses, and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition **(5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an “insured contract" in the **DEFINITIONS** section of this endorsement:

a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of $2,000,000 per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined “insured contract” language.

c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item **12.** "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3.** "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item **9.** "Insured contract" **c.** is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item **9.** "Insured Contract" **f.(1)** is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

a. Is currently in effect or becoming effective during the term of this policy; and

b. Was executed prior to:

(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury",

for which the additional insured seeks coverage under this coverage part.

POLICY NUMBER: 30304796

WORKERS COMPENSATION AND EMPLOYERS LIABILITY SUPPLEMENTAL DECLARATIONS

	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
CONTINUED			
IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.			
BLANKET WAIVER OF SUBROGATION - FORM WC000313			
WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED, IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT THIS RIGHT WILL BE WAIVED FOR WORK PERFORMED BY YOU FOR THAT PERSON OR ORGANIZATION.			
THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANY ONE NOT SPECIFICALLY IDENTIFIED IN A QUALIFYING CONTRACT OR AGREEMENT.			
IA LOC# 01 11672 AIRBORNE RD DUBUQUE, IA 52003-5308			
5507 STREET OR ROAD CONSTRUCTION: SUB-SURFACE WORK & DRIVERS	355,310	2.910	10,340
5606 CONTRACTOR-PROJECT MANAGER, CONSTRUCTION EXECUTIVE/MANAGER/SUPERINTENDENT	425,512	.940	4,000
6217 EXCAVATION & DRIVERS	344,625	3.490	12,027
6306 SEWER CONSTRUCTION-ALL OPERATIONS & DRIVERS	215,409	3.830	8,250
6319 GAS MAIN OR CONNECTION CONSTRUCTION & DRIVERS	108,203	2.260	2,445
8227 CONSTRUCTION OR ERECTION PERMANENT YARD	55,813	2.690	1,501
8810 CLERICAL OFFICE EMPLOYEES NOC	174,863	.140	245
9402 STREET CLEANING & DRIVERS	IF ANY	3.090	0
IA - 0930 BLANKET WAIVER OF SUBROGATION			1,000
IA - 9812 EMPLOYERS LIABILITY INCREASED LIMITS		.011	438
IA - 9898 EXPERIENCE MODIFICATION		1.140	5,634
IA - 9887 PREMIUM CREDIT SCHEDULED RATING PLAN		.880	-5,506
IA - 0063 PREMIUM DISCOUNT - STOCK CARRIER			-2,764
IA - 9740 TERRORISM		.010	168
CONTINUED ON WC-2S			

WC-2S (01 95)

Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 16.

ITEM TITLE:	Temporary Agreement between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque
SUMMARY:	Senior Counsel recommending City Council adopt the attached resolution approving the Temporary Agreement authorizing ITC Midwest, LLC to operate an electic transmission system in the City of Dubuque until the franchise agreement takes effect but no later than March 31, 2026. **RESOLUTION** Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Staff Memo
2. Resolution
3. Agreement

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Dubuque
All-America City
NATIONAL CIVIC LEAGUE
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BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

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

DATE: June 16, 2025

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

While the City and ITC Midwest, LLC are negotiating the terms of the franchise agreement, it is necessary for ITC Midwest to have authority to operate its transmission system. The City and ITC Midwest have not yet finalized the franchise agreement. It is expected that the final franchise agreement will be submitted to the City Council for approval in March 2026.

I recommend that the City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than March 31, 2026.

BAL:JLM

Attachments

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

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 583-4113 / FAX (563) 583-1040 / EMAIL balesq@cityofdubuque.org

RESOLUTION NO. _____ - 25

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

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

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

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

SECTION 1. The attached Agreement is hereby approved.

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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

This Agreement, dated for reference purposes the 12th day of June, 2025, is made and entered into by and between the City of Dubuque, Iowa (City) and ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp. (the Company).

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

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

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

SECTION 1. TERM. This Agreement shall take effect upon execution by both parties and shall continue in effect until a franchise agreement between the parties takes effect, but no later than March 31, 2026.

SECTION 2. INDEMNIFICATION.

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

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

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

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

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

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

Attest:

_____
Adrienne N. Breitfelder, City Clerk

ITC MIDWEST LLC, a Michigan limited liability company

By: ITC Holdings Corp., its sole member

By: Terry, Dusky
Digitally signed by: Terry, Dusky
DN: CN = Terry, Dusky OU = Corporate Users, Novi HQ
Date: 2025.06.12 10:29:38 -05'00'

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

INSURANCE SCHEDULE

INSURANCE SCHEDULE G

1. ITC Midwest LLC shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated ITC Midwest LLC Franchise Agreement.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to certificate.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

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

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ___ Yes X No

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

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

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

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes X No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes X No

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

F) UMBRELLA/EXCESS $5,000,000

Coverage required: X Yes ___ No

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

COVERAGE – GOVERNMENTAL IMMUNITY

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

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Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 17.

ITEM TITLE:	Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation Approval
SUMMARY:	City Manager recommending City Council approval of the Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation which includes management of the ImOn Arena. **RESOLUTION** Approving The Schmitt Island Management Agreement First Amendment Between The City Of Dubuque And The Schmitt Island Development Corporation
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. First Amendment to Management Agreement between SID and City
5. Schmitt Island Management Agreement and Addendum

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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation Approval

DATE: June 13, 2025

Parks and Recreation Director Marie Ware is recommending City Council approval of the Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation which includes management of the ImOn Arena.

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
Brian Rakestraw, Interim President and CEO of Dubuque Racing Association
Sara Hanten, President, Chaplain Schmitt Island Development
Tonya Trumm, Counsel O'Connor and Thomas, PC

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Marie L. Ware, Parks and Recreation Director

SUBJECT: Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation Approval

DATE: June 10, 2025

INTRODUCTION

The purpose of this memorandum is to request approval of the Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation which includes management of the ImOn Arena.

BACKGROUND

The City of Dubuque took over Ice Center operations on September 6, 2021 continued ice operations to avoid disruption of ice usage for all user groups involved and honor the commitments made by all parties in the Development Agreement and Ice Usage Agreement which included day-to-day operations of the ice center.

The City and the DRA discussed the opportunity to move the day-to-day operations of the Mystique Community Ice Center to the DRA. The discussions around the new lease for the DRA included how the provisions could and would focus on the vision, mission and implementation of the Chaplain Schmitt Island Master Plan as well as the Placemaking and Implementation Plan. This led to an Interim Staffing Agreement By and Between the City of Dubuque, Iowa and the Dubuque Racing Association in which the DRA would provide interim staffing to operate the facility beginning January 1, 2022.

The DRA and the City discussed a Management Agreement to fully transition all day-to-day management activities. During these negotiations the City and the newly formed Schmitt Island Development signed a shorter-term management agreement and addendum for the Ice Arena. The shorter-term agreement allowed for the full transition of day-to-day operations to Schmitt Island Development (SID), expanding the responsibilities beyond the original staffing agreement.

Schmitt Island Management Agreement and Addendum to Management Agreement Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation were adopted on January 1, 2024. This partnership has been extremely successful.

DISCUSSION

One item remained after adoption of the Management Agreement and that was for Schmitt Island Development to negotiate an arena usage agreement with Northern Lights Hockey. This was negotiated by former CEO and President of DRA Alex Dixon, Brian Rakestraw, Vice President and General Manager at the time, and Tonya Trumm of O'Connor & Thomas, P.C. The Imon Arena Arena Usage Agreement was signed as one of the last formal actions Alex Dixon took prior to departing.

One final step is necessary to align agreements by amending the current Schmitt Island Management Agreement definition of operating expenses.

ACTION REQUESTED

I recommend and respectfully City Council approval of the Schmitt Island Management Agreement First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation which includes management of the ImOn Arena.

cc: Crenna Brumwell, City Attorney
Brian Rakestraw, Interim President and CEO of Dubuque Racing Association
Sara Hanten, President, Chaplain Schmitt Island Development
Tonya Trumm, Counsel O'Connor and Thomas, P.C.

Enclosure: Schmitt Island Management Agreement and First Amendment Between the City of Dubuque, Iowa and the Schmitt Island Development Corporation and Addendum to Management Agreement

Prepared by Marie L. Ware, 2200 Bunker Hill Road, Dubuque, IA 52001 563-589-4263

RESOLUTION NO. _____-25

APPROVING THE SCHMITT ISLAND MANAGEMENT AGREEMENT FIRST AMENDMENT BETWEEN THE CITY OF DUBUQUE AND THE SCHMITT ISLAND DEVELOPMENT CORPORATION

WHEREAS, the City is the owner of the real property and other assets situated on Chaplain Schmitt Island located in the City of Dubuque, Iowa; and

WHEREAS, the financial and operational success and maintenance of such property and assets is of the highest importance to the City of Dubuque; and

WHEREAS, Schmitt Island Development Corporation is a nonprofit corporation that has been providing management, development and sponsorship of assets, projects and activities and services for the general betterment of Schmitt Island and the implementation of the Chaplain Schmitt Island Master Plan and Schmitt Island Development Plan adopted by the City Council of Dubuque, Iowa; and

WHEREAS, the City and Schmitt Island Development Corporation desire to amend such engagement on the terms and conditions agreed.

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

1. The City of Dubuque hereby consents to the Schmitt Island Management Agreement First Amendment between the City and the Schmitt Island Development Corporation, which is attached hereto.

2. The City Manager is authorized and directed to execute the Schmitt Island Management Agreement First Amendment on behalf of the City of Dubuque.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

FIRST AMENDMENT TO SCHMITT ISLAND MANAGEMENT AGREEMENT BETWEEN CITY OF DUBUQUE, IOWA AND SCHMITT ISLAND DEVELOPMENT CORPORATION

THIS FIRST AMENDMENT TO SCHMITT ISLAND MANAGEMENT AGREEMENT (this "Amendment") is made and entered into as of June ___, 2025, by and between the CITY OF DUBUQUE, IOWA, an Iowa municipal corporation (the "City"), and SCHMITT ISLAND DEVELOPMENT CORPORATION, an Iowa nonprofit corporation ("SID").

WHEREAS, the City and SID are party to that certain Management Agreement dated as of January 1, 2024 (the "Management Agreement"), pursuant to which the City has engaged SID to provide management and marketing services with respect to the Managed Schmitt Island Assets on the terms and conditions set forth in the Management Agreement; and

WHEREAS, the City and SID desire to amend the Management Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned in the Management Agreement.

2. Amendment to Section 1 – Definition of "Operating Expenses". The definition of "Operating Expenses" set forth in Section 1 of the Management Agreement is hereby amended and restated in its entirety to read as follows:

> "Operating Expenses" means (a) any and all expenses and expenditures of whatever kind or nature incurred directly or indirectly by SID in promoting, marketing, operating, maintaining and/or managing the Managed Schmitt Island Assets, including, but not limited to: costs associated with the operation of food and beverage concession and catering services at any of the Managed Schmitt Island Assets, employee compensation, employee benefits and related costs, contracted personnel compensation, contracted personnel benefits and related costs, supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, the costs of procuring and maintaining the insurance and referred to in Section 8 below, amounts expended to procure and maintain permits and licenses, charges, taxes, excises, penalties and fees, professional fees, printing and stationery costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, repairs and maintenance costs (e.g., elevator and HVAC), security expenses, utility and telephone charges, the cost of uniforms for employees or contracted personnel, safety and medical expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of compliance with laws and regulations, costs incurred under agreements, commitments, licenses and contracts executed as provided in Section 2.3(c) hereof, and the fixed management fees payable to SID pursuant to Section 4.1 below, all as determined in accordance with

generally accepted accounting principles and recognized on a full accrual basis; provided that Operating Expenses shall not include any (a) cost, expense, expenditure, or other amount paid by SID to, or paid by SID on behalf of, any licensee or user of the Managed Schmitt Island Assets to the extent such expense, expenditure or other amount directly or indirectly constitutes compensation for any business interruption experienced by such licensee or user, unless and to the extent the City has agreed in writing that SID may pay such expense, expenditure, or other amount, and/or (b) expenses or expenditures in connection with Capital Improvements and Capital Equipment purchases.

3. Reference to and Effect on the Management Agreement. Except as expressly set forth in this Amendment, all of the terms and provisions of the Management Agreement 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 Management Agreement contained therein shall be deemed to refer to the Management Agreement as amended by this Amendment.

4. 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.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, each of the parties hereto has executed this First Amendment to Management Agreement as of the date first written above.

ATTEST:

Adrienne N. Breitfelder, City Clerk

CITY OF DUBUQUE, IOWA

Michael C. Van Milligen, City Manager

SCHMITT ISLAND DEVELOPMENT CORPORATION

S Hanten

Signature

SARA HANTEN

Printed Name

BOARD PRES.

Title

SCHMITT ISLAND MANAGEMENT AGREEMENT
BETWEEN CITY OF DUBUQUE, IOWA
AND SCHMITT ISLAND DEVELOPMENT CORPORATION

THIS MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of January 1, 2024, by and between the CITY OF DUBUQUE, IOWA, an Iowa municipal corporation (the "City"), and SCHMITT ISLAND DEVELOPMENT CORPORATION, an Iowa nonprofit corporation ("SID").

WHEREAS, the City is the owner of the real property and other assets situated on Chaplain Schmitt Island located in the City of Dubuque, Iowa ("Schmitt Island"); and

WHEREAS, the financial and operational success and maintenance of such property and assets is of the highest importance to the City of Dubuque; and

WHEREAS, SID is a nonprofit corporation formed to undertake or assist in the management, development and sponsorship of assets, projects and activities directed to (i) the general betterment of Schmitt Island and (ii) the implementation of the Chaplain Schmitt Island Master Plan adopted by the City Council of Dubuque, Iowa and

WHEREAS, the City desires to engage SID, and SID desires to accept such engagement, to provide management and marketing services on the terms and conditions set forth herein for certain assets that are located on Schmitt Island and identified on attached **Exhibit A**, as such Exhibit is amended, modified, supplemented or restated from time to time (the assets described and set forth on **Exhibit A** are hereinafter referred to as the "Managed Schmitt Island Assets"); and

WHEREAS, the City intends to work in mutual accord with SID in order to ensure provision of high-quality management and marketing services, thereby enhancing the use and enjoyment of the Managed Schmitt Island Assets, while simultaneously lessening the burden of government; and

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"ADA" has the meaning specified in Section 8.1(b) of this Agreement.

"Agreement" has the meaning specified in this first paragraph of this Agreement.

"Appropriation Deficiency Notice" shall mean the notice required from the City to SID in Section 5.2(a) of this Agreement which puts SID on notice there is a shortfall in City funding available to fund this Agreement. The notice shall contain information on any remaining available resources.

"Approved Budget" means any budget submitted by SID, as approved by the City pursuant to Section 5 hereof.

"Capital Equipment" means any and all furniture, fixtures, machinery or equipment, either additional or replacement, where the costs exceeds $10,000 and has a useful life of greater than five (5) years for equipment and a useful life of three (3) years for technology.

"Capital Improvements" means any and all expenditures for building additions, alterations, repairs or improvements, and for purchases of additional or replacement furniture, machinery, or equipment, where the costs of such expenditure is greater than $5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one year.

"Cash Flow Shortfall" has the meaning specified in Section 5.1 of this Agreement.

"City" has the meaning specified in this first paragraph of this Agreement.

"City Council" means the City Council of the City of Dubuque, Iowa.

"City Fiscal Year" means a one-year period beginning July 1 and ending on June 30 of the next year.

"City Manager" means the senior administrative official of the City as from time to time appointed by the City Council, or such person as may from time to time be authorized in writing by such administrative official to act for him/her with respect to any or all matters pertaining to this Agreement.

"Confidential Information" has the meaning specified in Section 2.5(a)(iii) of this Agreement.

"Disclosing Party" has the meaning specified in Section 2.5(a) of this Agreement.

"Equitable Litigation" has the meaning specified in Section 13.2(g) of this Agreement.

"Event Expenses" means any and all expenses incurred or payments made by SID in connection with the management of, and/or the occurrence of events held at, any of the Managed Schmitt Island Assets, including but not limited to costs for event staffing including ushers, ticket takers, concession attendants, caterers, security and other event staff, and costs relating to setup and cleanup.

"Fixture" means any object permanently attached to a property by way of bolts, screws, nails, glue, cement or other means.

"Force Majeure" has the meaning specified in Section 13.6(a) of this Agreement.

"Initial Term" means the period from 12:01 a.m. on January 1, 2024, to 11:59 p.m. on December 31, 2033.

"Laws" has the meaning specified in Section 11.2 of this Agreement.

"Losses" has the meaning specified in Section 8.1(a) of this Agreement.

"Managed Schmitt Island Assets" has the meaning specified in the Recitals of this Agreement.

"Net Operating Loss" means, with respect to a SID Fiscal Year, the excess of Operating Expenses for such SID Fiscal Year over Operating Revenues for such SID Fiscal Year.

"Operating Expenses" means (a) any and all expenses and expenditures of whatever kind or nature incurred directly or indirectly by SID in promoting, marketing, operating, maintaining and/or managing the Managed Schmitt Island Assets, including, but not limited to: costs associated with the operation of food and beverage concession and catering services at any of the Managed Schmitt Island Assets, employee compensation, employee benefits and related costs, contracted personnel compensation, contracted personnel benefits and related costs, supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, the costs of procuring and maintaining the insurance and referred to in Section 8 below, amounts expended to procure and maintain permits and licenses, charges, taxes, excises, penalties and fees, professional fees, printing and stationery costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, repairs and maintenance costs (e.g., elevator and HVAC), security expenses, utility and telephone charges, the cost of uniforms for employees or contracted personnel, safety and medical expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of compliance with laws and regulations, costs incurred under agreements, commitments, licenses and contracts executed as provided in Section 2.3(c) hereof, and the fixed management fees payable to SID pursuant to Section 4.1 below, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis; provided that Operating Expenses shall not include expenses or expenditures in connection with Capital Improvements and Capital Equipment purchases.

"Operating Revenues" means (a) any and all revenues of every kind or nature derived from owning, operating, managing, promoting or marketing the Managed Schmitt Island Assets, including, but not limited to: license, lease and concession fees and rentals, revenues from merchandise sales, advertising sales, equipment rentals, utility revenues, admission fees, event revenues, ticket office revenues, parking revenues, sponsorships, fundraisers, food service and concession and catering revenues, commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues paid by such contractors to the Managed Schmitt Island Assets shall be included as Operating Revenues), miscellaneous operating revenues, revenues generated from separate agreements with users of the Managed Schmitt Island Assets, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis.

"Receiving Party" has the meaning specified in Section 2.5(a) of this Agreement.

"Renewal Term" means the five-year period from 12:01 a.m. on January 1, 2034, to 11:59 p.m. on December 31, 2038, for which this Agreement may be renewed at the option of the City Council in accordance with Section 3.1 hereof.

"Schmitt Island" has the meaning specified in the Recitals of this Agreement.

"SID" has the meaning specified in the first paragraph of this Agreement.

"SID Capital Equipment Purchases" are Capital Equipment Purchases as taken on by SID as outlined in Section 5.7(b) of this Agreement.

"SID Capital Improvements" are Capital Improvements as taken on by SID as outlined in Section 5.7(b) of this Agreement.

"SID Fiscal Year" means a one-year period beginning January 1 and ending December 31 of such year.

"Third Party Contractor" has the meaning specified in Section 2.3(a) of this Agreement.

2. Engagement of SID; Scope of Services.

2.1 Engagement.

(a) General Scope. The City hereby engages SID to promote, market, operate and manage the Managed Schmitt Island Assets during the Initial Term and the Renewal Term, if any, upon the terms and conditions hereinafter set forth, and SID hereby accepts such engagement subject to annual budget appropriation by the City Council.

(b) Manager of the Managed Schmitt Island Assets. Subject to the terms of this Agreement, SID shall be, as agent for the City, the sole and exclusive manager of the City to manage, operate, promote and market the Managed Schmitt Island Assets during the Initial Term and the Renewal Term, if any. In such capacity, SID shall have exclusive authority over the day-to-day operation of the Managed Schmitt Island Assets and all activities therein provided SID has and maintains appropriate internal control policies which shall be provided to the City upon request.

2.2 Scope of Services – Generally.

SID shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage, promote and market the Managed Schmitt Island Assets in a manner consistent with SID's policies and procedures and the operations of other similar assets which shall be available for review by the City, and SID shall act in accordance with prevailing industry standards to prevent any nuisance, damage or hazardous activity from occurring at, on, about or within the Managed Schmitt Island Assets. In addition to the foregoing, SID shall comply with the requirements and limitations outlined in the Regulatory Matrix for Schmitt Island attached as **Exhibit B**. SID shall cooperate with the City, and consider the City's recommendations and advice, with respect to the management of Managed Schmitt Island Assets.

2.3 Specific Services.

Without limiting the generality of the foregoing, SID shall have the sole right and authority, without any prior approval by the City (except as otherwise expressly noted below), to, directly or indirectly through a Third Party Contractor (as defined in subparagraph (a) below):

(a) subject to Section 11.3 of this Agreement, negotiate, execute, deliver and administer any and all independent contractor agreements, staffing agreements, management agreements, administration agreements, and all other contracts and agreements in connection with the management, promotion and operation of the Managed Schmitt Island Assets, it being expressly understood and agreed to by the City that SID intends to contract with one or more third parties experienced and skilled in providing the services contemplated hereunder (such third party or parties are individually and collectively referred to as a "Third Party Contractor");

(b) subject to Section 11.3 of this Agreement, negotiate, execute, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, concession agreements, catering contracts, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including security guards and ushers, and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Managed Schmitt Island Assets, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of the Managed Schmitt Island Assets in the ordinary course has a term that extends beyond the remaining Initial Term or Renewal Term, as the case may be, such license, agreement, commitment or contract shall be approved and executed by the City (which approval shall not be unreasonably withheld) or include a provision for assignment to the City after expiration of the Initial Term or Renewal Term;

(c) to the extent that Operating Revenues or funds supplied by the City, other contributors, or donors are available, maintain the Managed Schmitt Island Assets in the condition received (casualties and reasonable wear and tear excepted) and undertake in its discretion and to the extent permitted under Section 5.7(b), SID Capital Improvements and SID Capital Equipment Purchases;

(d) to the extent that Operating Revenues or funds supplied by the City, other contributors, or donors are available, rent, lease, or purchase the equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Managed Schmitt Island Assets in accordance with the Annual Budget appropriation of the City;

(e) determine and establish fees, rates and rate schedules for users of the Managed Schmitt Island Assets and, in connection therewith, SID shall evaluate comparable fees, rates and rate schedules for users of similar goods and services at similar and/or competing facilities. Notwithstanding the foregoing, in the event that such established fees, rates and/or rate schedules will be adjusted by more than fifteen percent (15%) of the amount currently in effect, SID shall obtain the City Manager's approval prior to effectuating such adjustment;

(f) to the extent that Operating Revenues or funds supplied by the City, other contributors, or donors are available, pay, when due, all Operating Expenses, SID Capital Improvements and SID Capital Equipment Purchases from accounts established pursuant to Section 5.6 of this Agreement;

(g) institute such legal actions or proceedings as SID shall deem necessary or appropriate in connection with the operation of the Managed Schmitt Island Assets, including, without limitation, to collect charges, rents or other revenues due to SID or to cancel, terminate or sue for damages under, any license, use, advertisement or service agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or service provider at the Managed Schmitt Island Assets;

(h) maintain a master set of all booking records and schedules for the Managed Schmitt Island Assets;

(i) provide day-to-day administrative services in support of its management activities pursuant to Approved Budgets and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; custodial services; personnel management; record-keeping; collections and billing; and similar services;

(j) manage and operate the food and beverage concession and any catering services at the Managed Schmitt Island Assets, including setting the prices for such concession items and catering services and, in connection therewith, SID shall evaluate comparable prices for similar items and services at similar and/or competing facilities;

(k) direct all marketing activities undertaken at or related to the Schmitt Island Managed Assets in such a manner that maximizes the uses thereof by all persons and provides maximum revenue and accessibility for the community and visitors to the Managed Schmitt Island Assets;

(l) develop and implement a marketing plan for the Managed Schmitt Island Assets;

(m) to the extent that the City has obtained the support of Travel Dubuque in the marketing of the Managed Schmitt Island Assts, engage and partner with Travel Dubuque to market activities of both Travel Dubuque and the Managed Schmitt Island Assets, including the development of opportunities for tournaments, events, and other activities at the Managed Schmitt Island Assets that will aid in bringing tournaments, events, and other activities to the Managed Schmitt Island Assets and that will benefit the Dubuque community and its visitors;

(n) provide the services specified on any addendum attached to and incorporated into this Agreement, if any, that pertains to any particular Managed Schmitt Island Asset; and

(o) subject to Section 11.3 of this Agreement, engage in such advertising, solicitation, and promotional activities as SID deems necessary or appropriate to develop the potential of the Managed Schmitt Island Assets and the cultivation of broad community support (including, without limitation, selling advertising inventory, sponsorships and, in consultation with the City, securing product and naming rights for the Managed Schmitt Island Assets). In connection with its activities under this Agreement, including without limitation advertising relating to the Managed Schmitt Island Assets, SID shall be permitted to use the terms "Schmitt Island", "Schmitt Island Development Corporation", "ImOn Arena" and logos for such names in its advertising.

2.4 Right of Entry Reserved.

Representatives of the City shall have the right, upon twenty-four hours advance notice to SID and at appropriate times, to enter all portions of the Managed Schmitt Island Assets to inspect same, to observe the performance of SID of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not interfere with the activities of SID hereunder, and the City's actions shall be conducted such that disruption of SID's work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

2.5 Confidentiality/Nondisclosure.

(a) Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that:

(i) is or becomes generally known to the public without breach of any obligation by the Receiving Party owed to the Disclosing Party,

(ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

(iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or

(iv) was independently developed by the Receiving Party.

(b) Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party shall not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so which includes the opinion

of its legal counsel that it is compelled by law, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure. If the Disclosing Party fails to take any action to protect the Confidential Information within ten (10) days after receipt of such notice, the Receiving Party may disclose the Confidential Information with no liability of any kind to the Disclosing Party.

(d) Copyrighted Information. With respect to any information or material which is protected by copyright of a Disclosing Party, no part of such materials may be reproduced, stored in a data base and retrieval system or transmitted in any form or by any means - graphic, electronic, photocopying, recording, mechanical or otherwise - without the prior written permission of the Disclosing Party.

(e) Specific Performance. Each Receiving Party agrees that the provisions of this Section 2.5 are reasonable and necessary to protect the interests of the Disclosing Party and that the Disclosing Party's remedies of law for a breach of any of the provisions of this Section 2.5 shall be inadequate and that, in connection with any such breach, the Disclosing Party shall be entitled, in addition to any other remedies (whether at law or in equity), to temporary and permanent injunctive relief in accordance with applicable law. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Section 2.5 to be unreasonable, each Receiving Party agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable, and each Receiving Party shall not assert that such provision shall be eliminated in their entirety by such court.

3. Term and Renewal.

3.1 Initial Term and Renewal Term.

This Agreement shall be effective throughout the Initial Term, unless earlier terminated pursuant to the provisions of this Agreement. The City Council may, in its sole discretion, extend the term hereof on the same terms and conditions for the Renewal Term by giving written notice of such renewal to SID not less than one hundred eighty (180) days prior to the date of expiration of the Initial Term, in which case this Agreement shall automatically renew unless SID provides written notice to the City Council, within thirty (30) days of SID's receipt of written notice of renewal from the City Council, that SID does not desire to renew this Agreement, in which case this Agreement shall then automatically terminate at the expiration of the Initial Term.

3.2 New Contract.

If (i) the City intends, upon termination of the Initial Term or Renewal Term, to continue to provide management of the Managed Schmitt Island Assets through an entity other than the City and (ii) this Agreement has not been terminated upon a default by SID, then the City shall during the final year of the Initial Term (unless the City exercises its option to renew under Section 3.1) or Renewal Term, as the case may be, negotiate and discuss in good faith a new contract or arrangement with SID for the provision of such services following the completion of such term. The obligation to negotiate with SID is not intended to guarantee any contract rights for a future contract with SID or any specific terms of a new contract.

4. Compensation.

4.1 Fixed Fee.

As base compensation to SID for providing the services herein specified during the Initial Term and any Renewal Term, the City shall pay SID during the Initial Term and the Renewal Term, if any, an annual fixed fee of $100,000, which amount shall be adjusted on January 1, 2024, and each January 1 thereafter during the term hereof by the percentage change in the Consumer Price Index -- All Urban Consumers (CPI-U) -- U.S. City Average -- All Items, during the one year period ending in November immediately preceding such adjustment date, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or of any revised or successor index hereafter published by the Bureau of Labor Statistics or other agency of the United States Government succeeding to its functions. The foregoing annual fixed compensation shall be payable, in advance, in equal monthly installments due on or before the first day of each calendar month during the Initial Term and any Renewal Term, prorated for any partial calendar month during the Initial Term or Renewal Term.

5. Funding; Budgets; Bank Accounts; Contributions.

5.1 Operating Funds.

Subject to Section 5.2, to the extent that Operating Revenues during a calendar quarter period, when aggregated with (i) any funds, if any, remaining from any prior payments by the City to SID pursuant to this Section 5.1 and (ii) any funds, if any, contributed, awarded, granted, and/or donated to SID by third parties (to the extent that such contributed and/or donated funds are not designated for a specific use and are otherwise available to for use), are insufficient, or expected to be insufficient, to cover all Operating Expenses for such quarter ("Cash Flow Shortfall"), the City shall advance funds to SID as follows: thirty (30) days prior to the beginning of each calendar quarter during the Initial Term and any Renewal Term, SID shall submit to the City an invoice for the projected Cash Flow Shortfall for such quarter, and the City shall pay an amount equal to such projected Cash Flow Shortfall to SID within thirty (30) calendar days after the start of such calendar quarter. Such funds shall be deposited by SID in the operating or other account(s) established pursuant to Section 5.6 and used to pay for Operating Expenses.

5.2 Non-Appropriation of Funding.

(a) The City shall have no obligation to provide funds for the payment of any Operating Expenses incurred or committed after the date SID receives written notice from the City (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated for the Managed Schmitt Island Assets.

(b) If the Appropriation Deficiency Notice is of insufficient funds:

(i) the City shall pay all Operating Expenses incurred or committed prior to the date SID receives the Appropriation Deficiency Notice.

(ii) the City shall pay all Operating Expenses incurred or committed after such date that are within the aggregate level of appropriated funds specified in the Appropriations Deficiency Notice.

(iii) Any failure by the City to provide funds (beyond the appropriated funds) for the payment of Operating Expenses incurred or committed for after SID receives an Appropriations Deficiency Notice shall not be a breach of or default under this Agreement by the City. Any failure by SID to perform its obligations under this Agreement shall not be a breach of or default under this Agreement if such breach or default results from the City's failure to appropriate sufficient funds for the management, operation and promotion of the Managed Schmitt Island Assets.

(c) If the City appropriates, or reduces appropriated funds to a level that, in SID's judgment, renders the management of the Managed Schmitt Island Assets not feasible, SID may, at its option, either:

(i) continue management of the Managed Schmitt Island Assets at a reduced level consistent with anticipated Operating Revenues and available funding or

(ii) terminate this Agreement pursuant to Section 12.2, with the effect set forth in Section 12.3. Following such termination, SID shall have the right to resume management of the Managed Schmitt Island Assets at such time as the City first restores appropriated funding to reasonable levels, but only if the City restores such funds during the remainder of the Initial Term or the Renewal Term, if applicable. In such event, SID shall have the right to resume management of the Managed Schmitt Island Assets for the period of time that was remaining under the Initial Term or the Renewal Term, if applicable, at the time SID exercised is rights under this clause (ii).

5.3 Annual Budget; Cash Flow Budget.

(a) Operating Budget. As part of the annual plan described in Section 6.2 herein, on or before October 1st (beginning October 1, 2024 for City Fiscal Year 2026) , SID shall prepare an annual operating budget for the next SID Fiscal Year to meet the scope of services and objectives under this Agreement. Such budget shall contain appropriate line items for revenues and expenses and the projected net operating deficit or surplus.

(b) Cash Flow Budget. SID shall prepare and submit to the City Manager by October 1st (beginning October 1, 2024 for City Fiscal Year 2026) an annual cash flow budget for the succeeding SID Fiscal Year.

(c) The annual budgets referred to in subparagraphs (a) and (b) above shall be reviewed and are subject to review and approval by the City Manager. By December 1 of each year during the term of this Agreement, beginning December 1, 2024, the City Manager shall notify SID of any changes to the annual operating budget and the cash flow funding budget for the succeeding SID Fiscal Year proposed by SID and with such changes, if any, as are made by the City prior to December 1, such budgets shall be the Approved Budgets for the following SID Fiscal Year, provided that if the annual operating budget or the annual cash flow budget as proposed by SID are modified by the City Manager in a manner which, in SID's judgment, could materially interfere, impede or impair the ability of SID to manage, operate, promote or market the Managed

Schmitt Island Assets, SID shall have the right to terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3), and provided further that if the approved annual operating budget or annual cash flow budget departs from the budgets or schedule proposed by SID, SID shall not be construed to have breached its obligations under this Agreement if the alleged breach has been caused by the limitations in the SID Fiscal Year's budgets.

5.4 Budget Modifications Initiated by SID.

SID may submit to the City Manager at any time prior to the close of a SID Fiscal Year a supplemental or revised annual operating budget or cash flow budget for such SID Fiscal Year. Upon the approval of the City Manager of such supplemental or revised budget, the Approved Budgets for such SID Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budgets may only be amended as set forth in Section 5.5 below or in the two preceding sentences except that SID shall have the right to amend the Approved Budgets as may be necessary or appropriate as the result of the scheduling by SID of additional events or activities at or related to the Managed Schmitt Island Assets (and the incurrence of additional Operating expenses arising from the scheduling of additional events or activities at or related to the Managed Schmitt Island Assets) as long as prior to the scheduling of such events or activities, SID had a good faith belief that the projected Net Operating Loss for the SID Fiscal Year as set forth in the Approved Budgets would not be increased as a result of such additional events or activities.

5.5 Budget Modifications Initiated by the City.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual Net Operating Loss for such SID Fiscal Year shall be larger than projected in the annual operating budget for such SID Fiscal Year, the City Manager may request from SID a plan for reduction of Operating Expenses, Capital Improvements and Capital Equipment purchases to a level consistent with the budgeted Net Operating Loss amount. SID shall forthwith comply with any such expense reduction requested by the City Manager, and the approved budgets for such SID Fiscal Year shall be modified accordingly, provided that if the annual operating budget or annual cash flow budget is modified in a manner which, in SID's judgment, could materially interfere, impede or impair the ability of SID to manage, operate, promote or market the Managed Schmitt Island Assets, SID shall have the right to terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3) and provided further that SID shall not be construed to have breached its obligations under this Agreement if such alleged breach has been caused by the limitations in the City Fiscal Year's budgets.

5.6 Receipts and Disbursements.

SID shall establish and maintain in one or more depositories one or more operating and other bank accounts for the promotion, operation and management of the Managed Schmitt Island Assets. All Operating Revenues collected by SID from the operation of the Managed Schmitt Island Assets shall be deposited into such accounts and Operating Expenses (other than Operating Expenses to be paid from an account described in Section 5.6) shall be paid by SID from such accounts. All Operating Revenues collected by SID arising from operation of the Managed Schmitt Island Assets, including revenues from ticket office sales, equipment rentals,

utility rental agreements, food and beverage concessions, or any other source, are for application as provided herein; provided, however, any amounts remaining in such accounts upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, Capital Improvements and Capital Equipment purchases, shall be promptly paid by SID to the City.

5.7 Capital Improvements; Capital Equipment.

(a) The obligation to pay for, and authority to perform, direct and supervise Capital Improvements and Capital Equipment purchases shall remain with the City, except as otherwise provided in subparagraph (b) below, and shall not be considered Operating Expenses. The annual plan submitted pursuant to Section 6.2 shall include SID's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished during the City's fiscal year and estimated for the next four City fiscal years after that and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City budget funds therefor. The City shall retain the discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases with respect to the Managed Schmitt Island Assets, except as otherwise provided in subparagraph (b) below.

(b) Notwithstanding the City's obligations in subparagraph (a) above, SID may undertake certain Capital Improvements projects ("SID Capital Improvements") and/or make certain Capital Equipment purchases ("SID Capital Equipment Purchases") with respect to the Managed Schmitt Island Assets, pursuant to Iowa Code §26.6, to the extent that (i) the City Manager has approved such SID Capital Improvements and/or SID Capital Equipment Purchases, as applicable, and (ii) funds sufficient to fully pay for such SID Capital Improvements and/or SID Capital Equipment Purchases have been contributed, granted, awarded, or donated by third parties and/or are on deposit in the operating or other account(s) established pursuant to Section 5.6. The authority to perform, direct and supervise SID Capital Improvements and SID Capital Equipment Purchases shall remain with SID, but SID shall, in connection therewith, take into account the Capital Improvements and Capital Equipment purchases to be funded by the City pursuant to subparagraph (a). If appropriate (i.e., to the extent of capital improvements and purchases that impact or implicate both Capital Improvements or Capital Equipment purchases by the City and SID Capital Improvements or SID Capital Equipment Purchases), SID shall work with the City to prepare, and mutually agree upon, a budget of the SID Capital Improvements and/or SID Capital Purchases, along with the scope of work to be performed with respect thereto, the supervision of tasks, and the estimated time frames for the projects listed in such budget.

5.8 Limitation of SID Liability.

Notwithstanding any provision herein to the contrary and except for SID's express indemnification undertakings in Section 8.1 and its express reimbursement undertakings in Section 6.1(b), SID shall have no obligation to fund any cost, expense, or liability with respect to the operation, management or promotion of the Managed Schmitt Island Assets.

5.9 Funds for Emergency Repairs.

SID shall have the right to act, with prior notice to the City Manager, in situations which SID determines to be an emergency with respect to the safety, welfare and protection of the

general public, including spending and committing funds held in the operating or other account(s) of the Managed Schmitt Island Assets, even if such expenses are not budgeted; provided, however, (a) SID shall have no obligation under any circumstance to spend or commit funds other than funds then available in such accounts for any such purpose and (b) SID shall obtain the prior approval of the City prior to spending or committing to spend funds in excess of $25,000.00 in any such emergency situation. Immediately following such action, SID shall inform the City Manager of the situation and the action(s) taken, and the City shall pay into such account(s) the amount of funds, if any, spent or committed by SID pursuant to this Section 5.9 in excess of budgeted amounts.

5.10 Contributions; Donations.

To the extent that any third parties make any contributions or donations to SID, and provided that the particular use of such contributed or donated funds is not restricted or designated by the contributor or donator thereof for a specific purpose (in which case, SID shall use such contributed or donated funds for the restricted or designated purpose specified by such contributor or donator), SID shall have the right to use such contributed or donated funds as it sees fit for Operating Expenses, SID Capital Improvements, SID Capital Equipment Purchases, or projects related to the Managed Schmitt Island Assets, provided that (a) such usage shall take into account the Capital Improvements and Capital Equipment purchases to be funded by the City and (b) in the event that any particular contribution or donation exceeds $25,000.00, SID shall consult with the City regarding the use of such donated or contributed funds.

6. Records, Audits and Reports.

6.1 Records and Audits.

(a) SID shall keep full and accurate accounting records relating to its activities at the Managed Schmitt Island Assets in accordance with generally accepted United States accounting principles. SID shall maintain a system of bookkeeping adequate for its operations hereunder and shall establish and maintain internal financial control policies and practices related to its activities at the Managed Schmitt Island Assets in accordance with generally accepted standards in the industry and reasonably acceptable to the City.

(b) SID shall give the City's authorized representatives access to such books and records maintained at the Managed Schmitt Island Assets during reasonable business hours and upon reasonable advance notice. SID shall keep and preserve for at least seven (7) years following each SID Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues, Operating Expenses, SID Capital Improvements and SID Capital Equipment Purchases for such period.

(c) In addition, on or before March 1 following each SID Fiscal Year for which SID is managing the Managed Schmitt Island Assets hereunder (beginning March 1, 2024), SID shall furnish to the City a balance sheet, a statement of profit or loss and a statement of cash flows for the Managed Schmitt Island Assets for the preceding SID Fiscal Year, prepared in accordance with generally accepted United States accounting principles and accompanied by an independent auditor's report of a nationally recognized, independent certified public accountant. The audit

shall contain an opinion expressed by the independent auditor of the accuracy of financial records kept by SID. The audit shall also provide a certification of Operating Revenues, Operating Expenses, SID Capital Improvements and SID Capital Equipment Purchases as defined in this Agreement for such SID Fiscal Year. The audit shall be conducted by a reputable firm selected by SID, which firm shall be acceptable to the City in its discretion, and the costs of such audit shall constitute an Operating Expense hereunder.

(d) The City shall have the right at any time, and from time to time, to cause independent auditors of the City's selection to audit all of the books of SID relating to Operating Revenues, Operating Expenses, SID Capital Improvements and SID Capital Equipment Purchases, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices, at the City's cost and expense. If any such audit demonstrates that the Operating Revenues, Operating Expenses, SID Capital Improvements or SID Capital Equipment Purchases reflected in any financial statements prepared by SID and audited as specified in the foregoing subparagraph (a) are understated or overstated in either case by more than five percent (5%), SID shall reimburse the City for the reasonable cost of such audit, which reimbursement expense shall constitute an Operating Expense hereunder. The City's right to have such an audit made with respect to any SID Fiscal Year and SID's obligation to retain the above records shall expire seven (7) years after SID's statement for such SID Fiscal Year has been delivered to the City.

6.2 Annual Plan.

(a) SID shall provide to the City on or before October 1st (beginning October 1, 2024), an annual management plan, which shall include the annual operating budget described in Section 5.3 for the next SID Fiscal Year. The annual plan shall include information regarding SID's anticipated operations for such SID Fiscal Year, including planned SID Capital Improvements and SID Capital Equipment Purchases (if any) and an anticipated budget therefor, planned operating maintenance activities by SID, a five-year plan for requested Capital Improvements and Capital Equipment purchases, equipment replacement schedule, and an anticipated budget therefor, anticipated events at the Managed Schmitt Island Assets, anticipated advertising and promotional activities, and planned equipment and furnishings purchases. The annual plan shall be subject to review, revision and approval by the City Manager. Following review and revision and final approval by the City Manager, SID shall have thirty (30) days to incorporate the revisions into its plan. Upon approval by the City Manager, such annual plan shall constitute the operating program for SID for the following SID Fiscal Year.

6.3 Quarterly Reports & Access to Financials.

(a) By the last day of each quarter, beginning on the 31st day of March 2024, SID agrees to provide to the City a written quarterly report in a form approved by the City Manager setting out the anticipated activities and financial condition of the Managed Schmitt Island Assets for the upcoming quarter and reporting on the prior quarter's highlights, activities, repairs, maintenance, and finances.

(b) The City shall have, upon seventy-two (72) hours' notice, the opportunity to review SID financials.

6.4 Additional Reports.

SID shall, upon reasonable request of the City, prepare for the City or assist the City in the preparation of such additional financial reports with respect to the Managed Schmitt Island Assets as may be required; provided, however, that SID shall not be required to provide any additional reports considered confidential, proprietary, or a trade secret.

7. Employees; Contracted Personnel.

7.1 Employees; Contracted Personnel.

(a) SID, directly or indirectly through a Third Party Contractor as agent for SID, shall select, train, employ and supervise at the Managed Schmitt Island Assets such number of employees or contracted personnel as SID deems necessary or appropriate to satisfy its responsibilities hereunder; SID shall use its best efforts to recruit, hire and train employees or contracted personnel who shall be proficient, productive, and courteous to patrons or users of the Managed Schmitt Island Assets, and, SID shall have authority to hire (or contract), terminate and discipline any and all personnel working at or rendering services in respect of the Managed Schmitt Island Assets.

(b) Neither SID nor a Third Party Contractor will at any time discriminate against any employee or subcontractor, or against any invitee or other person or entity whatsoever, because of race, creed, color, religion, sex, age, sexual orientation, gender identity, national origin, disability, or status as a disabled veteran. SID and Third Party Contractor will follow and comply with all applicable local, state, and federal anti-discrimination and employment laws and shall post in conspicuous places within the administrative offices at the Managed Schmitt Island Assets that are available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause required by this paragraph. In all solicitations and advertisements for employment placed by SID or Third Party Contractor with respect to positions at the Managed Schmitt Island Employees, SID or such Third Party Contractor, as applicable, shall state that it is an equal opportunity employer.

(c) SID employees and/or contracted personnel working at or rendering services in respect of the Managed Schmitt Island Assets shall not for any purpose be considered to be employees of the City. SID, directly or indirectly through a Third Party Contractor, shall be solely responsible for the supervision and daily direction and control of such employees and/or contracted personnel, as well as for setting and paying, as an Operating Expense, their compensation and any employee benefits. SID, directly or indirectly through a Third Party Contractor, shall pay employees' wages, provide benefits as required by law, withhold and pay all payroll taxes, provide unemployment and workers' compensation insurance, pay employer's portion of state and federal unemployment compensation taxes and social security taxes, maintain all I-9 forms, and comply with all other federal, state, and local laws applicable to SID or such Third Party Contractor as an employer or as a common law employer, including but not limited to, compliance with all of the provisions of the Patient Protection and Affordable Care Act, with respect to employees staffed at the Managed Schmitt Island Assets.

8. Indemnification and Insurance.

8.1 Indemnification.

(a) SID shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys fees) (collectively, "Losses") arising from any negligent act or omission by SID or a Third Party Contractor and their respective directors, officers, agents, volunteers, or employees, or any material default or breach by SID of its obligations specified herein; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the City of its obligations under Section 8.1(b) below, (ii) are caused by or arise out of the services provided by the architects, engineers and other agents (other than SID) retained by the City in connection with Capital Improvements or Capital Equipment purchases at the Managed Schmitt Island Assets, or (iii) relate to or arise from occupational related diseases of any City employees who provide any services at the Managed Schmitt Island Assets.

(b) The City shall indemnify, defend and hold harmless SID, each Third Party Contractor and their respective directors, officers, agents, volunteers, and employees from and against any and all Losses arising from (i) any material default or breach by the City of its obligations specified herein, (ii) the fact that at any time prior to, as of, or after the commencement of the Initial Term hereunder the Managed Schmitt Island Assets has not been operated, or the Managed Schmitt Island Assets and its premises are not or have not been, in compliance with all Laws (as defined in Section 11.2 hereof), including, but limited to, the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 as amended by the Civil Rights Act of 1991 (42 U.S.C. Section 1981(a)), as it now exists and as it may be amended in the future by statute or judicial interpretation (collectively, the "ADA"), (iii) the fact that prior to, as of, or after the commencement of the Initial Term hereunder there is any condition on, above, beneath or arising from the premises occupied by the Managed Schmitt Island Assets which might, under any Law, give rise to liability or which would or may require any "response," "removal" or "remedial action" (as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act), (iv) any structural defect or unsound operating condition with respect to the Managed Schmitt Island Assets or the premises occupied by the Managed Schmitt Island Assets prior to, as of, or after the commencement of the Initial Term hereunder, (v) any obligation or liability under or in respect of any contract, agreement or other instrument executed by SID as agent for the City as authorized herein, (vi) any obligation or liability for physical damage or other Loss to any real property and personal property assets located at or comprising the Managed Schmitt Island Assets or intended to be incorporated therein, whether such assets are insured by the City or whether the City decides not to insure for such damage and Losses (including, without limitation, damages or Losses falling within any policy deductible), or (vii) any act or omission carried out by SID (either directly or indirectly through a Third Party Contractor as agent of SID) at or pursuant to the direction or instruction of the City, its agents or employees (including, without limitation, the City Manager); provided, however, that the foregoing indemnification under clauses (i) and (ii) above shall not extend to Losses to the extent such Losses arise from any default or breach by SID of its obligations specified herein.

(c) The provisions set forth in subparagraphs (a) and (b) above shall survive termination of this Agreement; provided, however, indemnification based upon Section 8.1(b)(ii), (iii), (iv), (v), (vi), or (vii) above, a claim for indemnification pursuant to Section 8.1 shall be valid only if the party entitled to such indemnification provides written notice thereof to the other party prior to three (3) years following the date of termination of this Agreement.

(d) The terms of all insurance policies referred to in Section 8, including without limitation (i) the property insurance policies of the City, and (ii) the policies of any Third Party Contractor or any other independent contractors retained by the City or hired by SID (such as, emergency medical technicians who are not employed by SID), shall preclude subrogation claims against SID, the City and their respective officers, directors, employees and agents.

(e) The foregoing indemnification rights shall be the exclusive remedies of each party hereto (other than any right to terminate this Agreement pursuant to Section 12) arising from any breach of, default under or performance pursuant to this Agreement.

8.2 Liability Insurance.

(a) SID (directly or indirectly through a Third Party Contractor) shall at all times during the Initial Term, and the Renewal Term, if any, maintain insurance as required by the City's standard Insurance Schedule for Professional Services as such schedule may from time to time be amended not more frequently than once a year by the City. A copy of the City's current schedule is attached hereto as **Exhibit C**.

(b) All of the insurance policies described in this Section 8 shall contain a provision covering the parties' indemnification liabilities to each other.

(c) Notwithstanding the provisions of this Section 8.2, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

8.3 Property Insurance.

(a) The City shall, subject to Section 5.2, maintain its current property insurance covering the premises of the Managed Schmitt Island Assets and its personal property located thereat. The City shall, with respect to the Losses covered by such property and hazard insurance and business interruption and extra expenses insurance, waive any subrogation rights that it may have against SID, a Third Party Contractor, and their respective officers, directors, employees and agents, whether or not the City self-insures for the Losses covered by such insurance. Nothing in this Agreement is intended to require SID to maintain property and hazard insurance covering the premises at the Managed Schmitt Island Assets, the City's personal property located thereat or business interruption insurance covering the interruption of operations by or for whatever cause at the Managed Schmitt Island Assets.

(i) The original or a certified copy of the above policy, or policies, referred to in Section 8.3(a) (with all required policy endorsements), plus certificates evidencing the existence thereof, all in such form as SID may reasonably require, shall be delivered to SID prior to the commencement of this Agreement. Notwithstanding the provisions of this Section 8.3, the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy shall not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to "Schmitt Island Development Corporation, Attn: Chairman of the Board, 1800 Admiral Sheehy Drive, Dubuque, Iowa 52001, sent by certified mail, return receipt requested."

(ii) A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to SID at least twenty (20) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

9. Ownership of Assets.

9.1 Ownership.

The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property comprising the Managed Schmitt Island Assets (including, without limitation, any such assets that are donated to SID, and/or purchased by SID with any donated funds, during the Term of this Agreement) shall remain with the City. Ownership of and title to all intellectual property rights of whatsoever value, held in the City's name shall remain in the name of the City. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Operating Revenues or City funds shall remain with the City, but such assets may be utilized and consumed by SID in the performance of services under this Agreement. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and Software owned by SID or a Third Party Contractor shall remain with SID or such Third Party Contractor. The City is, and shall remain, the owner of any domain names, websites, or social media accounts established and maintained related to Schmitt Island Managed Assets Neither SID nor a Third Party Contractor shall take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the City for the use of the Managed Schmitt Island Assets, unless written consent is granted by the City Manager. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by SID with City funds for use at and for the Managed Schmitt Island Assets shall vest in the City automatically and immediately upon purchase or acquisition. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned other than in the ordinary course of business of the Managed Schmitt Island Assets without the prior approval of the City.

9.2 City Obligations.

Except as herein otherwise set forth, throughout the term of this Agreement, the City shall maintain full beneficial use and ownership of the Managed Schmitt Island Assets and shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Managed Schmitt Island Assets to which the City may be bound.

9.3 No Inconsistent Tax Position.

SID agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider with respect to the Managed Schmitt Island Assets.

10. Assignment.

10.1 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto; provided, however, that for sake of clarity, the parties acknowledge and agree that the foregoing does not preclude the assignment by SID of its rights to receive its management fees (or any portion thereof), or its obligations to perform any services required to be performed by SID under or pursuant to this Agreement, to any Third Party Contractor.

11. Laws and Permits.

11.1 Permits, Licenses, Taxes and Liens.

SID (directly or indirectly through a Third Party Contractor) shall use reasonable efforts to procure any permits and licenses required for the business to be conducted by it hereunder. The City shall cooperate with SID or such Third Party Contractor in applying for such permits and licenses. SID shall deliver copies of all such permits and licenses to the City Manager. SID shall pay promptly, out of the accounts specified in Section 5.6, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Managed Schmitt Island Assets. As mechanic or materialman liens are not authorized by Iowa law to be attached to government-owned facilities, SID shall ensure other protections to secure payment for those working on any public improvements at the premises or improvements at the managed Schmitt Island Assets, or any part of parcel thereof. Governmental Compliance.

SID, a Third Party Contractor, and their respective officers, directors, agents and employees shall comply with all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, "Laws") applicable to SID's management of the Managed Schmitt Island Assets hereunder, including without limitation Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 11.2 or elsewhere in this Agreement shall, however, require SID to undertake any of the foregoing compliance activity, nor shall SID have any liability under this Agreement therefor, if such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.7 hereof. Furthermore, SID shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Managed Schmitt Island Assets to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Managed Schmitt Island Assets.

11.2 No Discrimination; Affirmative Action.

In connection with the rendering of services or performance of work under this Agreement or otherwise carrying out this Agreement, SID shall not refuse to hire, discharge, refuse to promote or demote, or discriminate in matters of compensation or in the hiring or use of the Managed Schmitt Island Assets or improvements thereon because of race, religion, color, sex, sexual orientation, gender identify, national origin, age, disability, or other protected class.

11.3 Compliance with Federal Tax Requirements.

SID understands that all or a portion of the Managed Schmitt Island Assets may be financed on a tax-exempt basis and, as a result, the City must comply with certain provisions of the Internal Revenue Code of 1986 (the "Code") and the treasury regulations promulgated thereunder with respect to the use and management of the Managed Schmitt Island Assets by SID or any other service provider that may be engaged by the City or SID with respect to all or a portion of the Managed Schmitt Island Assets. SID agrees to cooperate with the City in complying with the requirements of the Code applicable to tax-exempt-financed property, including but not limited to restrictions on private business use. Without limiting the generality of the forgoing, SID agrees to cooperate with the City in maintaining the safe harbor conditions provided in Revenue Procedure 2017-13 (as modified, amplified and/or superseded, the "Revenue Procedure") regarding qualified management contracts, and agrees that any agreements entered into with respect to the Managed Schmitt Island Assets, including but not limited to any agreements entered into pursuant to Section 2.3(a) or Section 2.3(o) of this Agreement, will comply with the conditions of the safe harbor or be approved in advance by the City Manager.

12. Termination.

12.1 Termination Upon Default.

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

12.2 Termination Other than Upon Default.

(a) SID shall have the right to terminate this Agreement upon one hundred-eighty (180) days written notice to the City (i) under the circumstances described in Sections 5.2, 5.3 or 5.5 hereof, or (ii) if the City fails to make Capital Improvements or Capital Equipment purchases at the Managed Schmitt Island Assets to the extent that such omission, in SID's judgment, materially interferes with, impedes or impairs the ability of SID to manage the Managed Schmitt Island Assets effectively.

(b) Either party shall have the right to terminate this Agreement under the circumstances specified in Section 13.6(d).

(c) Either Party shall have the right to terminate this Agreement for convenience upon twelve (12) months written notice to the other party.

12.3 Effect of Termination.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Section 5.6 and to the extent such funds are not sufficient, the City shall pay all such Operating Expenses and shall indemnify and hold SID harmless therefrom, and (ii) the City shall promptly pay SID all fees earned to the date of expiration or termination (the fixed fees described in Section 4 hereof being subject to proration), provided that the City shall be entitled to offset against such unpaid fees any damages (actual, not consequential) directly incurred by the City in remedying any default by SID hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Managed Schmitt Island Assets). Upon the expiration of this Agreement or a termination pursuant to Section 12.1 or 12.2, all further obligations of the parties hereunder shall terminate except for the obligations in this Section 12.3 and in Sections 7. 8.1 and 12.4; provided, however, that if such termination is the result of a willful default, the nondefaulting party exercising its right to terminate this Agreement shall be entitled to recover damages for breach arising from such willful default.

12.4 Surrender of Premises.

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, include termination pursuant to the terms of this Section 12 and any expiration of the term hereof), SID shall surrender and vacate the Managed Schmitt Island Assets upon the effective date of such termination. The Managed Schmitt Island Assets and all equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted, to the extent funds were made available therefor by the City. All reports, records, including financial records, and documents maintained by SID at the Managed Schmitt Island Assets relating to this Agreement, other than materials containing SID's or a Third Party Contractor's proprietary information, shall be immediately surrendered to the City by SID upon termination.

13. Miscellaneous.

13.1 Use of Managed Schmitt Island Assets by the City.

(a) The City shall have the right to use the Managed Schmitt Island Assets or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other City uses without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses (including, without limitation, staff and food and beverage costs) shall be paid by the City. The events described in this subparagraph (a) shall not be scheduled if they will conflict with paying events scheduled to be held at the Managed Schmitt Island Assets and shall in all instances be subordinate to paying events in terms of priority of use of the Managed Schmitt Island Assets

(b) In the unlikely event of a City emergency, the City shall have the right to use any of the Managed Schmitt Island Assets, or portion thereof, as an emergency shelter and/or other emergency operation. If SID must cancel events or activities at any of the Managed Schmitt Island Assets due to City's use thereof as an emergency shelter and/or for other emergency operation, the City shall reimburse SID for (i) any direct expense, which is caused by such emergency use, and (ii) any actual, out of pocket expenses, including, but not limited to, clean-up costs or food costs, which are caused by such emergency use. All such reimbursements will be limited to expenses

only for that part of the Managed Schmitt Island Assets actually used by the City as an emergency shelter and/or for other emergency operation.

13.2 Dispute Resolution.

(a) The parties desire to cooperate with each other in the management and operation of the Managed Schmitt Island Assets pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder shall first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who shall endeavor in good faith to resolve any such disputes within the limits of their authority and within forty-five (45) days after the commencement of such discussions. If and only if any dispute remains unresolved after the parties have followed the dispute resolution procedure set forth above, the matter shall be resolved pursuant to Section 13.2(b) and (c) below.

(b) If any dispute between the parties has not been resolved pursuant to Section 13.2(a) above, the parties shall endeavor to settle the dispute by mediation under the then current American Arbitration Association procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the parties cease direct negotiations pursuant to Section 13.2(a) above, the City shall select a neutral third party mediator, who shall be subject to the reasonable approval of SID. Each party shall bear its own cost of mediation; provided, however, the cost charged by any independent third party mediator shall be borne equally by the parties.

(c) The parties agree that any mediation proceeding (as well as any discussion pursuant to Section 13.2(a) above) shall constitute settlement negotiations for purposes of the federal and state rules of evidence and shall be treated as non-discoverable, confidential and privileged communication by the parties and the mediator. No stenographic, visual or audio record shall be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers and opinions made in the course of the mediation or such discussion by any party, its agents, employees, representatives or other invitees and by the mediator shall not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the parties and shall not be disclosed to any third party.

(d) The parties agree that this mediation procedure shall be obligatory and participation therein legally binding upon each of them. In the event that either party refuses to adhere to the mediation procedure set forth in this Section 13.2, the other party may bring an action to seek enforcement of such obligation in any court permitted pursuant to Section 13.2 hereof.

(e) The parties' efforts to reach a settlement of any dispute shall continue until the conclusion of the mediation proceeding. The mediation proceeding shall be concluded when: (i) a written settlement agreement is executed by the parties, or (ii) the mediator concludes and informs the parties in writing that further efforts to mediate the dispute would not be useful, or (iii) the parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either party may withdraw from the mediation proceeding without liability therefor in the event such proceeding continues for more than forty-five (45) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding shall be deemed to have commenced following the completion of the selection of a mediator as provided in Section 13.2(b).

(f) If any dispute has not been resolved pursuant to the foregoing, either party may terminate this Agreement as provided in Section 12 hereof and each is free to file suit in a court of competent jurisdiction to enforce its rights hereunder.

(g) The procedure specified in this Section 13.2 shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party, without prejudice to the above procedures, may file a petition in a court permitted under Section 13.15 to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo ("Equitable Litigation"). Despite such action, the parties shall continue to participate in good faith in the procedures specified in this Section 13.2.

(h) Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until the alternative dispute resolution procedures described in this Section 13.2 concerning the dispute that is the subject of such Equitable Litigation result in a settlement agreement. Such written settlement agreement shall be the final, binding determination on the merits of such dispute, shall supercede and nullify any decision in the Equitable Litigation, and shall preclude any subsequent litigation on such merits, notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying interim relief or any appeal therefrom.

(i) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 13.2 are pending. The parties shall take such action, if any, required to effectuate such tolling. Each party shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

13.3 No Partnership or Joint Venture.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and SID. No person providing service under this Agreement shall have any right or power to bind or create any obligation whatsoever on the part of the City. SID shall advise any individual providing services under this Agreement that such individual is employed or hired by SID or a Third Party Contractor, as applicable, and not by the City.

13.4 Limited Relationship.

SID and related parties have no more than 20% of the voting power of the City Council. The City Council does not include the CEO or chairperson (or equivalent) of SID or any related party. The CEO (or equivalent) of SID or any related party is not the City Manager or Mayor of the City.

13.5 Entire Agreement.

This Agreement, together with all Exhibits and Addenda hereto (which form a material part of this Agreement), contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect

thereto. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

13.6 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

13.7 Force Majeure.

(a) No party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by a Force Majeure if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of Force Majeure that prevents such party from performing hereunder. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, pandemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, terrorist acts, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefor shall be prohibited or rationed by any Law.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to SID shall be claimed by the City or charged against SID, nor shall SID be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future Laws, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

(d) In the event of damage to or destruction of the Managed Schmitt Island Assets by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Managed Schmitt Island Assets materially untenantable, notwithstanding the City's reasonable efforts to remedy such situation, for a period estimated by an Architect selected by the City at the request of SID of at least one hundred eighty (180) days from the happening of the fire, other casualty or any other such event, either party may terminate this Agreement upon written notice to the other.

(e) SID may suspend performance required under this Agreement, without any further liability, in the event of any act of God or other occurrence, which act or occurrence is of such effect and duration as to effectively curtail the use of the Managed Schmitt Island Assets so as effect a substantial reduction in the need for the services provided by SID for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, SID shall have the right to

suspend performance retroactively effective as of the date of the use of the Managed Schmitt Island Assets was effectively curtailed. "Substantial reduction in the need for these services provided by SID" shall mean such a reduction as shall make the provision of any services by SID economically impractical. No payments of the management fees otherwise due and payable to SID shall be made by the City during the period of suspension. In lieu thereof, the City Manager and SID may agree to a reduced management fee payment for the period of reduction in services required.

13.8 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

13.9 Notices.

Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, or (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the City:

City Manager
City Hall
50 W. 13th Street
Dubuque, IA 52001

With a copy to:

City Attorney
300 Main Street
Suite 330
Dubuque, IA 52001

To SID:

Schmitt Island Development Corporation
1800 Admiral Sheehy Drive
Dubuque, IA 52001

Attention: Chairman of the Board

With a copy to:

O'Connor & Thomas, P.C.
1000 Main Street
Dubuque, IA 52001
Attention: Christopher C. Fry, Esq.

13.10 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

13.11 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

13.12 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

13.13 Non-Waiver.

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

13.14 Certain Representations and Warranties.

(a) The City represents and warrants to SID the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) SID represents and warrants to the City the following: (i) all required approvals have been obtained, and SID has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by SID and constitutes a valid and binding obligation of SID, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

13.15 Time of the Essence. Time is of the essence in this Agreement and all of its provisions.

13.16 Governing Law; Damages; Attorneys' Fees.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to otherwise applicable principles of conflicts of law. Subject to compliance with the provisions of Section 13.2 hereof, any dispute related to this Agreement shall be resolved in the Iowa District Court in and for Dubuque County.

(b) Notwithstanding anything to the contrary herein, under no circumstances will any party be liable to another party for any indirect, special, punitive or consequential damages including, but not limited to, any claim for loss of business.

(c) If any action is filed related to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the other sums the unsuccessful party may be called upon to pay, a reasonable sum for the successful party's attorneys' fees.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

SCHMITT ISLAND DEVELOPMENT CORPORATION

By: Kathy J Buhr
Name: Kathy Buhr
Title: Board President

EXHIBIT A

MANAGED SCHMITT ISLAND ASSETS

- Dubuque Ice Arena and all buildings and improvements immediately adjacent thereto
-

EXHIBIT B
LAND AND WATER CONSERVATION REGULATIONS APPLICABLE TO AREA COVERED BY AGREEMENT

Regulatory Matrix

Regulatory Agency	Regulation Summary	Review/Approval Process Anticipated Timeline	Steps to Move Forward	Perceived Difficulty of Proceeding (1=Likely 10=Unlikely)	Potential Cost or Mitigation Implication
Army Corps of Engineers	Navigable Waters Wetlands Discharge of Fill from Dredging Fed. Bridge over Puosta Channel	30–160 days for Joint Application response	Send in Joint Application for Specific Project Identify if covered under Section 10 or 404 Permit	Depends on Project. 3 to 8	If loss is over 0.1 Acre, Replacement ratio is case to case. Wetland Banking: $40,000–$55,000/acre, but no wetland bank serves the DBQ area at the current time. No Permit Fee
Iowa DNR Floodplain Management	Floodplain/Floodway	30–160 days for Joint Application response	Send in Joint Application for Specific Project Letter of Map Amendment - North Point of Island - LIDAR is 611–612 BFE = 611	Depends on Project. 3 to 8 7 to 9	No Permit Fee
Iowa DNR Sovereign Lands*	Threatened & Endangered Species Rare Natural Communities Sensitive Habitat	4–6 weeks for their office 30–160 days for Joint Application response	Send in Joint Application for Specific Project	Depends on Project. 3 to 8	No Permit Fee Potential for "take" (destroying T&E species)
Iowa DNR Wetland Permitting	Wetlands	Only involved if Corps needs 401 Water Quality Certificate		N/A	See entry for Corps of Engineers
Iowa DOT	Bridges Special Projects City Island Bridge FHWA No. 604440	3 months–1 year	Send in Project Concept Submit Application and Agreement for Use of Highway ROW of Utility Accommodation	2 to 4	No Application Fee
Wisconsin DOT	Bridges Statewide	No estimate because of all the different options that may be presented.	It is not standard practice to allow decorative lighting on state bridges in Wisconsin	8 to 10	No Application Fee
Coast Guard	Navigation Buoys Bridge Lighting	30–60 Days	Send in letter with proposed lighting. No bright white lights shining outward towards the river. No flashing lights, however, lights can change color over time. Keep red lighting away from piers. May need remote shut-off linked to marine operators channel VHF 28.	1 to 3	No Application Fee
National Park Service/Iowa DNR	Land & Water Conservation Fund Chaplain Schmitt Memorial Park 5109853.09 1963 Approved, Completed in 1987, Project #IO65-XXX	One Year +/-		6 to 9	Land Value, Construction of Replacement Site
US Fish & Wildlife	Threatened & Endangered Species	Only involved if needed		N/A	
City of Dubuque	Current Leases Engineering - Yacht Basin (3) Leisure Services - Water Sports Club, Ice Arena City Budget Office - DRA (2), Hilton	None, unless lease renewal is up No clause in the leases to end the agreement	None, unless lease renewal is up No clause in the leases to end the agreement		
City of Dubuque	PUD Zoning & Design Review Guidelines Site Plan Review Building Permit Floodplain Permit	30–60 days for review and response	Zoned PUD Planned Unit Development; submit applications for Design Review Committee, site plan review, building and floodplain permits as required for specific projects	Depends on Project: 1 to 2	Application and permitting fees

*Note: Chaplain Schmitt Island is City-owned and therefore a Sovereign Land permit is not required. However, they would provide recommendations for proposed projects.

Regulatory Matrix

Regulatory Agency	Regulation Summary	Review/Approval Process Anticipated Timeline	Steps to Move Forward	Perceived Difficulty of Proceeding (1=Likely 10=Unlikely)	Potential Cost or Mitigation Implication
Army Corp of Engineers	Navigable Waters Wetlands Discharge of Fill from Dredging Ped. Bridge over Peosta Channel	30-160 days for Joint Application response	Send in Joint Application for Specific Project Identify if covered under Section 10 or 404 Permit	Depends on Project, 3 to 8	If loss is over 0.1 Acre. Replacement ratio is case to case. Wetland Banking: $40.000-$55,000/acre, but no wetland bank serves the DBQ area at the current time. No Permit Fee
Iowa DNR Floodplain Management	Floodplain/Floodway	30-160 days for Joint Application response	Send in Joint Application for Specific Project Letter of Map Amendment - North Point of Island - LIDAR is 611-612 BFE = 611	Depends on Project, 3 to 8 7 to 9	No Permit Fee
Iowa DNR Sovereign Lands*	Threatened & Endangered Species Rare Natural Communities Sensitive Habitat	4-6 weeks for their office 30-160 days for Joint Application response	Send in Joint Application for Specific Project	Depends on Project, 3 to 8	No Permit Fee Potential for "take" (destroying T&E species)
Iowa DNR Wetland Permitting	Wetlands	Only involved if Corps needs 401 Water Quality Certificate		N/A	See entry for Corps of Engineers
Iowa DOT	Bridges Special Projects City Island Bridge FHWA No. 604440	3 months - 1 year	Send in Project Concept Submit Application and Agreement for Use of Highway ROW of Utility Accommodation	2 to 4	No Application Fee
Wisconsin DOT	Bridges Statewide	No estimate because of all the different options that may be presented.	It is not standard practice to allow decorative lighting on state bridges in Wisconsin	8 to 10	No Application Fee
Coast Guard	Navigation Buoys Bridge Lighting	30 -60 Days	Send in letter with proposed lighting. No bright white lights shining outward towards the river. No flashing lights, however, lights can change color over time. Keep red lighting away from piers. May need remote shut-off linked to marine operators channel VHF 28.	1 to 2	No Application Fee
National Park Service/Iowa DNR	Land & Water Conservation Fund Chaplain Schmitt Memorial Park $109,853.00 1983 Approved, Completed in 1987, Project #1065-XXX	One Year +/-		6 to 9	Land Value, Construction of Replacement Site
US Fish & Wildlife	Threatened & Endangered Species	Only involved if needed		N/A	
City of Dubuque	Zoning	Zoned CR - Commercial Recreation			
City of Dubuque	Current Leases Engineering - Yacht Basin (3) Leisure Services - Water Sports Club, Ice Arena City Budget Office - DRA (2), Hilton	None, unless lease renewal is up No clause in the leases to end the agreement	None, unless lease renewal is up No clause in the leases to end the agreement		

*Note: Chaplain Schmitt Island is City owed and therefore a Sovereign Land permit is not required. However, they would provide recommendations for proposed projects

EXHIBIT C

CITY OF DUBUQUE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to certificate of insurance.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of Insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit J

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

INSURANCE SCHEDULE L (continued)

OR

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

D) **UMBRELLA/EXCESS LIABILITY** **$1,000,000**

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

E) **CONCESSIONAIRE BOND**

X Yes ___ No

Amount **$25,000**

F) **DRAMSHOP / LIQUOR LIABILITY** **$3,000,000**

X Yes ___ No

G) **CYBER LIABILITY/BREACH** **$1,000,000**

X Yes ___ No

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

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Addendum to Management Agreement

This Addendum (this "Addendum") is effective as of the date of the last signature below (the "Effective Date"). This Addendum is attached to and a made part of that certain Management Agreement dated as of January 1, 2024, by and between the City of Dubuque, Iowa and Schmitt Island Development Corporation (the "Agreement"). Capitalized terms used and not otherwise defined in this Schedule shall have the meanings ascribed to such terms in the Agreement.

This Addendum constitutes an addendum referenced in Section 2.3(n) of the Agreement and sets forth the following specific services to be provided by SID or a Third-Party Contractor with respect to the Dubuque Ice Arena (the "Ice Arena"):

- Hire and supervise an onsite Ice Center Operations Manager and assist said Ice Center Operations Manager with hiring, supervising, and directing employees and personnel consistent with the provisions of the Agreement.

- Cause the Ice Center Operations Manager to develop and maintain all schedules for events and activities held at the Ice Arena in a manner that maximizes the use thereof.

- Make parking available in the Ice Arena parking lot for off-site public events when such events will not conflict with Ice Arena events, which parking may be made available at a reasonable rental fee.

- Keep the sidewalks and pathways at the Ice Arena cleared of snow and ice; provided, however, that the City and SID acknowledge and agree that the City shall retain all responsibility for maintaining parking lots (including the removal of snow) and landscaping (including the mowing of grass) at or on the Managed Schmitt Island Assets, including at the Ice Arena.

- Manage and staff the catering and concession services at the Ice Arena for the sale through manual service, vending machines and other methods. This responsibility includes but is not limited to:

    (i) Food and beverage serving locations must be maintained and cleaned to the standard or quality required by law and in no event in less quality than before January 1, 2024. Food and beverage serving areas must be cleaned within twelve (12) hours of each event's conclusion.

    (ii) SID or Third Party Contractor will use reasonable commercial efforts under the circumstances to ensure the food and beverage services at the Ice Arena are operated and conducted pursuant to industry standards for this type of facility.

    (iii) All food and beverages sold or served at the Ice Arena must be of the same or similar standard of quality and purity for the type of food or beverage provided at the Ice Arena before January 1, 2024; must be stored and handled at all times consistent with industry standards of sanitation, preservation, and purity; must be well prepared and promptly served; and must conform to the requirements of all applicable laws, statues, ordinances, and regulations.

(iv) Employees or other personnel retained by SID or Third Party Contractor to staff or provide services at the Ice Arena shall manage all appropriate food and beverage requirements necessary to fulfill the purposes of the Agreement at the Ice Arena.

(v) During all events open to the general public at the Ice Arena where there are food and beverage sales, staff shall ensure that signs are posted and menus are provided advertising the prices of all items offered for sale; provided, that, the foregoing is not applicable or required for catered events or events not open to the general public.

- Ensure that employees staffed at the Ice Arena will perform their duties during the Initial Term or Renewal Term, if any, in such a manner that all persons who patronize the Ice Arena are treated in an orderly, safe, and courteous manner by such employees or staff.

- Maintain public skating as a priority, but not exclusive, use of the Ice Arena. To that end, other than the specific dates and times agreed to in any ice usage agreement between SID and Northern Lights Hockey LLC, the Ice Arena will be generally scheduled for and open to public uses including, but not limited to, public skating, learn to skate classes and programs, youth hockey, figure skating, broomball, curling, adult hockey, fitness users, birthday parties and similar recreational activities.

- Prohibit the use of tobacco products in the Ice Arena, and inform all employees and staff assigned to the Ice Arena to use their best efforts to enforce such prohibition.

- Limit the use of tobacco products outside the Ice Arena to only designated areas, and inform employees and staff assigned to the Ice Arena to use their best efforts to enforce this restriction.

From and after the Effective Date, all references in Section 2.3(n) of the Agreement to any addendum shall be deemed to include this Addendum.

CITY OF DUBUQUE, IOWA

By: _____
Name: Brad M. Cavanagh
Title: Mayor
Date: 4-22-2024

SCHMITT ISLAND DEVELOPMENT CORPORATION

By: _____
Name: Kathy Buhr
Title: Board President
Date: 1-11-2024

Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 18.

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

ATTACHMENTS:

1. Certified List

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City
2007•2012•2013
2017★2019

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

June 11, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Officer was administered on May 31, 2025. We, The Civil Service Commission, hereby certify that the individuals listed below have passed this written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2026.

Police Officer

1. Wyatt Sharkey
2. Stephanie Sanders
3. Carlo Dannenfelser
4. Nabih Maady
5. Tyler McDonald
6. Jensen Block
7. Cody Stinson
8. Steven Jonas – Transfer Score
9. Brody Kremer – Transfer Score
10. Lou Martinez
11. Yesscenia Cueller VanNatta

Respectfully Submitted,

Civil Service Commissioner

Copyrighted
June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 19.

ITEM TITLE:	Retail Alcohol License Refund - Hy-Vee Market Cafe #3
SUMMARY:	Request from Hy-Vee Market Cafe #3 for a refund of Retail Alcohol License No. LC0041572 that was located at 400 Locust Street due to alcohol no longer sold at the premises.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Dubuque 3 - Liquor Refund Request
2. Iowa ABD email Notice

Date: 6/4/2025

To The Honorable Mayor
and City Council
Dubuque, IA. 52001

Dear Mayor and Council Members:

I am hereby requesting a refund on Retail Alcohol License No. LC0041572,
issued on 3/2/2025 and expiring on 3/1/2026.

I discontinued business on 5/1/2025 because Alcohol is no longer sold on premise,
and respectfully request your Honorable Body to grant a refund of $609.37
per the notification received by the Iowa Alcohol Beverage Division (Iowa ABD)

Respectfully Submitted,

Andrew Schroeder on behalf of Hy-Vee, Inc.
Name

Hy-Vee Market Cafe #3
D/B/A

400 Locust Street Cafe Area
Address of Business

420325638
Federal Tax #

MAIL CHECK TO:

Hy-Vee, Inc. Attn Katie Nylen

5820 Westown Pkwy West Des Moines, IA 50266

Subject: LC0041572 - Hy-Vee Market Cafe #3 - License Refund
To: <knylen@hy-vee.com>

Dear Licensee/Permittee:

We have recently mailed a state warrant to you in the amount of $609.38 which was issued in payment of a refund on your Liquor License. You should receive the check in just a few days.
Please contact the CITY/COUNTY for their portion of the refund in the amount of $609.37.

Please let us know if you should have any questions in regard to your refund.

Thank you,

Thank you,

Stephanie Clark
Accounting Technician II
Financial Services Division
Iowa Department of Revenue
1918 SE Hulsizer Road, Ankeny IA 50021
515-281-7400 main
515-322-9267 mobile
Stephanie.Clark@iowa.gov
revenue.iowa.gov

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 20.

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

ATTACHMENTS:

1. MVM Memo
2. JUNE 16th AGENDA
3. Staff Memo
4. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- 1st & Main-101-123 Main St.
- 7 Hills Brewing Co, LLC-1085 Washington St. & 1098 Jackson St.
- Adobo's Mexican Grill- 756 Main St.
- American Legion Post 6-1306 Delhi St.
- Auto Workers Aft-Clo-3450 Central Ave.
- Diamond Jo Casino-301 Bell St.
- E.J.'s Wine Shop-955 Washington St. Suite 105a
- Fischer Lanes-880 Locust St.
- Five Flags Center-405 Main St.
- House of China-170 JFK Rd.
- Jubeck New World Brewing-115 West 11th St.
- Kwik Star 236-2035 JFK Rd.
- Kwik Star 495-2685 Dodge St.
- Oolong Asia Cuisine-145 West 11th St.
- Paul's Tavern-176 Locust St.
- Smokestack Industries-62 East 7th St.
- The Grand Opera House-135 West 8th St.

New Applications

- Guru Kirpa, 2100 John F. Kennedy Rd.

Special Event(s) per Special Event Application Submittal

- Parker's Pit Stop 6-20-25 to 6-24-25, City owned parking lot off East 3rd St and Bell St

DATE: June 10, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: 1st & Main-101-123 Main St., 7 Hills Brewing Co, LLC-1085 Washington St. & 1098 Jackson St., Adobo's Mexican Grill- 756 Main St., American Legion Post 6-1306 Delhi St., Auto Workers Aft-Clo-3450 Central Ave., Diamond Jo Casino-301 Bell St., E.J.'s Wine Shop-955 Washington St. Ste 105a., Fischer Lanes-880 Locust St., Five Flags Center-405 Main St., House of China-170 JFK Rd., Jubeck New World Brewing-115 West 11th St., Kwik Star 236-2035 JFK Rd., Kwik

Star 495-2685 Dodge St., Oolong Asia Cuisine-145 West 11th St., Paul’s Tavern-176 Locust St., Smokestack Industries-62 East 7th St., The Grand Opera House-135 West 8th St.; and City Clerk Adrienne Breitfelder is recommending City Council approval for New Applications: Guru Kirpa, 2100 John F. Kennedy Rd.; Special Event(s) per Special Event Application Submittal: Parker's Pit Stop 6-20-25 to 6-24-25, City owned parking lot off East 3rd St and Bell 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

DATE: June 05, 2025

TO: Michael C. Van Milligan
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- 1st & Main-101-123 Main St.
- 7 Hills Brewing Co, LLC-1085 Washington St. & 1098 Jackson St.
- Adobo's Mexican Grill- 756 Main St.
- American Legion Post 6-1306 Delhi St.
- Auto Workers Aft-Clo-3450 Central Ave.
- Diamond Jo Casino-301 Bell St.
- E.J.'s Wine Shop-955 Washington St. Suite 105a
- Fischer Lanes-880 Locust St.
- Five Flags Center-405 Main St.
- House of China-170 JFK Rd.
- Jubeck New World Brewing-115 West 11th St.
- Kwik Star 236-2035 JFK Rd.
- Kwik Star 495-2685 Dodge St.
- Oolong Asia Cuisine-145 West 11th St.
- Paul's Tavern-176 Locust St.
- Smokestack Industries-62 East 7th St.
- The Grand Opera House-135 West 8th St.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

1st & Main-101-123 Main St.

Since the last renewal date there have been 2 calls for service to the establishment. There were 1 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.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2024-005618	Public Intox	Arrest
2024-006381	Physical Fighting	Report Taken

7 Hills Brewing Co, LLC-1085 Washington St. & 1098 Jackson St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime 0 against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Adobo's Mexican Grill- 756 Main St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

American Legion Post 6-1306 Delhi St.

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2024-008925	Public Intox	Arrest

Auto Workers Aft-Clo-3450 Central Ave.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons,0 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Diamond Jo Casino-301 Bell St.

Since the last renewal date there have been 8 calls for service to the establishment. There were 0 disturbances, 3 crimes against persons, 0 crimes against property, and 5 public morals calls. Additionally, there were 6 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2024-005465	Public Intox	Arrest
2024-007759	Public Intox	Arrest
2024-008412	Assault	Arrest
2024-008993	Theft	Report Taken
2024-009327	Possession of Controlled Substances	Arrest
2025-000082	Possession of Controlled Substances	Arrest
2025-000126	Possession of Controlled Substances	Arrest
2025-003057	Theft	Report Taken

E.J.’s Wine Shop-955 Washington St. Suite 105a

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.

Fischer Lanes-880 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.

Five Flags Center-405 Main 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.

House of China-170 JFK Rd.

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.

Jubeck New World Brewing-115 West 11th 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.

Kwik Star 236-2035 JFK Rd.

Since the last renewal date there have been 3 calls for service to the establishment. There were 0 disturbances, 2 crimes against persons, 1 crime against property, and 0 public morals call. Additionally, there were 2 individual violation and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2024-004650	Theft	Report Taken
2024-005805	Criminal Mischief	Arrest
2024-006682	Theft	Arrest

Kwik Star 495-2685 Dodge St.

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

Oolong Asia Cuisine-145 West 11th 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.

Paul's Tavern-176 Locust St.

Since the last renewal date there have been 2 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 1 crime against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2024-005589	Criminal Mischief	Report Taken
2024-008093	Public Intox	Arrest

Smokestack Industries-62 East 7th St.

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 1 crime against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 1 individual violation and 0 violations against the business

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2024-008926	Harassment	Arrest

The Grand Opera House-135 West 8th 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.

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: 1st & Main-101-123 Main St., 7 Hills Brewing Co, LLC-1085 Washington St. & 1098 Jackson St., Adobo's Mexican Grill- 756 Main St., American Legion Post 6-1306 Delhi St., Auto Workers Aft-Clo-3450 Central Ave., Diamond Jo Casino-301 Bell St., E.J.'s Wine Shop-955 Washington St. Ste 105a., Fischer Lanes-880 Locust St., Five Flags Center-405 Main St., House of China-170 JFK Rd., Jubeck New World Brewing-115 West 11th St., Kwik Star 236-2035 JFK Rd., Kwik Star 495-2685 Dodge St., Oolong Asia Cuisine-145 West 11th St., Paul's Tavern-176 Locust St., Smokestack Industries-62 East 7th St., The Grand Opera House-135 West 8th St.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license. Renewals for: 1st & Main-101-123 Main St., 7 Hills Brewing Co, LLC-1085 Washington St. & 1098 Jackson St., Adobo's Mexican Grill- 756 Main St., American Legion Post 6-1306 Delhi St., Auto Workers Aft-Clo-3450 Central Ave., Diamond Jo Casino-301 Bell St., E.J.'s Wine Shop-955 Washington St. Ste 105a., Fischer Lanes-880 Locust St., Five Flags Center-405 Main St., House of China-170 JFK Rd., Jubeck New World Brewing-115 West 11th St., Kwik Star 236-2035 JFK Rd., Kwik Star 495-2685 Dodge St., Oolong Asia Cuisine-145 West 11th St., Paul's Tavern-176 Locust St., Smokestack Industries-62 East 7th St., The Grand Opera House-135 West 8th St.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: June 5, 2025

SUBJECT: Retail Alcohol License Approvals for the following:

New Applications
- Guru Kirpa, 2100 John F. Kennedy Rd.

Special Event(s) per Special Event Application Submittal
- Parker's Pit Stop 6-20-25 to 6-24-25, City owned parking lot off East 3rd St and Bell 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

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

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	
Guru Kirpa	2100 John F. Kennedy Rd.
Renewals	
1st & Main	101 - 123 Main St.
7 Hills Brewing Co, LLC	1085 Washington St. and 1098 Jackson St.
Adobo's Mexican Grill	756 Main St.
American Legion Post 6	1306 Delhi St.
Auto Workers AFL-CIO	3450 Central Ave.
Diamond Jo Casino	301 Bell St.
E.J.'S Wine Shop	955 Washington St., Suite 105A
Fischer Lanes	880 Locust St.
Five Flags Center	405 Main St.
House Of China Co	170 John F Kennedy Rd.
Jubeck New World Brewing	115 West 11th St.
Kwik Star 236	2035 John F Kennedy Rd.
Kwik Star 495	2685 Dodge St.
Oolong Asia Cuisine	145 West 11th St.
Paul's Tavern	176 Locust St.

Smokestack Industries	62 East 7th St.
The Grand Opera House	135 West 8th St.
Special Event(s) per Special Event Application Submittal	
Parker's Pit Stop 6-20-25 to 6-24-25	City owned parking lot off East 3rd St and Bell St

Passed, approved, and adopted this 16th day of June 2025.

_____

Brad M. Cavanagh, Mayor

Attest:

_____

Adrienne N. Breitfelder, City Clerk

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June 16, 2025

City of Dubuque
City Council

CONSENT ITEMS # 21.

ITEM TITLE:	Approval of Retail or Device Tobacco, Alternative Nicotine, and Vapor Product Permit Applications
SUMMARY:	City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted. **RESOLUTION** Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Tobacco Staff Memo
3. Tobacco Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: June 12, 2025

City Clerk Adrienne Breitfelder is recommending City Council approval of retail permits for Tobacco, Device, Alternative Nicotine, and Vapor Products effective July 1, 2025, to June 30, 2026, for the following retailers.

Business Name	Business Address	Permit Type
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Device Retailer
Great Vape LLC The	3250 Central Ave	Device Retailer
Moondog Music	806 Wacker Dr Ste 120	Device Retailer
Pink Clouds Smoke Shop	3301 Pennsylvania Ave	Device Retailer
BSJ 786 LLC	1248 Iowa St	Retail Tobacco
Central Grocery and Beauty	1572 Central Ave.	Retail Tobacco
Dolphs Bar	333 East 10th St.	Retail Tobacco
First Reserve	210 W 1st St	Retail Tobacco
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Retail Tobacco
Moondog Music	806 Wacker Dr Ste 120	Retail Tobacco

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: June 12, 2025

Pursuant to Iowa Code §453A.47A and §453E.3, a retail permit is required to sell tobacco, tobacco products, alternative nicotine products, vapor products, or devices at any place of business or through delivery sales within the state of Iowa. All permits expire annually on June 30 and are classified as either device retailer permits or retail tobacco permits, with the latter covering tobacco, tobacco products, alternative nicotine products, and vapor products. The Iowa Department of Revenue (IDOR) administers the retail permitting requirements outlined in these sections and coordinates with local governments on permit approvals. The City Clerk's Office is responsible for processing all permit applications for businesses located within city limits. Once a completed application is received, it is approved by the City Council before it is submitted to the IDOR for further action.

Upon confirmation that the City Clerk's Office has received the completed applications, I recommend approving the permits for retail tobacco, tobacco products, alternative nicotine products, vapor products, and devices effective July 1, 2025 to June 30, 2026 for the following retailers.

Business Name	Business Address	Permit Type
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Device Retailer
Great Vape LLC The	3250 Central Ave	Device Retailer
Moondog Music	806 Wacker Dr Ste 120	Device Retailer
Pink Clouds Smoke Shop	3301 Pennsylvania Ave	Device Retailer
BSJ 786 LLC	1248 Iowa St	Retail Tobacco
Central Grocery and Beauty	1572 Central Ave.	Retail Tobacco
Dolphs Bar	333 East 10th St.	Retail Tobacco
First Reserve	210 W 1st St	Retail Tobacco
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Retail Tobacco
Moondog Music	806 Wacker Dr Ste 120	Retail Tobacco

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100.
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100.

RESOLUTION NO.

APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCT S OR DEVICE S, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product s or Device retail s have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective July 1, 2025 to June 30, 2026.

Business Name	Business Address	Permit Type
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Device Retailer
Great Vape LLC The	3250 Central Ave	Device Retailer
Moondog Music	806 Wacker Dr Ste 120	Device Retailer
Pink Clouds Smoke Shop	3301 Pennsylvania Ave	Device Retailer
BSJ 786 LLC	1248 Iowa St	Retail Tobacco
Central Grocery and Beauty	1572 Central Ave.	Retail Tobacco
Dolphs Bar	333 East 10th St.	Retail Tobacco
First Reserve	210 W 1st St	Retail Tobacco
Greenleaf Tobacco & Vape	1620 John F Kennedy Rd	Retail Tobacco
Moondog Music	806 Wacker Dr Ste 120	Retail Tobacco

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

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June 16, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Setting a Public Hearing - Petition to Vacate Certain Street and Alley Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa For Vacating Petition from Elaine Reiss and Doug Blong
SUMMARY:	City Manager recommending City Council set a public hearing for July 7th, 2025, in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street) for the vacating of certain street and alley right of way easements in Julien Addition, in the City of Dubuque, Iowa. **RESOLUTION** Resolution Of Intent To Vacate And Dispose Of City Interest In Certain Street And Alley Easements In Julien Addition, City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for July 7, 2025

ATTACHMENTS:

1. MVM Memo
2. 1 reiss blong street & alley ease vacate memo set PH
3. 2 Resolution of Intent to Vacate reiss blong street alley easements
4. 3 Exhibit A reiss blong row ease area to be vacated
5. 4 EXHIBIT B LEGAL DESCRIPTION OF RIGHT OF WAY AREA REISS BLONG
6. 5 2025-05-06_VacateRequestLetter
7. 6 cc area map reiss blong harriet
8. 7 Notice_of_Public_Hearing_reiss blong street & alley ease vacate

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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing - Petition to Vacate Certain Street and Alley Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa For Vacating Petition from Elaine Reiss and Doug Blong

DATE: June 10, 2025

City Engineer Gus Psihoyos is recommending City Council set a public hearing for July 7th, 2025, in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street) for the vacating of certain street and alley right of way easements in Julien Addition, in the City of Dubuque, Iowa.

Per the attached vacation petition letter from property owners Reiss and Blong, they are requesting that the city vacate the existing city street and alley right of way easements so that they can consolidate several of their existing properties into one property. Reiss and Blong plan to convert the consolidated area into a prairie use and protect the property from being developed in the future.

The areas to be vacated will not affect other adjacent landowners as Reiss and Blong own the property on both sides of the right of ways or the subject right of way areas are inaccessible to the neighboring property owners due to extremely steep topography. The city has no plans to open or improve said street and alleys and has agreed to vacate the right of way easements at no cost to Reiss and Blong. Reiss and Blong will be responsible for all costs for publication and filing fees.

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

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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Setting a Public Hearing - Petition to Vacate Certain Street and Alley Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa
For Vacating Petition from Elaine Reiss and Doug Blong

DATE: June 4, 2025

INTRODUCTION
This memorandum requests the City Council set a public hearing for July 7th, 2025 in response to a request from property owners Elaine Reiss and Doug Blong (of common address 2501 Harriet Street) for the vacating of certain street and alley right of way easements in Julien Addition, in the City of Dubuque, Iowa.

BACKGROUND
Per the attached vacation petition letter from property owners Reiss and Blong, they are requesting that the city vacate the existing city street and alley right of way easements so that they can consolidate several of their existing properties into one property. Reiss and Blong plan to convert the consolidated area into a prairie use and protect the property from being developed in the future.

The areas to be vacated will not affect other adjacent landowners as Reiss and Blong own the property on both sides of the right of ways or the subject right of way areas are inaccessible to the neighboring property owners due to extremely steep topography. The city has no plans to open or improve said street and alleys and has agreed to vacate the right of way easements at no cost to Reiss and Blong. Reiss and Blong will be responsible for all costs for publication and filing fees.

DISCUSSION
The attached plat shows the alley right of way area proposed to be vacated. The alley right of way area to be vacated is described as Lot 186A Finley's Addition in the City of Dubuque, Iowa. The street right of way area to be vacated needs to be platted. The Atwell Group has prepared the attached vacation plat.

RECOMMENDATION
I am recommending that a public hearing should be held on July 7th 2025, for the vacation of and disposal of city interest in the street and alley right of way easements as shown and described in Exhibits A and B attached.

ACTION TO BE TAKEN

I respectfully request that the City Council set a public hearing for July 7th, 2025 for the vacation of and disposal of city interest in certain street and alley right of way easements in Julien Addition, in the City of Dubuque, Iowa through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

Prepared by Nate Kieffer, City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque 50 W. 13th St. Dubuque, IA 52001

RESOLUTION NO. -25

RESOLUTION OF INTENT TO VACATE AND DISPOSE OF CITY INTEREST IN CERTAIN STREET AND ALLEY EASEMENTS IN JULIEN ADDITION, CITY OF DUBUQUE, IOWA

Whereas, in circa 1865 the Final Plat of Julien Addition in the City of Dubuque, Iowa, was recorded in page Q-76 of Deeds in the Dubuque County Recorder's Office; and

Whereas, upon said plat the owners dedicated the streets and alley right of ways as shown on said plat to the public. Said plat grants to the public easements for street purposes only and specifies that the fee ownership of the lands under the streets belongs to the adjacent lot owners; and

Whereas, Elaine Reiss and Doug Blong (Reiss and Blong) are the owners of the following real estate in the Julien Addition in the City of Dubuque, Iowa:

LOT 1 REISS-BLONG PLACE; LOTS 173 THRU 178, LOTS 191 THRU 198, 209 THRU 216, LOTS 201, 202, 205 & 206 ALL IN JULIEN ADDITION; and
LOT 1 PETRICK PLACE; LOTS 127 THRU 130, LOTS 145 THRU 154, LOTS 159 THRU 168 & LOTS 179 THRU 182 ALL IN JULIEN ADDITION

and;

Whereas, Reiss and Blong have petitioned the City to vacate and dispose of its interest in said street and alley right of way easements adjacent to their property described above as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B.

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

Section 1. That the City of Dubuque intends to vacate and dispose of its interest in the street and alley right of way easements as shown on the attached Exhibit A and as described in the attached Exhibit B in Julien Addition in the City of Dubuque, Iowa.

Section 2. That a public hearing on the intent to vacate and dispose of all City interest in the street and alley right of way easements as shown on the attached Exhibit A and as described in the attached Exhibit B in Julien Addition in the City of Dubuque, Iowa, is hereby set for the 7th day of July, 2025, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved and adopted this 16th day of June, 2025.

_____
Brad M. Cavanagh, Mayor

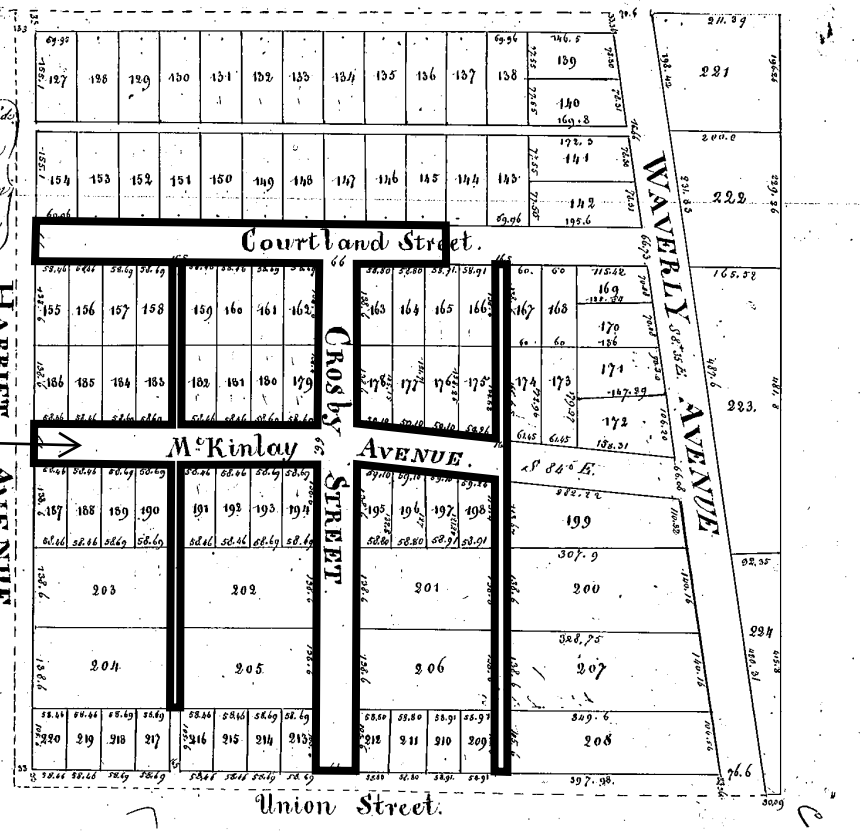
Attest:

_____
Adrienne N. Breitfelder, City Clerk

EXHIBIT A -
STREET & ALLEY RIGHT OF WAY EASEMENT VACATION AREA

Mem. The Streets are 66 feet wide & the alleys 16½ feet wide. It was originally intended to have an alley where Union Street is now placed, & the Stakes which mark the South boundaries of the Lots 208 to 220 are 16½ feet further South than they should be.

STREET & ALLEY RIGHT OF WAY EASEMENT VACATION AREA



The undersigned the Proprietors of the S½ W¼ of N.W¼ and N½ of S.W¼ of Section 7 in Township 89 North of Range 3 East hereby Subdivide the Same into Town Lots under the Name of Julien Addition and hereby dedicate the Streets and Alleys to the public for Street purposes, but for Such only, the Title to the Soil in the Streets and Alleys to belong to the owners of the Lots adjoining respectively. The land laid out for Streets Surrounding this tracts is given to the public only on condition that the adjoining corners give as much for Street purposes.

D. A. Mahony
James Mc. Mc Kinlay
Smith, Mc Kinlay & Poor
Mathias Ham
Wm. Lawther

State of Iowa }
Dubuque County } On this 7th day of April 1856 before me, a notary public of Iowa, in and for said county in person came Denis A. Mahony, James M. Mc Kinlay, Matthews Ham & Wm. Lawther who are personally known to me to be the identical persons whose names are affixed to this plat, and they severally acknowledged that the disposition of the lands as shewn by this map, is with their free consent & in accordance with their desire. In witness whereof I hereto sign my name and affix my notarial seal.

L. Robinson Notary Public

It is ordered that this plat be recorded. Witness my hand & the county Seal

L. Hempstead
County Judge of Dubuque County.

EXHIBIT B

LEGAL DESCRIPTION FOR STREET AND ALLEY RIGHT OF WAY EASEMENT VACATION AREA

ALL THAT PART OF THE COURTLAND STREET RIGHT OF WAY LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF HARRIET STREET (AKA HARRIET AVENUE) AND WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 145; AND

ALL THAT PART OF THE MCKINLAY AVENUE RIGHT OF WAY LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF HARRIET STREET (AKA HARRIET AVENUE) AND WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE ALLEY LYING BETWEEN THE COURTLAND STREET RIGHT OF WAY AND THE JANSEN STREET (AKA UNION STREET) RIGHT OF WAY; AND

ALL THAT PART OF THE ALLEY RIGHT OF WAY LYING BETWEEN THE COURTLAND STREET RIGHT OF WAY AND THE JANSEN STREET (AKA UNION STREET) RIGHT OF WAY; AND

ALL THAT PART OF THE CROSBY STREET RIGHT OF WAY LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COURTLAND STREET AND NORTH OF THE NORTH RIGHT OF WAY LINE OF JANSEN STREET (AKA UNION STREET); AND

ALL THAT PART OF THE ALLEY RIGHT OF WAY LYING SOUTH OF THE COURTLAND STREET RIGHT OF WAY AND NORTH OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 205

ALL IN JULIEN ADDITION, IN THE CITY OF DUBUQUE, IOWA

From:
Doug Blong and Elaine Reiss
2501 Harriet St.
Dubuque, IA 52001-8300
Doug Cell: 563-599-5327
Elaine Cell: 563-588-1750

Dated: 2025-06-05

To:
City of Dubuque Engineering Department
50 West 13th Street
Dubuque, Iowa 52001
563-589-4277

Subject: Request the City of Dubuque to vacate and dispose of city interest in certain street and alley easements in the Julien Addition, City of Dubuque, IA

Members of the Dubuque City Council,
We would like to request the City of Dubuque to vacate and dispose of city interest in certain street and alley easements in the Julien Addition, City of Dubuque, IA. Please refer to Exhibit A.
We would like to consolidate all our lots into one, including the interior streets and allies. Our future intent for this property is to return the landscape back to Prairie.

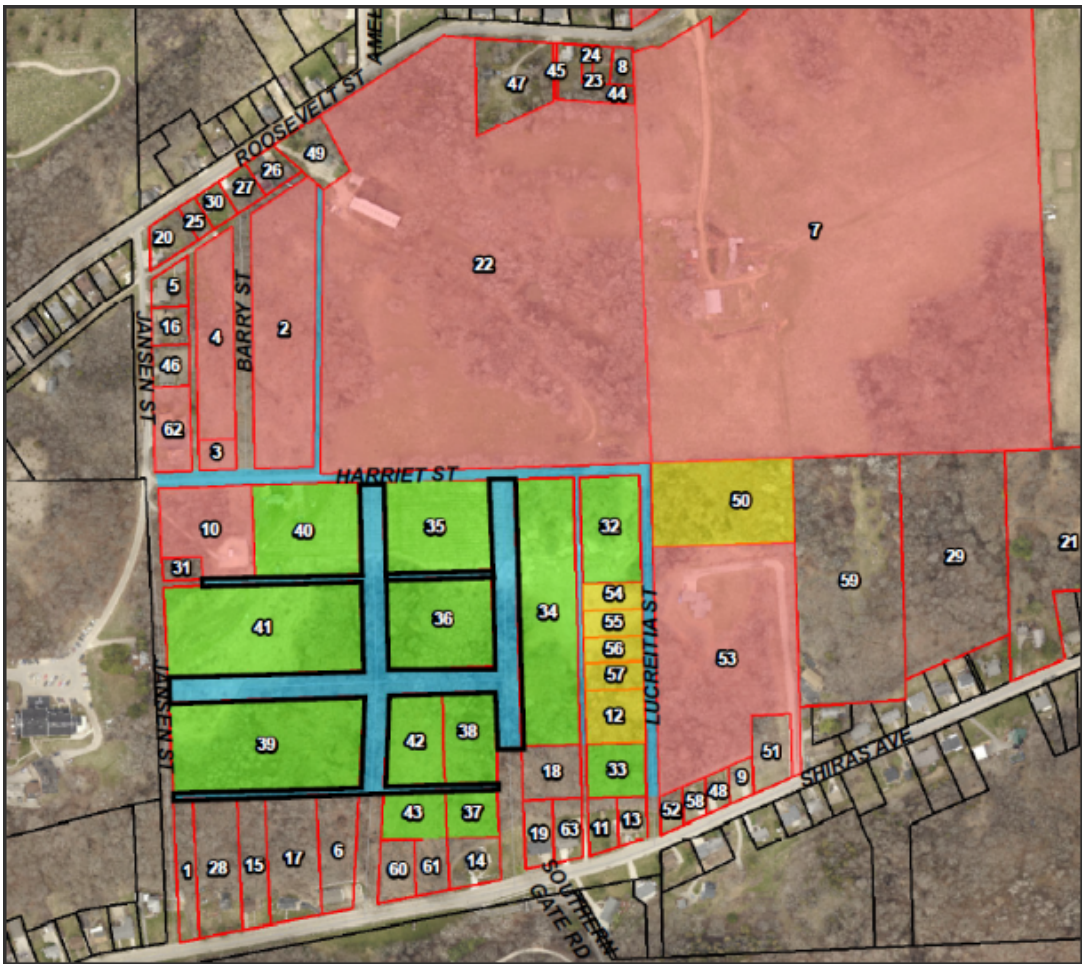
Thanks for your consideration,
Doug Blong and Elaine Reiss

Exhibit A

Legend:

Property owned by Doug Blong and Elaine Reis are green

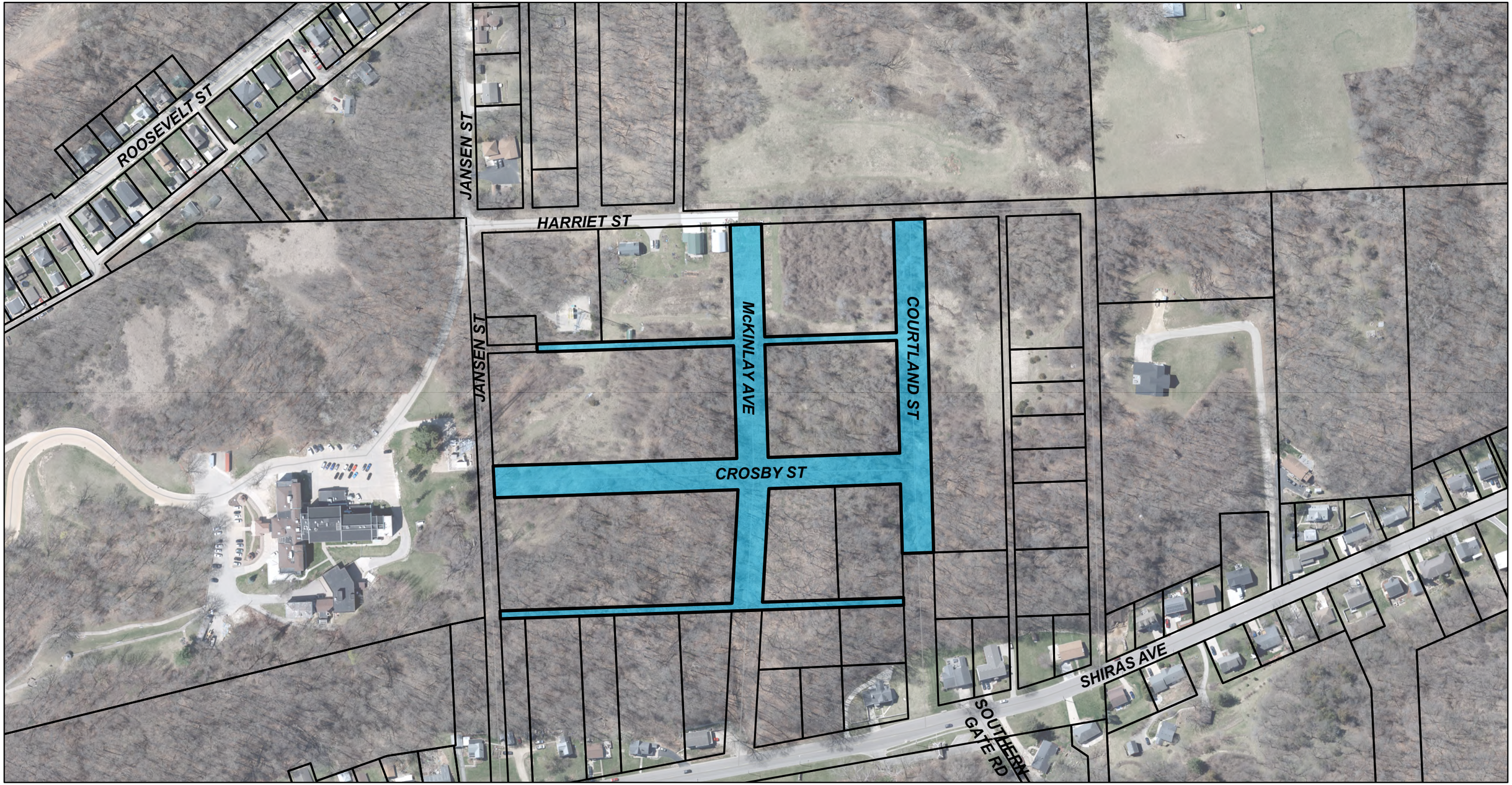
The street and allies aforementioned are blue and outlined in black.



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Area Map

Dubuque All-America City NATIONAL CIVIC LEAGUE
2007•2012•2013
2017★2019



DISCLAIMER: THIS INFORMATION WAS COMPILED USING MANY 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 USES THE MOST CURRENT AND ACCURATE INFORMATION AVAILABLE, THE CITY DOES NOT WARRANT THE ACCURACY OR CURRENCY OF THE INFORMATION OR DATA CONTAINED HEREIN. 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.

1 inch equals 200 feet

0 100 200 400
Feet

W S N E

Street & Alley Right of Way
Easement to be Vacated

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

Path: H:\Engineering\Maps for Staff\Map Project.aprx - Name of Map: Harriet Street Vacate

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 7th day of July 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 vacate and dispose of its interest in certain street and alley right of way easements in Julien Addition to the City of Dubuque, said real property is more particularly described as follows:

ALL THAT PART OF THE COURTLAND STREET RIGHT OF WAY LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF HARRIET STREET (AKA HARRIET AVENUE) AND WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 145; AND

ALL THAT PART OF THE MCKINLAY AVENUE RIGHT OF WAY LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF HARRIET STREET (AKA HARRIET AVENUE) AND WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE ALLEY LYING BETWEEN THE COURTLAND STREET RIGHT OF WAY AND THE JANSEN STREET (AKA UNION STREET) RIGHT OF WAY; AND

ALL THAT PART OF THE ALLEY RIGHT OF WAY LYING BETWEEN THE COURTLAND STREET RIGHT OF WAY AND THE JANSEN STREET (AKA UNION STREET) RIGHT OF WAY; AND

ALL THAT PART OF THE CROSBY STREET RIGHT OF WAY LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COURTLAND STREET AND NORTH OF THE NORTH RIGHT OF WAY LINE OF JANSEN STREET (AKA UNION STREET); AND

ALL THAT PART OF THE ALLEY RIGHT OF WAY LYING SOUTH OF THE COURTLAND STREET RIGHT OF WAY AND NORTH OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 205

ALL IN JULIEN ADDITION, IN THE CITY OF DUBUQUE, IOWA

At the meeting, the City Council will receive in-person and virtual 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. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

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 received by the City Clerk's Office before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed 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 16th day of June 2025.

Adrienne N. Breitfelder, CMC City Clerk

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June 16, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage - Initiate Public Bidding Process and Setting Date for a Public Hearing
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for July 7, 2025, and to approve the preliminary plans, specifications, form of contract and estimated cost of $4,450,000 for the 2025 Repair and Maintenance of the Iowa Street Parking Garage through the adoption of the attached resolution. **RESOLUTION** 2025 Repair And Maintenance Of The Iowa Street Parking Garage: 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
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for July 7, 2025

ATTACHMENTS:

1. MVM Memo
2. 2025 Repair Maintenance Iowa Parking Garage - Initiate Bid Set PH Staff MEMO
3. 2025 Repair and Maintenance of the Iowa St Parking Garage - Initiate Set PH RESOLUTION
4. 2025 Repair and Maintenance of the Iowa St Parking Garage - Notice of Hearing

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 4683000002

DATE: June 11, 2025

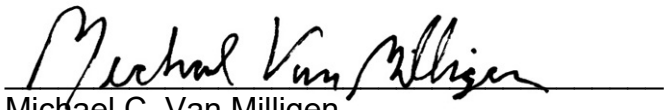
Director of Transportation Services Ryan Knuckey and Project Manager Jim Bousley are recommending City Council authorize the public bidding process and set a public hearing for July 7, 2025, and to approve the preliminary plans, specifications, form of contract and estimated cost of $4,450,000 for the 2025 Repair and Maintenance of the Iowa Street Parking Garage through the adoption of the attached resolution.

In May 2025, the City issued bids and only received one (1) bid proposal for the 2025 Repair and Maintenance of the Iowa Street Parking Garage. The single bid received was significantly over the current funding available to complete the construction improvements as proposed. As a result, the City Council rejected the single bid due to a lack of competitive bids and insufficient funding.

Following the bid rejection, City staff and the consultant team collaborated and reviewed the scope of work for the project and the base bid and alternates bid items to determine a path forward that would address the main repair priorities of the needed improvements to meet the current available funding. The team also discussed and extended the construction schedule completion date to allow contractors more time to complete the ramp repair work.

The rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage will provide for slab-on-grade asphalt and concrete repairs, full depth pan joist slab repairs, partial depth concrete repairs on garage ramps, concrete curb island removal and replacement, form and pour joist repairs, form and pour beam repairs, column repairs, waterproofing repair and enhancements, new waterproofing membrane, stair tower repairs, installation of new supplemental floor drains on roof level, electrical upgrades including circuit conduit and feeders, lighting fixtures, plumbing upgrades including waste drains, piping, hose bibs, replacement of elevator pit pump and other miscellaneous work.

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



Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Director of Transportation Services
Jim Bousley, Project Manager
Robert Schiesl, Assistant City Engineer
Russ Stecklein, Operations Supervisor Transportation Services

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services
Jim Bousley, Project Manager

DATE: June 11, 2025

SUBJECT: Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 4683000002

INTRODUCTION

This memorandum requests the City Council authorize initiating the rebidding process and set a public hearing on July 7, 2025, for the 2025 Repair and Maintenance of the Iowa Street Parking Garage.

BACKGROUND

In 2022 the City issued a Request for Proposals for a Parking Ramp Maintenance Needs Assessment. In November of 2022 the City Council approved awarding of the contract to Desman, Inc. of Chicago, Illinois.

The Iowa Street Ramp condition assessment report completed by Desman indicated several areas in the Iowa Street parking ramp that need repairs and maintenance work. A professional services contract was signed with Desman to provide design and construction administration services for structural repairs.

DISCUSSION

In May 2025, the City issued bids and only received one (1) bid proposal for the 2025 Repair and Maintenance of the Iowa Street Parking Garage. The single bid received was significantly over the current funding available to complete the construction improvements as proposed. As a result, the City Council rejected the single bid due to a lack of competitive bids and insufficient funding.

Following the bid rejection, City staff and the consultant team collaborated and reviewed the scope of work for the project and the base bid and alternates bid items to determine a path forward that would address the main repair priorities of the needed improvements to meet the current available funding. The team also discussed and extended the construction schedule completion date to allow contractors more time to complete the ramp repair work.

The rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage will provide for slab-on-grade asphalt and concrete repairs, full depth pan joist slab repairs, partial depth concrete repairs on garage ramps, concrete curb island removal and replacement, form and pour joist repairs, form and pour beam repairs, column repairs, waterproofing repair and enhancements, new waterproofing membrane, stair tower repairs, installation of new supplemental floor drains on roof level, electrical upgrades including circuit conduit and feeders, lighting fixtures, plumbing upgrades including waste drains, piping, hose bibs, replacement of elevator pit pump and other miscellaneous work.

ALTERNATE BID ITEMS

As part of the Iowa Parking Garage project, the scope of work for the alternates bid items was revised. The bid documents will include alternates bid items that are lower priority which staff believe is in the City's best interest to receive bids and pricing that will be evaluated for potential consideration if sufficient funds are available.
that can be evaluated for potential consideration

Based on the bids received, if the City elects not to select any alternatives the base bid will be used as the basis for the recommended award for this project.

PROJECT SCHEDULE

The project development schedule is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	June 16, 2025
Publish Notice to Bidders, Advertise for Bids	June 20,2025
Publish Notice of Public Hearing on Plans and Specs	June 20,2025
Public Hearing on Plans and Specifications	July 7 2025
Receipt of Bid Proposals (Bid Letting)	July 11, 2025
Award Construction Contract	July 21, 2025
Project Completion Date	July 31, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the 2025 Repair and Maintenance of the Iowa Street Parking Garage. I further recommend establishing the date of July 7, 2025, for the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage is summarized as follows:

PROJECT COSTS	ESTIMATE
Construction Contract - Base Bid	$ 4,450,000
Construction Contract - Alternate Bid	410,000
Contingency	486,000
Consultant Services Design - Desman	116,200
Consultant Services Construction - Desman	148,600
City Staff Services, Construction Administration & Inspection	70,000
Total Project Cost	**$5,680,800**

The proposed funding for the project is summarized in the following table:

Project No.	Fund Description	Fund Amount
4683000002	Parking Ramp Maintenance (FY25)	$ 5,213,362
4683000002	Parking Ramp Maintenance (FY26)	467,438
Total Project Funding		**$ 5,680,800**

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for July 7, 2025, and to approve the preliminary plans, specifications, form of contract and estimated cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage through the adoption of the attached resolution.

RSS/kb

cc:

Robert Schiesl, Assistant City Engineer
Russ Stecklein, Operations Supervisor Transportation Services

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

RESOLUTION NO. _____ -25

2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE

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

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 2025 Repair and Maintenance of the Iowa Street Parking Garage in the estimated base bid amount of $4,450,000, 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 7th day of July, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 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.

The 2025 Repair and Maintenance of the Iowa Street Parking Garage is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 11th day of July 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 19th day of May 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 16th day of June 2025.

Attest: Brad M. Cavanagh, Mayor

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 2025 Repair and Maintenance of the Iowa Street Parking Garage, in accordance with the provisions of Chapter 26, Code of Iowa, on the 7th day of July, 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 includes slab-on-grade asphalt and concrete repairs, full depth pan joist slab repairs, partial depth concrete repairs on garage ramps, concrete curb island removal and replacement, form and pour joist repairs, form and pour beam repairs, column repairs, waterproofing repair and enhancements, new waterproofing membrane, stair tower repairs, installation of new supplemental floor drains on roof level, electrical upgrades including circuit conduit and feeders, lighting fixtures, plumbing upgrades including waste drains, piping, hose bibs, replacement of elevator pit pump and other miscellaneous work shown on the drawings or in the specifications and not otherwise enumerated in bid items.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 16th day of June 2025.

Adrienne N. Breitfelder, CMC, City Clerk

Copyrighted
June 16, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Water System Improvements 2024 North English Road Water Main Extension project - Initiate Public Bidding and Set the Public Hearing Date
SUMMARY:	City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of $1,620,000.00 for the Water System Improvements 2024 North English Road Water Main Extension project, set the public hearing date of July 21, 2025, and hereby authorize the Water Department to advertise the project for public bidding. **RESOLUTION** To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and the taking of bids therefor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for July 21, 2025

ATTACHMENTS:

1. MVM Memo
2. N Cascade Rd to N English Rd WM Extension Set PH Initiate Bidding 6.16.2025
3. N Cascade Rd to N English Rd WM Extension Resolution 6.16.2025

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Water System Improvements 2024 North English Road Water Main Extension project - Initiate Public Bidding and Set the Public Hearing Date

DATE: June 11, 2025

Water Department Director Christopher Lester is recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of $1,620,000.00 for the Water System Improvements 2024 North English Road Water Main Extension project, set the public hearing date of July 21, 2025, and hereby authorize the Water Department to advertise the project for public bidding.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Carl Plumley, Water Distribution Supervisor

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: June 10, 2025

SUBJECT: Water System Improvements 2024 North English Road Water Main Extension project - Initiate Public Bidding and Set the Public Hearing Date

INTRODUCTION

The purpose of this memorandum is to establish the date for the public hearing and to initiate the public bidding procedure for the Water System Improvements 2024 North English Road Water Main Extension project.

BACKGROUND

The City of Dubuque's Water Department has identified a phased capital improvement program to extend and make necessary improvements throughout the community. The improvements are primarily associated with the water distribution system. These improvements will address water resiliency, reduce bottlenecks, improve water storage and pumping at key locations throughout the community to support the existing customer base and prepare the city for increased demands associated with existing and new customers. The improvements will also assist the City's need to reduce and better manage dead-end water mains and other areas where the water age and water quality can suffer due to lack of circulation.

In 2022, Origin Design was awarded the City-Wide Water Distribution System, Storage, and Pumping Improvements Project and completed the preliminary design identifying five (5) capital projects.

One of the five projects is the North English Road Water Main Extension project that will bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road. This project will allow continued extensions, looping water main along the SW Arterial between USHWY 151/61 to USHWY 20 while also providing service between pressure zones and increasing water service reliance to the city's southern and western most customers.

Origin also prepared and assisted the city in securing an Iowa SRF loan for the proposed improvements, and a Planning and Design Loan.

DISCUSSION

Origin Design has completed the plans and specifications for the installation of a 12-inch water main extension starting at Edval Lane on N. Cascade Road south to the SW Arterial. At the

intersection with the SW Arterial, the main will head west to North English Mill Road, turning north along North English Road for approximately 1,100 feet.

The North English Road water main extension creates a path for a future loop and connection of Pressure Zone 3 and 4, when in later phases it can extend to English Mill Road and then south to the English Mill Pump Station.

The scope of work in this phase includes the installation of approximately 4,620 lineal feet of 12 inch water main and 2,180 lineal feet of 16 inch water main and water main appurtenances along North English Road, Southwest Arterial and North Cascade Road. The project also includes the installation of directionally drilled 8-inch water main and approximately 110 lineal feet of 30-inch steel casing, and includes various surface restorations including HMA, PCC, granular surfacing and seeding.

This project has been awarded funds from the Iowa State Revolving Fund (SRF) program

The scope of work and bidding documents have been finalized and are now ready to be advertised for bidding.

PROJECT SCHEDULE

The schedule for the project is as follows:

Council Initiate	June 16, 2025
Advertise for Bids and Publish the Public Hearing Notice	June 18, 2025
Public Hearing	July 21, 2025
Receipt of Bid Proposals	July 24, 2025
Award Construction Contract	August 4, 2025
Substantial/Operational Completion Date	December 12, 2025
Final Project Completion Date	May 1, 2026

BUDGET IMPACT

The total project funds identified in the SRF IUP for all five projects included in the City-Wide Water Distribution System, Storage, and Pumping Improvements Project is $17,450,000.

Each of the projects are part of a comprehensive City-wide initiative to extend water service in and around the SW Arterial area and are programmed in the capital program as individual projects and funded across several fiscal years.

The estimate of probable cost for the Water System Improvements 2024 North English Road Water Main Extension project is summarized as follows:

Description	Estimate
Construction Contract	$1,620,000
Contingency	$162,000
Total Project Cost	**$1,782,000**

The funding summary is:

CIP	Funding Source	Amount
4281000048	State of Iowa Revolving Fund	$1,782,000
Total Project Funding		**$1,782,000**

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost for the Water System Improvements 2024 North English Road Water Main Extension project, set the public hearing date of July 21, 2025, and hereby authorize the Water Department to advertise the project for public bidding.

cc: Jennifer Larson, Chief Financial Officer
Carl Plumley, Water Distribution Supervisor

DORSEY
DORSEY+WHITNEY LLP

June 9, 2025

VIA EMAIL
Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: North English Road Water Main Extension Project
Our File No. 430411

Dear Jenny:

We have prepared and attach the necessary proceedings to enable the City Council to act at the June 16, 2025, meeting to set a date, time and place for the hearing and letting for the North English Road Water Main Extension Project.

The materials attached include the following items:

1. Resolution setting the dates for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Exhibit A; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Exhibit B.

2. Attestation Certificate attesting to the validity of the transcript.

3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be published at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is July 17, 2025. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.

The Notice to Bidders must be posted in each of the following three places:

(i) in a relevant contractor plan room service with a statewide circulation;

(ii) in a relevant construction lead generating service with a statewide circulation; and

(iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is July 11, 2025. The Notice to Bidders should be provided to the Construction Update Network by no later than July 10, 2025.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the City's website.

Please return one fully executed copy of these proceedings to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Christopher Lester
Crenna Brumwell
Adrienne Breitfelder
Origin Design

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

430411 (NHL)

Dubuque, Iowa

June 16, 2025

The City Council of the City of Dubuque, Iowa, met on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

• • Other Business• •

MOTION TO APPROVE RESOLUTION

The City Council took up and considered the proposed North English Road Water Main Extension Project. Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the resolution adopted, as follows:

RESOLUTION NO. _____

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Dubuque, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Origin Design Co. (the "Project Engineers"), in consultation with the City's engineering technician (the "Engineering Technician"), which may be hereafter referred to as the "North English Road Water Main Extension Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. July 21, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m., on July 24, 2025, in the office of the City Clerk, City Hall-First Floor, 50 West 13th St, Dubuque, Iowa. At such time and at the City Hall-Conference Room A, 50 West 13th St, Dubuque, Iowa, the City Council hereby delegates to the City Clerk, the Engineering Technician and/or the Project Engineers the duty of opening and announcing the results of the bids received. August 4, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, in the City, is hereby fixed as the time and place that the Council will consider the bids received in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk, the Engineering Technician and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved June 16, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

Form of Notice of Hearing

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT

Notice Is Hereby Given: That on July 21, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, the City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed North English Road Water Main Extension Project (the "Project").

The Project generally consists of the installation of approximately 4,620 lineal feet of 12-inch water main and 2,180 lineal feet of 16-inch water main and water main appurtenances along North English Road, Southwest Arterial and North Cascade Road. The Project also includes the installation of directionally drilled 8-inch water main and approximately 110 lineal feet of 30 inch steel casing. The Project also includes various surface restoration including HMA, PCC, granular surfacing and seeding.

A copy of the proposed Contract Documents, including detailed information regarding the Project location, is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Adrienne Breitfelder
City Clerk

EXHIBIT B

Form of Notice to Bidders

NOTICE TO BIDDERS

SECTION 00120

CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT

Water Systems Improvements 2024
North English Road Water Main Extension

120.1 Time and Place for Filing Sealed Proposals

Sealed Bids for the work comprising each improvement as stated below must be filed before 2:00 p.m. on July 24, 2025, in the Office of the City Clerk, City Hall - First Floor, 50 West 13th Street, Dubuque, Iowa.

120.2 Time and Placed Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and Bids tabulated at 2:00 p.m. on July 24, 2025, at City Hall - Conference Room A, 50 West 13th Street, Dubuque, Iowa, for consideration by the City Council at its meeting at 6:30 p.m. on August 4, 2025, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

120.3 Time for Commencement and Completion of Work

Work on the Project must be commenced within ten (10) calendar days after the Notice to Proceed has been issued with Substantial Completion for water main to be installed and operational by December 12, 2025, and a Final Completion for final surface restoration completion by May 1, 2026.

120.4 Bid Security

Each Bidder must accompany its Bid with a Bid security as security that the successful Bidder will enter into a contract for the work Bid upon and will furnish after the award of contract a corporate surety Bond, acceptable to the governmental entity, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The Bid security must be in the amount of ten percent (10%) of the amount of the contract and must be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or the Bidder may provide a Bid Bond with corporate surety satisfactory to the governmental entity. The Bid Bond must contain no conditions except as provided in this section.

120.5 Contract Documents

To obtain copies of the Contract Documents and Plans prepared by Origin Design Co. click on the "bids" tab on the Origin Design website at https://origindesign.com/. A paper set of the Contract Documents and Plans is available for viewing at the City Clerk's office.

120.6 Preference for Iowa Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

120.7 Sales Tax

The Bidder should not include State of Iowa sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased in Iowa for incorporation into the Project.

120.8 General Nature of Public Improvement Project

Water Systems Improvements 2024
North English Road Water Main Extension
City Project #4281000058

The extent of the work involved consists of the installation of approximately 4,620 lineal feet of 12 inch water main and 2,180 lineal feet of 16 inch water main and water main appurtenances along North English Road, Southwest Arterial and North Cascade Road. The project also includes the installation of directionally drilled 8 inch water main and approximately 110 lineal feet of 30 inch steel casing. The project also includes various surface restoration including HMA, PCC, granular surfacing and seeding.

Bid Estimated Total Cost = $1,620,000.00

120.9 Pre-Bid Construction Conference

No pre-bid conference will be held.

120.10 Funding Requirements

This project has been awarded funds from the Iowa State Revolving Fund (SRF) program. Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System website will be prohibited from the bidding process. Anyone submitting a bid who is listed on this website will be determined to be a nonresponsive bidder in accordance with 40 CFR Part 31. Contractors shall fully comply with the requirements, terms and conditions of the Disadvantaged Business Enterprise (DBE) requirements. American Iron and Steel (AIS) provisions apply to this project. Iron and steel products for this project must be produced in the United States in accordance with the H.R. 3547 - Consolidated Appropriations Act 2014. SRF requirements are included in the Special

Provisions section of the specifications. SRF certification forms required to be signed and submitted with the Bid are included in the bid packet.

Davis-Bacon prevailing wage rates will apply to this Project and are included in the Special Provisions section of the specifications.

120.11 Title VI – Non-Discrimination Clause

The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

120.11 Notice to Bidders Distribution

On the following date, June 18, 2025, this Notice will be posted at the following locations:

1. Master Builders/Construction Update Network
2. The City of Dubuque website

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the North English Road Water Main Extension Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the North English Road Water Main Extension Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

(Attach here publisher's affidavit of publication of the Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the North English Road Water Main Extension Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the North English Road Water Main Extension Project, the Notice to Bidders provided for therein was posted on the City's website on _____, 2025.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

(Attach here a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting).

Copyrighted
June 16, 2025

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.

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring Jackson Park District term of Esser)
Applicant:
Janice Esser, 1072 Locust St. - Qualifies for Jackson Park District

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Overview sheet
2. Historic Preservation Commission Applicant
3. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, June 16, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street

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

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring Jackson Park District term of Esser)
Applicant:

- Janice Esser, 1072 Locust St. - Qualifies for Jackson Park District

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

Arts and Cultural Affairs Advisory Commission
One, 3-Year term through June 30, 2027
(Vacant **At-Large** who lives or works outside the cultural and entertainment district term of Menchaca)
One, 3-Year term through June 30, 2028
(Expiring **Business Prof** - who lives or works in the cultural and entertainment district term of Hafel)
Two, 3-Year term through June 30, 2028
(Expiring **Public Member** – with significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education terms of Davis-Orwoll and Harder)
Applicants:

- Jim Albee, 535 West 5th St.
- Shirley Davis-Orwoll, 2635 West 32nd St.
- Nick Halder, 876 S. Grandview Ave.
- Aaron Hefel, 515 1/2 West 8th St.
- Bree Hernandez, 1298 Locust St.
- Mary Loney-Bichell, 595 West 11th St.
- Rodrigo Marin, 2240 Central Ave.
- Sarah Ndagire, 1536 Kehl Ct.
- Jessica Ochoa, 1970 Hale St.

Qualifications on next page

Applicant	Qualifies as		
	At -Large – lives or works outside the cultural and entertainment district.	**Business Prof** – who lives or works in the cultural and entertainment district	**Public Member** - knowledge and interest in one or more areas of the arts
Jim Albee	X		X
Shirley Davis-Orwoll	X		X
Nick Halder	X	X	X
Aaron Hefel		X	X
Bree Hernandez	X		X
Mary Loney-Bichell	X		X
Rodrigo Marin	X		X
Sarah Ndagire	X	X	X
Jessica Ochoa	X		X

Board of Library Trustees
One, 4-Year term through July 1, 2029 (Expiring term of Gorton)
Applicants:

- Tom Brennan, 3275 Cider Rdg.
- Jessica Connery, 4612 Camelot Dr.
- Nicole O'Brien, 2691 Ravens Oaks Dr.

Civic Center Advisory Commission
Three, 3-Year terms through June 29, 2028 (Expiring terms of Blau, Meyers, and Tandy)
Applicants:

- McKenzie Blau, 1548 Pego Ct.
- Colleen Myers, 65 North Booth St.
- Ashley Regan, 1100 N Booth St.
- Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring West 11th District term of Stuter)
Applicant:

- Charles (Rick) Stuter, 1296 Prairie St. - Qualifies for West 11th District

Park and Recreation Advisory Commission
Three, 3-Year terms through June 30, 2028 (Expiring terms of Henkel, Jorgenson, and Ollendick)
Applicants:

- Json Henkel, 1888 Saint Joseph St.
- Josh Jorgenson, 3030 Judson Ct.
- Lori Ollendick, 1390 Oak Park Pl.
- Mya Schaefer, 1720 Plymouth Ct.
- Greg Swift, 2150 Fairway Dr.

Resilient Community Advisory Commission
One, 3-Year term through July 1, 2028 (Expiring term of Kohlhaas)
Applicant:

- Jacob Kohlhaas, 1125 Richards Rd.

Transit Advisory Board
One, 3-Year term through July 30, 2027 (Vacant term of Esser)
Applicant:

- Gary Wernimont, 736 University Ave.

Zoning Advisory Commission
Two, 3-Year terms through July 1, 2028 (Expiring terms of Mulligan and Norton)
Applicants:

- Matthew Mulligan, 1167 Hunters Rdg.
- Patrick Norton, 920 Valentine Dr.
- Dylan Schwering, 1741 Dexter St.
- Casey Stoyke, 3960 Oneida Ave.

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; Temwa Phiri; Wally Wernimont; Christine Happ Olson; Matt O'Brien; Renee Blosch;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 6/6/2025 11:51:46 AM

This sender is trusted.

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 Jackson Park District

Name:	Janice Esser
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1072 LOCUST ST
Zip Code:	52001
Preferred Phone Number:	5635816073
Email Address(es):	janiceannesser@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?	Yes
If yes, which?	HPC
Have you served on a Board, Commission, or Committee before?	Yes

If yes, which?	HPC
Why are you interested in applying for this Board or Commission?	I'm interested in preserving beautiful historic Dubuque
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 Realtor living within the Jackson Park District
Share your experience working in diverse environments:	As a Realtor, I work with any person, regardless of race, religion, age, sexual orientation.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Kevin Esser 563-543-6731 Husband Tina Bower 563-451-2193 sister

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):	Janice Esser
Date:	06/06/2025

Email not displaying correctly? View it in your browser.

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	Bob	Woodward	9/14/28

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

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

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	Open	Open	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

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

BOARD OF LIBRARY TRUSTEES
4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION
3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY
4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION
3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Colleen	Myers	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/25

CIVIL SERVICE COMMISSION
4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Open	Open	4/6/29

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	Talma	Brown	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	Open	Open	2/15/28
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	Traci	Phillipson	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

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	Chad	Witthoeft	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	Adam	Schwendinger	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	Open	Open	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	Lucian	Paucean	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	Jason	Davis	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	Open	Open	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.

Intermodal Transit Station

Public Member 1	Open	Open	7/30/25
Public Member 2	Talma	Brown	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	3/25/30
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

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June 16, 2025

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.

Arts and Cultural Affairs Advisory Commission
One, 3-Year term through June 30, 2027
(Vacant At-Large - lives or works outside the cultural and entertainment district term of Menchaca)
One, 3-Year term through June 30, 2028
(Expiring Business Professional - lives or works in the cultural and entertainment district term of Hefel)
Two, 3-Year terms through June 30, 2028
(Expiring Public Member – knowledge and demonstrated interest in the arts terms of Davis-Orwoll and Halder)
Applicants:

Jim Albee, 535 West 5th St.
Shirley Davis-Orwoll, 2635 West 32nd St.
Nick Halder, 876 S. Grandview Ave.
Aaron Hefel, 515 1/2 West 8th St.
Bree Hernandez, 1298 Locust St.
Mary Loney-Bichell, 595 West 11th St.
Rodrigo Marin, 2240 Central Ave.
Sarah Ndagire, 1536 Kehl Ct.
Jessica Ochoa, 1970 Hale St.
(see table on the following page for qualifications)

	Qualifies as		
Applicant	**At -Large** - lives or works outside the cultural and entertainment district.	**Business Professional** - lives or works in the cultural and entertainment district	**Public Member** - knowledge and interest in one or more areas of the arts
Jim Albee	X		X
Shirley Davis-Orwoll	X		X
Nick Halder	X	X	X
Aaron Hefel		X	X
Bree Hernandez	X		X
Mary Loney-Bichell	X		X
Rodrigo Marin	X		X
Sarah Ndagire	X	X	X
Jessica Ochoa	X		X

Board of Library Trustees
One, 4-Year term through July 1, 2029 (Expiring term of Gorton)
Applicants:
Tom Brennan, 3275 Cider Rdg.
Jessica Connery, 4612 Camelot Dr.
Nicole O'Brien, 2691 Ravens Oaks Dr.

Civic Center Advisory Commission
Three, 3-Year terms through June 29, 2028 (Expiring terms of Blau, Meyers, and Tandy)
Applicants:
McKenzie Blau, 1548 Pego Ct.
Colleen Myers, 65 North Booth St.
Ashley Regan, 1100 N Booth St.
Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring West 11th District term of Stuter)

Applicant:
Charles (Rick) Stuter, 1296 Prairie St. - Qualifies for West 11th District

Park and Recreation Advisory Commission
Three, 3-Year terms through June 30, 2028 (Expiring terms of Henkel, Jorgenson, and Ollendick)
Applicants:
Jason Henkel, 1888 Saint Joseph St.
Josh Jorgenson, 3030 Judson Ct.
Lori Ollendick, 1390 Oak Park Pl.
Mya Schaefer, 1720 Plymouth Ct.
Greg Swift, 2150 Fairway Dr.

Resilient Community Advisory Commission
One, 3-Year term through July 1, 2028 (Expiring term of Kohlhaas)
Applicant:
Jacob Kohlhaas, 1125 Richards Rd.

Transit Advisory Board
One, 3-Year term through July 30, 2027 (Vacant term of Esser)
Applicant:
Gary Wernimont, 736 University Ave.

Zoning Advisory Commission
Two, 3-Year terms through July 1, 2028 (Expiring terms of Mulligan and Norton)
Applicants:
Matthew Mulligan, 1167 Hunters Rdg.
Patrick Norton, 920 Valentine Dr.
Dylan Schwering, 1741 Dexter St.
Casey Stoyke, 3960 Oneida Ave.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Overview sheet
2. Arts and Cultural Affairs Advisory Commission Applicants
3. Board of Library Trustees Applicants
4. Civic Center Advisory Commission Applicants
5. Historic Preservation Commission Applicant
6. Park and Recreation Advisory Commission Applicnts

7. Resilient Community Advisory Commission Applicant
8. Transit Advisory Board Applicant
9. Zoning Advisory Commission Applicants
10. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, June 16, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street

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

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring Jackson Park District term of Esser)
Applicant:

- Janice Esser, 1072 Locust St. - Qualifies for Jackson Park District

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

Arts and Cultural Affairs Advisory Commission
One, 3-Year term through June 30, 2027
(Vacant **At-Large** who lives or works outside the cultural and entertainment district term of Menchaca)
One, 3-Year term through June 30, 2028
(Expiring **Business Prof** - who lives or works in the cultural and entertainment district term of Hafel)
Two, 3-Year term through June 30, 2028
(Expiring **Public Member** – with significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education terms of Davis-Orwoll and Harder)
Applicants:

- Jim Albee, 535 West 5th St.
- Shirley Davis-Orwoll, 2635 West 32nd St.
- Nick Halder, 876 S. Grandview Ave.
- Aaron Hefel, 515 1/2 West 8th St.
- Bree Hernandez, 1298 Locust St.
- Mary Loney-Bichell, 595 West 11th St.
- Rodrigo Marin, 2240 Central Ave.
- Sarah Ndagire, 1536 Kehl Ct.
- Jessica Ochoa, 1970 Hale St.

Qualifications on next page

Applicant	Qualifies as		
	At -Large – lives or works outside the cultural and entertainment district.	**Business Prof** – who lives or works in the cultural and entertainment district	**Public Member** - knowledge and interest in one or more areas of the arts
Jim Albee	X		X
Shirley Davis-Orwoll	X		X
Nick Halder	X	X	X
Aaron Hefel		X	X
Bree Hernandez	X		X
Mary Loney-Bichell	X		X
Rodrigo Marin	X		X
Sarah Ndagire	X	X	X
Jessica Ochoa	X		X

Board of Library Trustees
One, 4-Year term through July 1, 2029 (Expiring term of Gorton)
Applicants:

- Tom Brennan, 3275 Cider Rdg.
- Jessica Connery, 4612 Camelot Dr.
- Nicole O'Brien, 2691 Ravens Oaks Dr.

Civic Center Advisory Commission
Three, 3-Year terms through June 29, 2028 (Expiring terms of Blau, Meyers, and Tandy)
Applicants:

- McKenzie Blau, 1548 Pego Ct.
- Colleen Myers, 65 North Booth St.
- Ashley Regan, 1100 N Booth St.
- Sara Tandy, 2307 Martin Dr.

Historic Preservation Commission
One, 3-Year term through July 1, 2028 (Expiring West 11th District term of Stuter)
Applicant:

- Charles (Rick) Stuter, 1296 Prairie St. - Qualifies for West 11th District

Park and Recreation Advisory Commission
Three, 3-Year terms through June 30, 2028 (Expiring terms of Henkel, Jorgenson, and Ollendick)
Applicants:

- Json Henkel, 1888 Saint Joseph St.
- Josh Jorgenson, 3030 Judson Ct.
- Lori Ollendick, 1390 Oak Park Pl.
- Mya Schaefer, 1720 Plymouth Ct.
- Greg Swift, 2150 Fairway Dr.

Resilient Community Advisory Commission
One, 3-Year term through July 1, 2028 (Expiring term of Kohlhaas)
Applicant:

- Jacob Kohlhaas, 1125 Richards Rd.

Transit Advisory Board
One, 3-Year term through July 30, 2027 (Vacant term of Esser)
Applicant:

- Gary Wernimont, 736 University Ave.

Zoning Advisory Commission
Two, 3-Year terms through July 1, 2028 (Expiring terms of Mulligan and Norton)
Applicants:

- Matthew Mulligan, 1167 Hunters Rdg.
- Patrick Norton, 920 Valentine Dr.
- Dylan Schwering, 1741 Dexter St.
- Casey Stoyke, 3960 Oneida Ave.

CHAPTER 8

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

SECTION:

2-8-1: Commission Created

2-8-2: Purpose

2-8-3: Internal Organization And Rules

2-8-4: Procedures For Operation

2-8-5: Membership

2-8-6: Oath

2-8-7: Terms

2-8-8: Vacancies

2-8-9: Officers/Organization

2-8-10: Meetings

2-8-11: Compensation

2-8-12: Removal

2-8-13: Powers

2-8-14: Cooperation With Other Agencies

2-8-15: Solicitation And Acceptance Of Donations

2-8-1: COMMISSION CREATED:
There is hereby created the arts and cultural affairs advisory commission. (Ord. 59-14, 10-6-2014)

2-8-2: PURPOSE:
The purpose of the commission is to build the community through arts and cultural programs by developing visibility, funding, audiences, information, and partnerships. The commission plans, promotes, and encourages programs to further public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the city and makes recommendations to the city council regarding the establishment of arts and cultural policies and programs, the expenditure of budgeted funds on arts and cultural activities, and the implementation of programs. (Ord. 59-14, 10-6-2014)

2-8-3: INTERNAL ORGANIZATION AND RULES:
The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 59-14, 10-6-2014)

2-8-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 59-14, 10-6-2014)

2-8-5: MEMBERSHIP:
A. The commission comprises seven (7) residents of the city, appointed by the city council.

B. Special qualifications:

1. Four (4) members must have significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education.

2. Two (2) members must be from the business and professional community, one of whom lives or works in the cultural and entertainment district.

3. One member must be at large who lives or works outside the cultural and entertainment district. (Ord. 59-14, 10-6-2014)

2-8-6: OATH:
Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 59-14, 10-6-2014; amd. Ord. 23-24, 6-17-2024)

2-8-7: TERMS:
The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 59-14, 10-6-2014; amd. Ord. 5-23, 2-10-2023; Ord. 23-24, 6-17-2024)

2-8-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 59-14, 10-6-2014)

2-8-9: OFFICERS/ORGANIZATION:
The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 59-14, 10-6-2014)

2-8-10: MEETINGS:
A. Regular Meetings: The commission must meet monthly.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Four (4) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 59-14, 10-6-2014; amd. Ord. 55-19, 12-16-2019; Ord. 23-24, 6-17-2024)

2-8-11: COMPENSATION:
Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 59-14, 10-6-2014)

2-8-12: REMOVAL:
Except as provided in subsection 2-8-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 31-15, 5-18-2015)

2-8-13: POWERS:
The commission has the following powers, duties, and responsibilities:

A. To promote, educate, and create awareness for arts and cultural activities;

B. To develop and increase the market for arts and cultural activities;

C. To facilitate and convene partnerships for arts and cultural activities;

D. To develop funding options and allocate budgeted funding for arts and cultural activities;

E. To act in an advisory capacity to the city council in all matters pertaining to the arts and cultural environment;

F. To make recommendations to the city council on the allocation of budgeted city funding for arts programs and services;

G. To recommend applications and solicitations for grants, gifts, and donations from individuals, groups, organizations, and agencies, both private and public, for any purpose consistent with the purposes of the commission;

H. To make recommendations regarding city sponsorship of public programs to further the development of public awareness of and accessibility to arts and culture programs and activities;

I. To work with area organizations on broad community issues in which a cultural perspective is relevant and desirable; and

J. To engage in comprehensive planning for the cultural development of the city. (Ord. 59-14, 10-6-2014)

2-8-14: COOPERATION WITH OTHER AGENCIES:
The commission cooperates with other arts and culture groups interested in the promotion and implementation of arts and cultural activities which are in the best interest of the city. (Ord. 59-14, 10-6-2014)

2-8-15: SOLICITATION AND ACCEPTANCE OF DONATIONS:
The commission may solicit and otherwise accept donations and gifts of money, personal and real property, and personal services on behalf of the city. All such donations and gifts received become the property of the city for the general use or support of arts and cultural programs as determined by the city council unless such items have been designated by the donor for specific purposes. (Ord. 59-14, 10-6-2014)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/15/2025 10:46:45 AM

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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:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large living or working outside the Cultural and Entertainment District, Arts Representative

Name:	Jim Albee
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	535 W 5th St
Zip Code:	52001
Preferred Phone Number:	5632397033
Email Address(es):	james.albee@hotmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	personal interest
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 passionate about the transformative power of the arts and their ability to foster community, celebrate diversity, and enrich public life. My interest in joining the Arts and Cultural Affairs Advisory Commission stems from a desire to contribute meaningfully to the cultural vitality of our community. I believe that arts and culture are not only essential for personal expression and creativity but also serve as powerful tools for education, economic development, and social cohesion. With a background in music, politics, and leadership, I bring both a creative perspective and a commitment to inclusive cultural representation. I am particularly interested in supporting initiatives that amplify underrepresented voices, promote accessibility to the arts, and encourage cross-cultural dialogue. Serving on this commission would allow me to collaborate with fellow advocates, advise on impactful programming, and help shape policies that ensure the arts remain a vibrant and integral part of our community's identity.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am involved in the Dubuque arts community. For over 10 years, I have been performing in Dubuque and the surrounding area trying to expand the level of exposure electronic music has in our community. I have a degree from Loras college in Politics and am very familiar with how our government operates and its impact on our community. I am also part of the leadership team for my employer. We employ around 700-800 individuals from various cultures and backgrounds around our community. I am familiar and comfortable setting strategic directing and implementing policy.
Share your experience working in diverse environments:	Where I work, we have a very diverse workforce with varying skill sets and invest and support DE&I initiatives. We have a large focus on creating a work environment that accommodates this diversity. Some examples would be providing ESL classes for free, integrating real time language translation software to ensure everyone is able to communicate with each other, and accommodating various physical restrictions and placing individuals into roles where there skill sets and abilities set them up for success.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Jodi Schubert - HR Manager - Coworker - Andersen Corporation - 815-668-2500 Todd Gilligan - Environmental, Health, and Safety Manager - Coworker - Andersen Corporation - 563-451-3610

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):	Jim Albee
Date:	5/15/2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/19/2025 12:06:31 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

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- 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:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	Arts Representative

Name:	Shirley Davis-Orwoll
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2635 West 32nd Street
Zip Code:	52001
Preferred Phone Number:	563-599-5253
Email Address(es):	sdavisorwoll@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Currently serve on board-time will expire June 30, 2025
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?	Yes
If yes, which?	Dubuque Arts Council
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Arts and Cultural Affairs Commission

Why are you interested in applying for this Board or Commission?	I am interested in continuing on the board to provide some continuity since we recently welcomed three new board members and I know from experience it takes some time to understand the role that the commission plays in awarding grants and preparing for the annual Art on the River reception.
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 as the K-12 Fine Arts Coordinator for the Dubuque Community School District for the last eleven years and have taught K-5 general music for over twenty years. In addition, I am a music therapist that has worked with students with special needs and Alzheimer's patients in a nursing home. I also serve on the Dubuque Arts Council and volunteer for DuRide and play at church.
Share your experience working in diverse environments:	In addition to Fine Arts Coordinator, I am a District Mentor that meets with new teachers weekly that serve in schools with a predominately diverse population and low-socioeconomic status.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Angie Breitbach-coworker-cell: 563-580-0656 work: 563-552-3090 Joe Maloney-supervisor-cell: 563-599-4599 work: 563-552-3019
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):	Shirley Davis-Orwoll
Date:	05-19-25

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/16/2025 11:43:27 AM

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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:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	Arts Representative

Name:	Nick Halder
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	876 S Grandview Ave
Zip Code:	52003
Preferred Phone Number:	(319) 230-8124
Email Address(es):	nick.a.halder@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Current Commissioner
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?	Yes
If yes, which?	Arts and Cultural Affairs Advisory Commission
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 wish to reapply to the Arts and Cultural Affairs Advisory Commission to work alongside my fellow Commissioners to advance the priorities in the Commission's current strategic plan and the City of Dubuque's Arts Master Plan. In addition, I would like to be a part of helping create the next incarnation of the Arts Master Plan, sharing my knowledge of the current plan and the process/progress of its goals. Finally, I would see my involvement with this commission as a way of continuing to give back to a community that has given me so much.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am currently finishing my second term as a Commissioner of the Arts and Cultural Affairs Advisory Commission. It has been a true pleasure to work with my fellow Commissioners and City representatives to advance our goals and add to the quality of life in Dubuque. Prior to joining the Commission, I completed a BA in theatre from the University of Northern Iowa, a MFA in Theatre Arts, and doctoral studies in arts administration and directing at Texas Tech University. Since moving to Dubuque, I have had the good fortune to have a career in my field of study first at Clarke University and Rising Star Theatre Company, and in my current position as the executive and artistic director for The Grand Opera House. Throughout that time, I have had the privilege to work with countless community members to add to the rich arts and culture scene that makes Dubuque what it is.
Share your experience working in diverse environments:	Throughout my education and professional career I have worked in various diverse environments. Theatre in itself is a collaborative art-form that relies on working with others towards a common goal. Through each experience, I have become more empathetic and have a greater appreciation for others' viewpoints. Additionally, working alongside the members of the various boards and committees that I have served on has given me new perspectives and ways of thinking that I have taken with me into future opportunities.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Megan Schumacher, (563) 543-6024, Coworker Colin Muenster, (563) 580-3381, Coworker

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	Nick Halder

as electronic verification):	
Date:	5/16/2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/28/2025 10:10:44 AM

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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:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large living or working outside the Cultural and Entertainment District, Business Professional living or working inside of the Cultural and Entertainment District, Business Professional, Arts Representative

Name:	aaron hefel
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	515 1/2 w 8th street
Zip Code:	52001
Preferred Phone Number:	5634517985
Email Address(es):	dasbelt@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?	Yes
If yes, which?	Arts and Culture Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	DCFAS

Why are you interested in applying for this Board or Commission?	I am invested in artistic endeavors in Dubuque and have been for 30 years.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Organizing events, bringing high quality art to Dubuque, and working with community members to achieve those goals have prepared me for this board.
Share your experience working in diverse environments:	I have met and worked directly people from all over the country and world with varying economic backgrounds and I learn something from every experience.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Paula Neuhaus Emily Bennett

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):	Aaron Hefel
Date:	05/28/25

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/5/2024 6:15:42 PM

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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	Arts Rep
Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission)	Bree Naylea Hernandez
Please enter the best way to	Brr eee

pronounce your name below:	
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Email Newsletter
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: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1298 Locust St Unit 6
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	5636635446
Email Address(es):	bree.naylea@gmail.com
Place of Employment:	Sunnycrest Manor
Business Phone Number:	(563) 583-1781
Job Title/ Duties:	Program Instructor/ I aid individuals with special needs with their daily activities.

Please list your experience, skills and or education that have prepared you for service on this board/commission:	I am writing to express my keen interest in serving on the [Board/Commission Name]. As a Latina with a deep-rooted passion for the arts and a strong commitment to community engagement, I believe I can contribute meaningfully to your organization’s mission. My journey in the arts began at Clarke University, where I earned a Bachelor of Arts degree in 2024. Prior to that, I completed an Associate of Arts degree in Liberal Arts from NICC in 2020. Throughout my academic career, I have actively engaged in various artistic endeavors, from painting and drawing to performance and event planning. My practical experience in the arts is extensive. As a volunteer at the Dubuque Area Arts Collective since 2020, I have assisted curators in shaping exhibitions and fostering a vibrant artistic community. I initiated the Morbid Muse Gala, a unique event that invites community members to share their emotionally charged artwork, demonstrating my ability to conceptualize and execute innovative projects. My passion for sharing art with others led me to lead art lessons at the Greater Dubuque Boys & Girls Club for over a year. Additionally, I have gained valuable experience in the business side of the arts, having started my own caricature business in 2022 and assisting with several mural projects. My involvement in local film and theater has further enriched my understanding of the arts industry. I have acted in a short film screened at the Julien Dubuque International Film Festival and worked as a production assistant on a Subway commercial. My volunteer work at the Dubuque Museum of Arts Gala has provided me with firsthand experience in event planning, guest relations, and financial management. As a fluent Spanish speaker, I am uniquely positioned to bridge cultural divides and foster inclusivity within the arts community. I am eager to bring my diverse skill set, cultural perspective, and enthusiasm to the [Board/Commission Name]. I believe my ability to connect with people from various backgrounds, my understanding of the challenges and opportunities facing artists, and my commitment to fostering a thriving arts community make me a strong candidate for this position.
What contributions can you make or state reason for applying?	Diverse Cultural Perspective: As a Latina with fluency in Spanish, I can bring a unique cultural perspective to the board's decision-making process. I can help ensure that the board's programs and initiatives are inclusive and accessible to diverse communities. Community Engagement: My experience with the Dubuque Area Arts

Collective and the Morbid Muse Gala has equipped me with the skills to engage with the community and foster a sense of belonging. I can help develop programs and initiatives that connect artists and audiences, promoting cultural exchange.

Artistic Expertise: My background in various artistic disciplines, including painting, drawing, performance, and event planning, provides me with a well-rounded understanding of the arts. I can offer valuable insights into the needs of artists and arts organizations in the community.

Business Acumen: My experience with my own caricature business and my work on mural projects demonstrates my business acumen. I can help the board make sound financial decisions and develop sustainable strategies for the arts.

Volunteerism and Community Service: My volunteer work at the Dubuque Museum of Arts Gala and the Greater Dubuque Boys & Girls Club highlights my commitment to community service. I can inspire others to volunteer their time and talents to support the arts.

By combining my passion for the arts, my cultural perspective, and my practical experience, I believe I can make a significant contribution to the Arts & Culture Board.

Describe your experience working in diverse environments:

Throughout my experiences, I've had the opportunity to work in diverse environments, interacting with people from various backgrounds, cultures, and perspectives. This has allowed me to develop strong interpersonal skills and a deep appreciation for different viewpoints.

For example, my current role in the medical field involves assisting individuals with special needs. This experience has been incredibly rewarding, as it allows me to make a tangible difference in people's lives. It has also taught me the importance of patience, empathy, and effective communication. By working closely with individuals with diverse needs, I have learned to adapt to different situations and to find creative solutions to challenges.

Additionally, my volunteer work at the Dubuque Museum of Arts Gala and the Greater Dubuque Boys & Girls Club exposed me to people from all walks of life, including artists, donors, and community members. I had the opportunity to interact with individuals from different age groups, cultural backgrounds, and socioeconomic statuses. These experiences have helped me to develop strong interpersonal skills and the ability to build rapport with people from diverse backgrounds.

I also learned to adapt my teaching style to accommodate different learning styles and cultural sensitivities. These experiences taught

	me the importance of effective communication, empathy, and respect for individual differences.
Describe your experience engaging other community members to gather their input and opinions:	I have a strong track record of engaging with community members and gathering their input. For example, when organizing the Morbid Muse Gala, I actively sought out artists to share their personal and often painful artistic expressions. This required sensitivity, empathy, and effective communication. During my time at the Greater Dubuque Boys & Girls Club, I led art lessons for children from diverse backgrounds. I adapted my teaching style to accommodate different learning styles and cultural sensitivities, fostering a sense of inclusion and encouraging open expression. Additionally, my volunteer work at the Dubuque Museum of Arts Gala involved interacting with guests from various backgrounds. I actively listened to their feedback and suggestions, which helped to see where I can step in to help. These experiences have equipped me with the skills to create inclusive spaces, actively listen to others, and value diverse perspectives. I have a knack for building rapport and fostering open communication, which are essential for engaging with community members.
List two references: (Include their name and phone number)	Molly Casey 563-590-7720, my boss at the Boys & Girls Club Callie Clark 608-732-5988, Clarke Activities Director
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Have you participated in the City Life program?	No

If so, when?	*Field not completed.*
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the orginization 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):	Bree Naylea Hernandez
Date:	11/05/2024

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 12/19/2024 12:12:44 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

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* 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, Commission, or Committee applying for:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large Living or working in the cultural and entertainment district
Name:	Mary Loney Bichell

Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	595 W. 11th Street
Zip Code:	52001
Preferred Phone Number:	563-564-9905
Email Address(es):	MaryL@infowebsystems.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?	Yes
If yes, which?	Historic Preservation Commission for apx 10 years

Why are you interested in applying for this Board or Commission?	Having recently been to both Mineral Point and Spring Green, WI I was amazed at the variety of events tied into community enriching businesses they have for a town of their size. I would like to see Dubuque's Arts and Events Community work towards expanding events that would draw tourists and interesting businesses to its historic neighborhoods... much like Mineral Point, Cedarburg and Spring Green all of which are in Wisconsin. They do a great job capitalizing on their distinctive history, architecture and natural resources with events that draw tourists and further support the growth of small businesses. Dubuque has much in common with these towns and I would like to see us utilize some of their ideas to expand on what we do here. Our historic neighborhoods and architecture present unique venues. It's up to us to create fun and interesting events that present a draw to our citizens and tourists plus grow small our businesses. I believe that Dubuque is a treasure...a work of art that I would like to help showcase in enjoyable and creative ways.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have deep knowledge and passion for Dubuque's history. Having worked in the hospitality industry both at the Desoto House in Galena and the Holiday Inn in Dubuque one often plays the part of an community ambassador/concierge. I have been a past member of the Dubuque Fine Arts Society and gained experience in the Arts community as I am married to a ceramic artist. I also enjoy organizing events.
Share your experience working in diverse environments:	As a recruiter of IT talent at InfoWeb Systems, Inc. I deal with people from many different countries and diverse environments. On this commission I will bring lived experience as a lifelong Dubuquer; one who values our history and appreciates our arts community; experience in the hospitality industry and has managed a small software consulting business (InfoWeb Systems) for the past 20+ years.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Chris Happ Olson Co-commissioner on HPC (563) 543-3557 Amy Ressler Associate Professor of Theatre Education at California State University of Bakersfield Artistic and Managing Director, Great Midwestern Educational Theatre Co (563) 542-5452

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):	Mary Loney Bichell
Date:	12/19/2024

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/21/2025 4:11:49 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, Commission, or Committee applying for:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large living or working outside the Cultural and Entertainment District, Business Professional living or working inside of the Cultural and Entertainment District

Name:	Rodrigo Marin
Pronunciation:	Roh-DREE-go
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2240 central Ave
Zip Code:	52001
Preferred Phone Number:	5633079087
Email Address(es):	marinrodrigo611@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program, Through a Friend
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	currently in it. 2025
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 currently work in a vital Customer Service role at a local Credit Union. The feeling of being able to give back to the members in a positive way is something I align with. I believe in the mission that is posted on the city website for the commission. I also downloaded the Strategic Plan to get an understanding of the objectives the commission is working towards. I agree with the work that is being done and would love to contribute to the plans. I have been committed to helping in local organizations as well. I want to be a voice for our local artists and art enthusiasts who may not be inform or be involved. I even tend to create my own work as a hobby.
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 consistent volunteer at the Dubuque Museum of Art and also contribute to a smaller group, Dubuque Art Collectives. With that being said, I have witnessed first hand, the misconceptions of what really goes into creating events and making them accessible to the public. Not to mention I earned a Bachelor's of Fine Arts from UW - Platteville and years of design experience. I have practical office experience. Great communication and presentation skills. I know how to use various different software, like Microsoft and Adobe.
Share your experience working in diverse environments:	Currently, my role is being a bilingual member service representative. I work with members from all walks of life. I help translate in Spanish to members that need assistance.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Caitlin Donald - volunteer coordinator at the Dubuque Museum of Art. Email Cdonald@dbqart.com Ivonne Simmonds - Director of Learning and Engagement for the Dubuque Museum of Art Email Isimmonds@dbqart.com Gregory T Nelson - Professor of Art UW-Platteville Email Nelsogr@dbqart.com David Schick - My Current Manager, Dupaco. Email Dschick@dupaco.com

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	Rodrigo Marin

as electronic verification):	
Date:	5/21/2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 1/10/2025 10:14:22 AM

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- Minimum age of 18
- Can not be employed by the City of Dubuque

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	Arts Rep

Name:	Sarah K Ndagire
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1536 Kehl Ct
Zip Code:	52003
Preferred Phone Number:	4692743851
Email Address(es):	ndagires2001@yahoo.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 passionate about using arts and culture as tools for community engagement, education, and cultural preservation. Dubuque’s growing diversity presents an opportunity to celebrate and integrate cultural expressions that reflect our community's evolving identity. As an experienced Art practitioner and founder of a new venture in Dubuque, AfriWell Hub, an organization dedicated to promoting African arts and culture through workshops, performances, and educational programs, I have seen firsthand how cultural programming can strengthen communities and foster understanding. By joining the Arts & Cultural Affairs Advisory Commission, I want to contribute my experience in cultural advocacy and arts programming to support the Commission's mission to make arts and culture accessible, inclusive, and impactful for all Dubuque residents. I believe my background in creating inclusive and culturally engaging programs aligns with the Commission’s goals of increasing access to and appreciation for diverse cultural experiences.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have over a decade of experience as a performing artist and cultural educator. Professionally, I have organized and facilitated numerous workshops, storytelling sessions, and cultural events that celebrate African arts and traditions, fostering cross-cultural understanding and engagement. As a founder of a new venture in Dubuque - AfriWell Hub, I am actively involved in designing programs that will integrate arts, education, and wellness to benefit diverse communities. My volunteer experience includes working with youth organizations to deliver arts-based programming, collaborating with educational institutions to integrate cultural education into their curricula, and mentoring emerging artists. These efforts have honed my skills in event planning, community outreach, and building partnerships. Additionally, my educational background includes training in public relations and health and social care, which has strengthened my ability to effectively communicate, manage resources, and address community needs. My experience living and working in the cultural and entertainment sector has provided me with a deep understanding of the challenges and opportunities faced by local artists, venues, and organizations. I am committed to using my skills and experiences to promote accessibility, inclusivity, and growth within the arts and cultural sector
Share your experience working in diverse environments:	Throughout my career, I have actively worked in diverse cultural and community settings. As a performing artist and cultural educator, I have led workshops and performances in schools, community centers, and international festivals across East Africa, Europe, and now in the United States.

	I have extensive experience working in diverse environments that have enriched my ability to connect with people from various cultural, socioeconomic, and professional backgrounds. As a performing artist and cultural educator, I have facilitated workshops, storytelling sessions, and performances across multiple countries, collaborating with artists, educators, and community leaders from a wide range of cultural traditions. These experiences have strengthened my ability to adapt my approach to meet the needs and interests of diverse audiences. As a volunteer, I have worked with youth organizations, underserved communities, and schools to promote arts and cultural awareness, ensuring inclusivity and accessibility for individuals of all ages and abilities. My professional work with therapeutic arts programs has allowed me to engage with individuals facing mental health challenges, trauma, and social isolation, further deepening my understanding of diverse perspectives and experiences. I am committed to fostering environments where people feel valued, respected, and empowered to contribute their unique perspectives, and I believe this commitment is essential to enhancing the impact of arts and culture in our community.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Colleague (Artist) - Nalangira Samuel - 269-277-2247 Coworker - Edward Matovu - 781-473-3714
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):	Sarah Ndagire
Date:	1/7/25

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Jill Connors; Bonnie Spurling;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/13/2024 6:21:16 PM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Arts and Cultural Affairs Advisory Commission
Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large Living or working in the cultural and entertainment district
Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission)	Jessica Ochoa
Please enter the best way to	Jess O-cho-a

pronounce your name below:	
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Dubuque Museum of Art Facebook page
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1970 Hale street
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	5635807764
Email Address(es):	jessness.ochoa@gmail.com
Place of Employment:	Holy Family Catholic Schools/Independent Artist
Business Phone Number:	*Field not completed.*
Job Title/ Duties:	Substitute teacher
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I have a degree in Art from the University of Iowa. I have been an educator for the past 20 years, always using Art as a tool to help people in many different circumstances. I have designed and implemented numerous Arts programs for children and adults throughout the States and abroad.
What contributions can	I bring a wealth of experiences with me. I bring the perspective of being in the education field and the non-profit world. I see and

you make or state reason for applying?	experience on a day to day basis how important it is to bring more Arts and Culture to our city to influence our children. Art opens doors and brings much needed skills to all people, young and old.
Describe your experience working in diverse environments:	I have a lot of experience working in diverse environments. I spent a year living in Montana, traveling from Native American Reservations helping the communities start up their own non-profits. I taught leadership skills also while working with the people of the Reservations, using Art as my tool to do this. I spent two years living in Taiwan as an English teacher. During this time, I was also able to travel to numerous countries throughout Asia and volunteer teaching English. I currently work at Our Lady of Guadalupe, which Dubuque is lucky to have because it is it's own little bit of culture in our city.
Describe your experience engaging other community members to gather their input and opinions:	I spent three years serving as an Americorps member in various locations. Through these three years I learned how to create focus groups and implement those in communities. Through my work on the Reservations, we did a lot of focus groups and gathering of various peoples to discuss, explore and weigh the many options they were facing. As a member of the Parks and Recreation Commission, I have learned how to listen to what the public has to say, gather the facts and then make the best decision possible as a group.
List two references: (Include their name and phone number)	Jill Connors 563-580-1784 Kathleen Konrardy 563-581-2603
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Parks and Recreation Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Parks and Recreation Commission
Have you participated in the City Life program?	No
If so, when?	*Field not completed.*

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Signature (type your name here as electronic verification):	Jessica Ochoa
Date:	November 13, 2024

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CHAPTER 7

BOARD OF LIBRARY TRUSTEES

SECTION:

2-7-1: Board Created

2-7-2: Purpose

2-7-3: Internal Organization And Rules

2-7-4: Procedures For Operation

2-7-5: Membership

2-7-6: Oath

2-7-7: Terms

2-7-8: Vacancies

2-7-9: Officers/Organization

2-7-10: Meetings

2-7-11: Compensation

2-7-12: Removal

2-7-13: Powers

2-7-14: Charge Of Building, Donations

2-7-15: Annual Reports

2-7-1: BOARD CREATED:
There is hereby created the board of library trustees. (Ord. 37-16, 8-1-2016)

2-7-2: PURPOSE:
The purpose of the board is to control and direct the Carnegie- Stout Public Library. (Ord. 37-16, 8-1-2016)

2-7-3: INTERNAL ORGANIZATION AND RULES:
The board may adopt rules and regulations to govern its organizational procedures as outlined in the board of trustees bylaws, which are not in conflict with this code of ordinances or the Iowa Code. (Ord. 37-16, 8-1-2016)

2-7-4: PROCEDURES FOR OPERATION:
Except where the board's operations are governed by the Iowa Code, the board may adopt policies to govern its operation. (Ord. 37-16, 8-1-2016)

2-7-5: MEMBERSHIP:
The board comprises seven (7) residents of the city, appointed by city council. (Ord. 37-16, 8-1-2016; amd. Ord. 46-22, 12-19-2022; Ord. 24-24, 6-17-2024)

2-7-6: OATH:
Each person, upon selection to the board, must execute an oath of office at the first meeting of the board following the selection or at the city clerk's office any time prior to the first meeting of the board. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-7: TERMS:
The term of office for members of the board is four (4) years or until such member's successor is appointed and qualified. (Ord. 37-16, 8-1-2016)

2-7-8: VACANCIES:
Vacancies must be filled in the same manner as original appointments. (Ord. 37-16, 8-1-2016)

2-7-9: 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 commission. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-10: MEETINGS:
A. Regular Meetings: The board must meet not less than what is required by the State Library Of Iowa standards for accreditation.

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. The board must declare the office of a trustee vacant when the trustee is removed from the library board or the unexcused absence from six (6) consecutive regular meetings.

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.

F. Quorum: Four (4) 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. 37-16, 8-1-2016; amd. Ord. 24-24, 6-17-2024)

2-7-11: 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. 37-16, 8-1-2016)

2-7-12: REMOVAL:
The mayor may remove any member for cause upon written charges and after a public hearing. (Ord. 37-16, 8-1-2016)

2-7-13: POWERS:
The board has the following powers, duties, and responsibilities:

A. To have charge, control, and supervision of the public library, its appurtenances and fixtures, and rooms containing the same, directing and controlling all the affairs of such library;

B. To employ a librarian, such assistants, and employees as may be necessary for the proper management of said library, and fix their compensation; but, prior to such employment, the compensation of such librarian, assistants, and employees shall be fixed for the term of employment by a majority of the members of said board voting in favor thereof;

C. To remove such librarian, assistants, or employees by a vote of two-thirds (2/3) of such board for good cause;

D. To select and make purchases of print and nonprint materials for the collection, furniture, fixtures, stationery, and supplies for such library;

E. To authorize the use of such library by nonresidents of the city and to fix charges therefor;

F. To make, adopt, amend, modify, or repeal bylaws, rules, and regulations not inconsistent with law, for the care, use, government, and management of such library and the business of said board, fixing and enforcing penalties for the violation thereof;

G. To have exclusive control of the expenditures of all taxes levied for library purposes as provided by law, and of the expenditure of all monies available by gift or otherwise, for the erection of library buildings and of all other monies belonging to the library fund; and

H. To contract with the trustees of the township or the Dubuque County board of supervisors or of adjacent townships or counties, or with the trustees or governing bodies of neighboring towns or cities not having library facilities for the public, to loan the books of said library, either singly or in groups, upon such terms as may be agreed upon in such contract. (Ord. 37-16, 8-1-2016)

2-7-14: CHARGE OF BUILDING, DONATIONS:
The board has charge and control of the Carnegie-Stout Public Library building and all gifts and donations to the city for library purposes, and sees that the same are properly preserved for public use. (Ord. 37-16, 8-1-2016)

2-7-15: ANNUAL REPORTS:
The board must each year make a report to the city council for the year ending December 31, giving a statement of the condition of the library, the number of books added thereto, the number circulated, the number not returned or lost, the amount of fines collected, and the amount of money expended in the maintenance thereof during such year, together with such other information as may be deemed important. (Ord. 37-16, 8-1-2016)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Nick Rossman; Denette Kellogg;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 8/1/2024 1:40:24 PM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Library Board of Trustees
Name:	Tom Brennan
Please enter the best way to pronounce your name below:	*Field not completed.*
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Social Media
If other, please specify:	*Field not completed.*
Gender (choose all that apply)	Man
If trans or transgender please specify:	*Field not completed.*

If another identity please specify:	*Field not completed.*
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	3275 Cider Rdg
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	(773) 414-0638
Email Address(es):	bbcindbq@yahoo.com
Place of Employment:	Bible Baptist Church
Business Phone Number:	(563) 258-8123
Job Title/ Duties:	pastor
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I own thousands of books. I've read thousands of books. I've authored five books. The library has been an integral part of our parenting for over twenty years. I'm a leader in the community, interacting with numerous people. I'm a homeowner in Dubuque, and have been a resident here for five years.
What contributions can you make or state reason for applying?	I intend to bring a reasonable conservative voice to discussions. I am conscious that sentence may well prevent me from being accepted, but it is the simple truth.
Describe your experience working in	For sixteen years, I pastored in inner-city Chicago. My congregation, composed of Asians, Latinos, African-Americans, and Caucasians, was minority majority. I lived in the same community where the

diverse environments:	church was. My children were raised in a minority majority neighborhood.
Describe your experience engaging other community members to gather their input and opinions:	As a pastor, I facilitate conversations amongst people on a weekly basis. I solicit their input and proffer counter suggestions or positions. Conversations of this type involve considerable thought, and the resulting decisions are often better than those reached by any one particularly skilled individual.
List two references: (Include their name and phone number)	Don Long - 563-564-1712 Tim Lary - 563-235-9874
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Have you participated in the City Life program?	No
If so, when?	*Field not completed.*
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the	*Field not completed.*

orginization that offered the program and the date of completion:?	

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Signature (type your name here as electronic verification):	Tom Brennan
Date:	8/1/24

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Nick Rossman; Denette Kellogg;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/23/2025 2:30:09 PM

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- 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:	Board of Library Trustees
Name:	Jessica Connery
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	4612 Camelot Drive

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52002
Preferred Phone Number:	(563) 528-2350
Email Address(es):	jessicaconnery@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'm applying to serve on the Board of Library Trustees because libraries have always been a meaningful part of my life and a valued resource for my family. Some of my favorite memories are from story time and hours spent at my childhood library, traditions I've continued with my own children. We moved to Dubuque from Texas two years ago to be closer to family and I'm eager to get more involved in the

	community, especially as my children are getting older. I strongly support the library's mission to enrich lives through access to experiences and information, and I would be honored to contribute to that work. With a leadership background in Human Resources, I bring experience in thoughtful decision-making, strategic planning, and collaboration. I'm excited to support the library's continued growth and impact in 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 have 16 years of experience working in Human Resources for Fortune 10 companies (ExxonMobil and Amazon). I was most recently an HR Manager of an HR Business Partner team at Amazon Web Services. My HR background brings experience in strategic planning, policy development, change management, and diversity, equity and inclusion. I've led HR teams, supported large organizations through periods of change, and worked closely with diverse stakeholders to align people strategies with broader goals. I have experience in analyzing data to inform decision making and in navigating difficult situations. I have a Bachelor of Arts in Psychology from Bradley University and a Masters of Arts in Human Resources & Industrial Relations from University of Minnesota.
Share your experience working in diverse environments:	In my career in HR, I've had the opportunity to work with and support global employees from a wide range of cultural, socioeconomic, and professional backgrounds. I've led initiatives focused on inclusion, equity & diversity, and I believe that diverse perspectives lead to stronger outcomes. I'm committed to fostering inclusive spaces where everyone feels welcome.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Hannah Giardina, (479) 799-1779 (my manager for 3.5 years at Amazon Web Services) Brandon English, (803) 771-1539 (coworker; peer manager for 2.5 years at Amazon Web Services)

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):	Jessica Connery
Date:	05/23/2025

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Nick Rossman; Denette Kellogg;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 8/20/2024 8:32:25 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:	Library Board of Trustees
Name:	Nicole O'Brien
Please enter the best way to pronounce your name below:	*Field not completed.*
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website
If other, please specify:	*Field not completed.*
Gender (choose all that apply)	Woman
If trans or transgender please specify:	*Field not completed.*

If another identity please specify:	*Field not completed.*
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2691 Ravens Oaks DR
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	417-247-8566
Email Address(es):	nobrien338@yahoo.com
Place of Employment:	Olive Garden
Business Phone Number:	563-556-4121
Job Title/ Duties:	Manager- Interviewing, hiring, training, managing inventory, customer service, conflict resolution, health and safety compliance, budgeting, reducing operational costs
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I have a Bachelor of Business Administration. Skills- people, management, customer service, finance, budget, a love of reading
What contributions can you make or state reason for applying?	I would like to help my community. I've been here for a couple of years now and would like to get involved in my community. I stay calm when others don't and try to find a fair solution to a disagreement.
Describe your experience	My have a lot of experience working in diverse environments, whether that is other language, or gender or cultural. As a a manager

working in diverse environments:	in the community I look for individuals who can form the task not if they all think and look the same. Diversity brings new ideas and better solutions.
Describe your experience engaging other community members to gather their input and opinions:	I gather input and opinions from my team by asking trying to talk to them when they have time. I haven't gotten involved in my community before t do so.
List two references: (Include their name and phone number)	Denella Hernendez 417-582-2772 Martin Hernendez 417-582-2772
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?	I would like to this fall
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question,	*Field not completed.*

please list the orginization 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):	Nicole O'Brien
Date:	8/20/24

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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 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. (Ord. 66-15, 10-19-2015; amd. Ord. 5-25, 2-17-2025)

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 subsection2-4-10D1 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. 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.

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; amd. Ord. 6-25, 2-17-2025)

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;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 5/19/2025 8:46:55 AM

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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:	Civic Center Advisory Commission
Name:	McKenzie Blau
Pronunciation:	*Field not completed.*
Street Address: You must live within the	1548 Pego Ct

Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	3193306344
Email Address(es):	mblau@octhomaslaw.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
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?	Yes
If yes, which?	I have been on the Civic Center Advisory Commission for over 10 years
Why are you interested in applying for this	I believe it is important to serve your community and to have a local venue where community members can enjoy performance art.

Board or Commission?	
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am an attorney who has lived in Dubuque for 13 years. I have served (and continue to serve) on other non-profit boards in the community.
Share your experience working in diverse environments:	I have worked in various work environments, including Dairy Queen, the Iowa Capitol, the Drake Legal Clinic and a law firm. I have exposure to people from all backgrounds in representing clients and litigating cases.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Peter Arling 563-557-8400 ext. 254 Colleague/Mentor John O'Connor 563-557-8400 ext. 234 Colleague/Mentor

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):	McKenzie Blau
Date:	5/19/25

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From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; reception@fiveflagscenter.com; Marie Ware;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 5/7/2025 9:03:27 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, Commission, or Committee applying for:	Civic Center Advisory Commission
Name:	Colleen Myers
Pronunciation:	*Field not completed.*
Street Address: You must live within the	65 North Booth

Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	5635438488
Email Address(es):	myersonthemove@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 want to support the Five Flags experience and all the people they bring to Dubuque.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	All this is on my first application
Share your experience working in diverse environments:	All this is on my first application
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Nick Farfan - Five Flags-my boss - 847 840 8464 Julie Kronlage -Travel Dubuque-my boss - 563 599 1143

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):	Colleen Myers
Date:	05/07/2025

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From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; reception@fiveflagscenter.com; Marie Ware;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 1/30/2025 5:12:04 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, Commission, or Committee applying for:	Civic Center Commission
Name:	Ashley Regan
Pronunciation:	*Field not completed.*
Street Address: You must live within the	1100 N Booth St

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 peple.
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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From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; reception@fiveflagscenter.com; Marie Ware;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 5/9/2025 11:16:59 AM

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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:	Civic Center Advisory Commission
Name:	Sara Tandy
Pronunciation:	*Field not completed.*
Street Address: You must live within the	2307 Martin Drive

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?	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?	Yes
If yes, which?	Five Flags Civic Center
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I was brought onto th board this winder and it ends in July so I am reapplying in an interest to serve longer than a few months.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have worked in hospitality for many hars. During this time, I've helped the Chamber bring tourism to Dubuque back in the 1980's and 1990's. I have gone through Leadership Dubuque and have volunteered at many events.
Share your experience working in diverse environments:	I have always worked in diverse environments and this has simply been natural for me.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Dwight Hopfauf He was my GM at Hotel Julien Dubuque 815-914-9653 AnnetteJones 563-599-6055

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 M Tandy
Date:	5/9/2025

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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)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017•2019

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2025 MAY 13 PM 2:25
City Clerk's Office
Dubuque, IA

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.

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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/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: Historic Preservation Commission

NAME: Charles Richard (Rick) Staten

PRONUNCIATION: _____

**Example Name: Petrona Dominguez
**Pronunciation: [Peh-Tro-Nuh Dough-MIN-Gezz]

STREET ADDRESS: 1296 Prairie 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) 580 - 7615

E-MAIL ADDRESS(ES): RickStuten@gmail.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? HPC.

4. HAVE YOU SERVED ON A CITY BOARD OR COMMISSION BEFORE: ☑ YES ☐ NO
   If yes, which? HPC

For this section, please feel free to attach additional pages if necessary.

WHY ARE YOU INTERESTED IN APPLYING FOR THIS BOARD OR COMMISSION?

Enjoy most of the meetings.
Like helping people improve there property.
Keeping the city with so much history
Retaining it.

DESCRIBE YOUR EXPERIENCES (PROFESSIONAL, PERSONAL, OR VOLUNTEER), SKILLS, AND/OR EDUCATION THAT HAVE PREPARED YOU FOR SERVICE ON THIS BOARD/COMMISSION:

B.S in history, Building all types of buildings a
Working on many Historic buildings in Phily. PA.
Live in a home build in the 1880's, Live in
historic distnic.

SHARE YOUR EXPERIENCE WORKING IN DIVERSE ENVIRONMENTS:

Worked in Social work over 40 years.

LIST TWO PROFESIONAL REFERENCES: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)

NAME: _____

PHONE NUMBER: _____

RELATIONSHIP: _____

NAME: _____

PHONE NUMBER: _____

RELATIONSHIP: _____

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: C. Richard Stute

DATE: 5/13/25

10-5A-2: PARK AND RECREATION ADVISORY COMMISSION:

A. Commission Created: There is hereby created the Park and Recreation Advisory Commission.

B. Purpose: The purpose of the commission is to advise on the general beautification and maintenance of the City, parks, trails and open spaces and facilities, advise and recommend the provision of facilities for active and passive parks and recreation and advise and recommend year-round opportunities for organized, inclusive recreation activities for all residents.

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: The commission comprises seven (7) residents of the City, appointed by the City Council.

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 Commissioners 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.

I. 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.

J. Meetings:

1. Regular Meetings: The commission must meet not less than bi-monthly.

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: 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.

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: Except as provided in subsection J4a of this section, the City Council may remove any Commissioner for good cause.

M. Powers: The commission has the following powers, duties, and responsibilities:

1. Provide the City Council with recommendations that further the general and specific purposes of the commission.

2. Recommend the annual operating budgets and ongoing capital improvements budgets.

3. Recommend establishment of or changes to fees, user fees, or rental fees.

4. Recommend issuance of permits, rental or special use agreements for public use of all park and recreation facilities for activities outside of the special events permit process.

5. Recommend development of community partnerships, agreements, leases and/or plans specific to the department.

6. Recommend the establishment of policies, rules and regulations or ordinance changes governing the use of all grounds and facilities that have been or may be set aside as public parks, trails, open spaces, playgrounds, and other such park and recreation facilities. Such recommendations include but are not limited to opening and closing hours for the use of all park and recreation facilities by the general public.

7. Recommend the establishment of general rules and regulations for all park and recreational programs provided by

the City, including fees for league participation, facility usage and rentals by the public.

8. Recommend agreements, leases and other methods to cooperate with the Dubuque Community School District, Holy Family school system, non-profits and other groups interested in the promotion and implementation of recreational activities which are in the best interest of the City.

9. Recommend conceptual and/or final park and recreational area related development plans.

N. Solicitation And Acceptance Of Donations: The commission may solicit donations and gifts of money, personal and real property, and personal services. All such donations and gifts will become the property of the City for the general support of park and recreation programs unless such items have been designated by the donors for specific purposes. (Ord. 22-18, 7-2-2018; amd. Ord. 37-24, 6-17-2024)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Marie Ware; Dan Kroger;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/5/2025 3:03:03 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:	Park and Recreation Advisory Commission
Name:	Jason Henkel
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	1888 Saint Joseph St

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	5635436934
Email Address(es):	jason.m.henkel@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?	Yes
If yes, which?	Parks and Recreation
Why are you interested in applying for this Board or Commission?	I want to serve on the Parks and Recreation Commission to help create vibrant, inclusive spaces that promote wellness, community connection, and outdoor activity. As a business owner and youth advocate, I’m passionate about supporting accessible programming and enhancing our parks to reflect the needs and energy of all residents.

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 firsthand experience in recreation, leadership, and community development. I began as an instructor for City of Dubuque recreation programs and later served on the boards of Dubuque Montessori, TMBR, and KIDS, where I helped lead the development of the Flora Park skatepark. As Executive Director of a recreation-focused nonprofit, I manage youth programs and events that align with the city's mission to promote wellness and inclusion. Personally, I'm an active user of our parks—hiking, camping, cycling, and more—giving me a well-rounded perspective on the value and needs of our outdoor spaces.
Share your experience working in diverse environments:	I have extensive experience working in diverse environments across age groups, backgrounds, and recreational interests. As an instructor for City of Dubuque recreation programs, I worked with youth from varied socioeconomic and cultural backgrounds, adapting my approach to meet their individual needs. Through my leadership on the Dubuque Montessori, TMBR, and KIDS boards, I collaborated with parents, educators, city officials, and advocates with diverse perspectives to build inclusive programs—most notably helping develop the Flora Park concrete skatepark, a space designed to welcome youth of all abilities and interests. As Executive Director of the OAS Foundation, I lead programs that serve a wide range of participants, including at-risk youth, families, and individuals of all skill levels and identities. Our nonprofit intentionally lowers barriers to access for action sports, creating a welcoming and supportive community. Personally, I engage with Dubuque's recreational assets through hiking, biking, camping, and events, which has allowed me to build connections with people across generational, racial, and economic lines. These experiences have deepened my belief that parks and recreation can—and should—be for everyone.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Dan Sullivan - 5635909942 - Co-Worker Beth Gilbreath - 5635425933 - Former Executive Director of Dubuque Montessori School

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	Jason Henkel

as electronic verification):	
Date:	05.05.2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Marie Ware; Dan Kroger;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 3/30/2025 10:54:08 PM

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General Eligibility Requirements for All Boards and Commissions

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- 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:	Park and Recreation Advisory Commission
Name:	Josh Jorgenson
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	3030 Judson Court

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	5636630580
Email Address(es):	jorgenson.josh@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?	Yes
If yes, which?	Parks and Recreation Advisory Commission
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	Currently a member of the Parks and Recreation Advisory Commission
Why are you interested in applying for this Board or Commission?	As a current member of the Parks and Recreation Advisory Commission, I seek another term to help oversee the future direction of the community's parks and recreation offerings. After serving on the commission for two-plus years, I have learned a lot about the

	workings of the department and the important role it plays in enhancing the community.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	In addition to being a first-term member of the Parks and Recreation Advisory Commission, I have a long background of being a volunteer youth sports coach in the community. I am also a former board member of the Dubuque Girls Independent League softball organization. My family has a long history of being "consumers" of the community's parks and recreation programs over the years.
Share your experience working in diverse environments:	During my years coaching youth sports, I have a history of working with a variety of young athletes from diverse backgrounds. Over the years, I have served as a volunteer coach for the former Central Alternative High School's club basketball team, a softball coach for both travel and recreation teams in the area, and a coach for the Dubuque Senior's boys and girls youth basketball programs.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Ronni Oberbroeckling, coworker at McCoy Group. 563-920-3308 Ryan Brown, friend and co-coach for youth sports teams, 563-543-5454
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):	Josh Jorgenson
Date:	3/30/25

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Marie Ware; Dan Kroger;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/12/2025 8:11:58 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, Commission, or Committee applying for:	Park and Recreation Advisory Commission
Name:	Lori Ollendick
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	1390 Oak Park Pl

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52002
Preferred Phone Number:	563-590-5998
Email Address(es):	Lbruflodt3@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	Spring 2022
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Park & Recreation
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Park & Recreation
Why are you interested in applying for this Board or Commission?	I have served on Park & Recreation Commission since July 2022. In 2018 I had a surgery that resulted my being paralyzed and needing to use a wheelchair for my mobility. I continue to utilize city parks and trails from my wheelchair and feel I have been able to bring a different perspective to park and recreation services usage as a disabled user.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have worked in leadership roles in my former career in the Information Technology field which included managing budgets, problem solving and recommending solutions, and working collaboratively within a team. In my current career as Mental Health Therapist I understand the value and role parks and recreation can play in positive brain health. I also currently served on several non-profit boards.
Share your experience working in diverse environments:	In both of my careers I have worked with people of different races, genders, and abilities.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Jennifer Tigges 563-583-7128 Barb Simon 563-599-4392

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):	Lori Ollendick
Date:	05-13-25

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Marie Ware; Dan Kroger;
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, Commission, or Committee applying for:	Park and Recreation Advisory Commission
Name:	Mya Schaefer
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	1720 Plymouth CT

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	802-289-4163
Email Address(es):	myabe802@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	LinkedIn
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?	Yes
If yes, which?	I am on the board of directors with our family ski area operations, Schaefer Resorts, Inc.
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	As the former Head Coach for the Sundown Junior Race Team (SRT), I was an automatic member on the Board of Directors.
Why are you interested in applying for this Board or Commission?	I am highly active in the outdoor sports community around Dubuque. I have spent a lifetime passing along outdoor sports skills, like skiing, kayaking, hiking, camping, trail running, mountain biking, cycling, rock climbing, ice climbing, windsurfing, kite boarding, sailing, and

	walking too. I would love to participate in the facilitation of Dubuque's parks development.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am the Director of Business Analytics for Boyne Resorts. We operate over a dozen large ski resorts across North America, such as Big Sky (MT), Sugarloaf (ME), Sunday River (ME), Brighton (UT), Loon Mtn (NH), etc. Prior to that I spent over 2 decades working for IBM, also in Business Analytics.
Share your experience working in diverse environments:	With a lifetime working in the Services Industry, I am quite comfortable working with all peoples. As a trans-woman, I am familiar with the need for inclusive organizations.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Sarah Carlson*, 563-845-9452, NICC, Nursing Department Chair, via Sundown Race Team's Treasurer, Matt Scherr*, 563-542-2438, DSP President, Sundown Junior Race Team fellow coach for 8 years. * Via Sundown Race Team, I've worked extensively Matt, Sarah, and many other parents around Dubuque, for well over 8 years managing and operating the ski program for kids.

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):	Mya B Schaefer
Date:	05/15/2025

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From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Marie Ware; Dan Kroger;
Subject: Online Form Submittal: Board/Commission Application Form
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* 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, Commission, or Committee applying for:	Park and Recreation Advisory Commission
Name:	Greg Swift
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to	2150 Fairway Dr.

apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	(563) 599-0910
Email Address(es):	swiftgf@msn.com
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website, Other:
If other, please specify:	Reminder from Rick Jones that 3 terms will be expiring in 2025.
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 believe it's important for citizens to involved and to give back to the community.
Describe your experiences	Currently I'm a Supervisor/Team Leader for E91 (formally Entegee). My desk location is at John Deere Dubuque Works, primary groups

(professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	assigned Grader, ADT, SSL, Excavator, and Crawler engineering. Along with Backhoe production, print room for all of C&F world wide . Prior to covid on the grounds board at Camp Albrecht Acres. During the summer starting in June till end of August every Friday afternoon volunteering at the camp doing landscaping. Been a youth soccer coach, and was involved with Ram Boosters for many years.
Share your experience working in diverse environments:	My work over the last 35 years has given many different experiences. From the advancement of technologies in the early nineties to global growth through present. Working with people from all over the world can have it challenges from time zones to language barriers.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	John Dunwoody Jr. , cell number 563-542-8318, co-worker, friend Jeff Streinz , cell number 563-543-8256, business owner, freind Mike Ackerman, cell 563-663-8005, engineering manager Deere, friend Nathan Horstman, cell 563-599-5414, engineering manager Deere, 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):	Greg Swift
Date:	January4, 2025

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CHAPTER 6

RESILIENT COMMUNITY ADVISORY COMMISSION

SECTION:

2-6-1: Commission Created

2-6-2: Purpose

2-6-3: Internal Organization And Rules

2-6-4: Procedures For Operation

2-6-5: Membership

2-6-6: Oath

2-6-7: Terms

2-6-8: Vacancies

2-6-9: Officers/Organization

2-6-10: Meetings

2-6-11: Compensation

2-6-12: Removal

2-6-13: Powers

2-6-1: COMMISSION CREATED:
There is hereby created the resilient community advisory commission. (Ord. 32-16, 7-5-2016)

2-6-2: PURPOSE:
The purpose of the commission is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental well being of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement; and to create a viable, livable and equitable community. (Ord. 32-16, 7-5-2016)

2-6-3: 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. 32-16, 7-5-2016)

2-6-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 32-16, 7-5-2016)

2-6-5: MEMBERSHIP:

A. Composition: The commission comprises nine (9) residents of the city, appointed by the city council.

B. Qualifications: Efforts should be taken to balance the composition of the commission as follows:

1. Members must be able to think systemically and analyze data in order to meet the stated purpose of the commission.

2. Members' interest and/or expertise must represent the three (3) pillars of the sustainable Dubuque model: economic prosperity, environmental integrity, and social/cultural vibrancy.

3. Members should represent a wide range of sectors within the community, including business, neighborhoods, nonprofit, and educational institutions.

4. Three (3) or more members should also hold positions on one of the following commissions: arts and cultural advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, parks and recreation advisory commission, transit advisory commission, and/or zoning advisory commission.

5. Members should represent the socioeconomic, geographic, and demographic diversity of the community, including youth representation. (Ord. 32-16, 7-5-2016)

2-6-6: 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. 32-16, 7-5-2016; amd. Ord. 38-24, 6-17-2024)

2-6-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representatives appointed from the arts and cultural affairs advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, park and recreation advisory commission, transit advisory board, and/or zoning advisory commission must coincide with their terms on the resilient community advisory commission. (Ord. 1-17, 1-3-2017; amd. Ord. 38-24, 6-17-2024)

2-6-8: VACANCIES:
Vacancies must be filled in the same manner as original appointments. (Ord. 32-16, 7-5-2016)

2-6-9: 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 the officers for the remainder of the officer's unexpired term. (Ord. 32-16, 7-5-2016)

2-6-10: MEETINGS:
A. Regular Meetings: The commission generally meets monthly. When there is no business, there is no obligation to meet.

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. 32-16, 7-5-2016; amd. Ord. 42-21, 11-15-2021; Ord. 38-24, 6-17-2024)

2-6-11: 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. 32-16, 7-5-2016)

2-6-12: REMOVAL:
Except as provided in subsection2-6-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 32-16, 7-5-2016)

2-6-13: POWERS:
The commission has the following powers, duties, and responsibilities:

A. To review research and data in order to provide input on reidentification, prevention, and plans for potential economic, environmental, and social/cultural vulnerabilities.

B. To review plans for long term prevention, preparedness, and recovery efforts.

C. To review policy and program recommendations to the city council in order to influence resilient outcomes for the community.

D. To provide comment to the city council on the allocation of budgeted city funding to achieve adopted resiliency goals.

E. To educate and engage the public on commission priorities.

F. To provide input on and review strategies to address identified vulnerabilities in collaboration with city staff, other city commissions and community partners.

G. To review and make recommendations regarding sustainable Dubuque community grant allocations.

H. To respect the policy making authority of the city council, the city manager's responsibilities to implement the goals and priorities the council establishes (council manager form of government) and the responsibility of city staff to report to the city manager.

I. To ensure coordination and communication with other commissions. (Ord. 32-16, 7-5-2016)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Gina Bell;
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, Commission, or Committee applying for:	Resilient Community Advisory Commission
Please identify which required criteria you possess to qualify for the Resilient Community	Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data

Advisory Commission	
Name:	Jacob Kohlhaas
Pronunciation:	Jacob Coal-house
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1125 Richards Rd
Zip Code:	52003
Preferred Phone Number:	312-485-1360
Email Address(es):	jakekohlhaas@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	currently serving on this commission
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	2014
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?	RCAC
Why are you interested in applying for this Board or Commission?	I am currently on this commission and enjoy the work.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I teach a course on sustainability ethics at Loras college. I've served on this commission for several years. I was on the climate action plan committee. I have served on many other committees and boards outside of city government.
Share your experience working in diverse environments:	I work with young adults and college students with international backgrounds.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Beth Gilbreath - Red Basket volunteer 563-542-5933 Dave McDermott - served on same committee - 563-580-1874

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):	Jacob M Kohlhaas
Date:	5/19/2025

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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 (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
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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:	Transit Advisory Board
Name:	Gary Wernimont
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	736 University Ave Apr#2

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	563-239 8363
Email Address(es):	Wernimontg@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?	To help improve the city bus transportation system.
Describe your	I ride the Jule bus system 6 days a week multiple times a day. I see

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	where many improvements can be made in the system. New routes, more hours, increase ridership
Share your experience working in diverse environments:	I work part-time at the Giant Laundry at 19th and Elm. I am working around the public every day and always listen to what the public has to say.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Lynn Lampe, my landlord 563-580-5264 . Tyler Roddick , do work on his patients, 563-543 9500

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):	Gary J Wernimont
Date:	05 -15- 2025

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16-9-1: ZONING ADVISORY COMMISSION:

A. Commission Created: There is hereby created the zoning advisory commission.

B. Purpose: The purpose of the commission is to make recommendations to the city council on applications for rezoning, subdivision plat approval, and text amendments to the zoning ordinance; to receive input from applicants, neighboring property owners, citizens, and city staff; to review applications in terms of their impact on the neighborhood, community, environment, and the city's utilities and transportation systems; and to forward to the city council the commission's recommendations with the assistance of planning services staff.

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 Of Commissioners: The commission comprises seven (7) residents of the city, appointed by the city council.

2. Qualifications:

a. Members must be qualified by knowledge, experience, and ability to act in matters pertaining to short range planning and zoning, none of whom hold an elective position in the city.

b. Two (2) members of the zoning advisory commission must be selected by the city council to serve on the airport zoning advisory commission.

F. Oath: Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission or at the city clerk's office any time prior to the first meeting of the commission.

G. Terms: The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning advisory commission must coincide with their terms on the Airport Zoning Advisory Commission.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. 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. 43-15, 7-6-2015)

J. Meetings:

1. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

2. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

3. 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.

4. 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.

5. 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.

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 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 prepare and recommend a zoning ordinance to exercise the powers conferred by State law. Such zoning ordinance must include the boundaries of the various zoning districts; the height, number of stories, and size of buildings and other structures in each district; the percentage of ground that may be occupied; setback requirements; the size of yards, courts, and other open space; the density of population; the location and use of buildings, structures, and land for trade, industry, commercial, residential, or other purposes; and such regulations and restrictions necessary to enforce such zoning provisions. To this end the commission must prepare a preliminary zoning ordinance and hold public hearings thereon and after such hearings have been held, and submit a final zoning ordinance and its recommendations to the City

Council;

2. To recommend to the City Council, from time to time, as conditions require, amendments, supplements, changes, or modifications to the zoning ordinance but only after a public hearing;

3. To make such surveys, studies, maps, plans, or plats of the whole or any portion of the City and of any land outside thereof, which in the opinion of the commission are consistent with the comprehensive plan and are necessary to carry out the purposes of the commission;

4. To make recommendations to the City Council upon plans, plats, or replats of subdivisions or resubdivisions within the City which show streets, alleys, or other portions of the same intended to be dedicated for public use;

5. To make recommendations to the Long Range Planning Advisory Commission on the preparation and maintenance of the comprehensive plan;

6. To fulfill those duties and responsibilities assigned to a City Planning Commission in State law; and

7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.

N. Waiver From Site Design Standards: The commission has the power to grant such waivers from the site design standards of this Code, as may be reasonable and within the general purpose and intent of the site plan review and approval provisions of this Code if the literal enforcement of one or more provisions of this Code is impracticable or will exact an undue hardship because of peculiar conditions pertaining to the land in question. The affirmative vote of at least four (4) Commissioners shall be necessary to grant a waiver. The waiver may be granted subject to such conditions as the commission may establish to ensure the general purpose and intent of the provisions of this Code are followed. At the commission meeting, the applicant and all other interested parties must be presented a reasonable opportunity to present their views. Decisions of the commission may be appealed to the Zoning Board of Adjustment in the same manner as appeals from a decision of an Administrative Officer. (Ord. 43-15, 7-6-2015; amd. Ord. 48-16, 9-19-2016; Ord. 2-19, 1-22-2019; Ord. 40-24, 6-17-2024)

From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shena Moon; Jason Duba; Wally Wernimont; Matt O'Brien; rblosch@cityofdubque.org;

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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:	Zoning Advisory Commission
Name:	Matthew Mulligan
Pronunciation:	*Field not completed.*
Street Address: You must live within the	1167 Hunters Ridge

Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	5632277132
Email Address(es):	matt@switch-homes.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Currently serve on the ZAC.
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?	Yes
If yes, which?	ZAC & Airport Zoning Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	Continuing to serve the City of Dubuque.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Local contractor & developer.
Share your experience working in diverse environments:	I have had the privilege to work on many boards and commissions over time. Each board always presents a unique group of individuals and personalities to work alongside.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Wally Wernimont: 563-564-5036 Steve Davis: 563-542-3519

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):	Matthew Mulligan
Date:	5-10-25

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From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shena Moon; Jason Duba; Wally Wernimont; Matt O'Brien; rblosch@cityofdubque.org;

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- Minimum age of 18
- Can not be employed by the City of Dubuque

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Zoning Advisory Commission
Name:	Patrick Norton
Pronunciation:	*Field not completed.*
Street Address: You must live within the	920 Valentine Dr

Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	5634953307
Email Address(es):	PATRICK.J.NORTON@GMAIL.COM
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	current member since 2008 with expiring term
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?	Yes
If yes, which?	ZAC
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	ZAC
Why are you interested in applying for this Board or Commission?	I would like to continue serving on the ZAC, especially now, with the rewrite of the UDC underway. I would like to offer input from both a ZAC commissioner perspective, but also as a local civil engineer that uses the code on an almost daily basis.

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 licensed professional engineer in the states of Iowa, Illinois, Wisconsin and Missouri. I can share experiences (positive and negative) regarding using various codes around both the Midwest and country.
Share your experience working in diverse environments:	I have been a civil engineer for 30+ years. While working for former employers, I have worked on projects across the country and in a few foreign countries. In doing so, I have dealt with people of all color, religion, identify, etc. As a volunteer for the Dubuque Senior High Drama Dept, I again interact with people of all races, and identities. I am not saying I have a complete understanding of everyone's beliefs, but I do treat everyone respectfully and equally.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Thomas Larsen, 563.556.4389, business partner Justin Lau, 563.556.4389, business partner

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):	Patrick Norton
Date:	May 15, 2025

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From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shena Moon; Jason Duba; Wally Wernimont; Matt O'Brien; rblosch@cityofdubque.org;

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- 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:	Zoning Advisory Commission
Name:	Dylan Schwering
Pronunciation:	[Dil-In Sh-Wear-Ing]
Street Address: You must live within the	1741 Dexter St

Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	5152982243
Email Address(es):	dylan.schwering@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 want to help Dubuque strive to make the city more accessible and fair to every person who lives in and wants to come to this beautiful city, and I think that this starts with the behind the scenes work done by committees such as the zoning advisory commission. This along with my interest in city planning, I believe that this commission is the

	perfect place for me to get experience and try to make a positive difference in my community.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have varied experience in both professional and volunteer settings that have prepared me for joining this commission. On the professional side, I have worked in an administrative role at the Iowa DOT, this position gave me experience working in and with government officials as well as bridging the gap between members of the public and members of government. On the volunteer side, I work with a disaster response organization that helps communities recover from natural disasters all over the state of Iowa and across the country. Through this work I have gained organizational skills, crisis response skills, and advanced my communication abilities.
Share your experience working in diverse environments:	I have worked in many different environments both professionally and in volunteer roles. In my professional roles, I have worked in retail positions, in food preparation and maintenance in a nursing home environment, in an administrative role with the state government, and currently I am working at a high school as a paraprofessional. In my volunteer work I have worked in disaster response warehouses, in food delivery, and environmental cleanup.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Brian Squier, 515 290 5998, previous boss
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):	Dylan Schwering
Date:	4/15/25

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From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Shena Moon; Jason Duba; Wally Wernimont; Matt O'Brien; rblosch@cityofdubque.org;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 3/28/2025 4:24:16 PM

This sender is trusted.

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:	Zoning Advisory Commission
Name:	Casey
Pronunciation:	*Field not completed.*
Street Address: You must live within the	3960 oneida Avenue

Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	5636636176
Email Address(es):	lhbrightblueeys@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website, City Life or another City of Dubuque Program, Other:
If other, please specify:	Mail brochure
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?	Absolutely

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Filters and Topics AI Mode All Images Videos People skill, computer skills, resourceful skills, positive impact and voice my opinion!!
Share your experience working in diverse environments:	I'm always putting a smile on a friendly face!! I enjoy providing and enforcing a assisting others
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Larry hurst(biechler electric)563-213-3941

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):	Casey Marie Stoyke
Date:	03/28/2025

Email not displaying correctly? View it in your browser.

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	Bob	Woodward	9/14/28

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

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

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	Open	Open	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

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

BOARD OF LIBRARY TRUSTEES
4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION
3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY
4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION
3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Colleen	Myers	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/25

CIVIL SERVICE COMMISSION
4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Open	Open	4/6/29

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	Talma	Brown	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	Open	Open	2/15/28
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	Traci	Phillipson	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

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	Chad	Witthoeft	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	Adam	Schwendinger	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	Open	Open	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	Lucian	Paucean	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	Jason	Davis	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	Open	Open	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD			
3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur. Intermodal Transit Station			
Public Member 1	Open	Open	7/30/25
Public Member 2	Talma	Brown	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	3/25/30
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

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June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE:	Request to Rezone 1395 Washington Street
SUMMARY:	Proof of publication on notice of public hearing to consider a request from Ian Stormont to rezone 1395 Washington from C-4 Downtown Commercial to C-1 Neighborhood 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 1395 Washington Street (Pin 1024430010) From C-4 Downtown Commercial District To C-1 Neighborhood Commercial District
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to CC 1395 Washington Rezoning
2. Application - 1395 Washington
3. Applicant Narrative
4. Vicinity Map
5. Notification Map
6. Staff Report
7. Library of Congress 1889 Perspective Map
8. Ordinance - 1395 Washington
9. C-1 Neighborhood Commercial
10. C-4 Downtown Commercial
11. PowerPoint - 1395 Washington St

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

June 9, 2025

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

Applicant: Ian Stormont
Location: 1395 Washington, PIN 1024430010
Description: To rezone property from C-4 Downtown Commercial to C-1 Neighborhood Commercial zoning district.

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

Mike Kelly, 1398 Elm Street, spoke on behalf of the applicant. He read a statement from Ian Stormont, the property owner which include the being unable to make reasonable use of property, that granting the rezoning will not confer any special privilege, and doing so will not adversely affect other property in the area. He stated that 1395/1397 Washington are only commercial storefronts on the block, which has low foot traffic, and 1397 took a long time to rent and had to be leased at a low rate. He stated that 1395 was listed as commercial, but the property owner could not find a tenant interested in the space. He shared concerns about the proposed railroad overpass on 14th Street and said the first floor residential unit is set up for a handicapped or elderly tenant, and this type of unit is rare.

There was no public input.

Staff detailed the staff report noting that the subject property is the only commercial storefront on the block and that it has been zoned C-4 since 1975. Staff stated that the development in this area is mostly dense single-family residences and that corner stores within residential areas is a common development pattern throughout Dubuque. Staff explained that this would be a downzoning from C-4 to C-1 and the change would reduce the intensity of uses but also allow residential use on the first floor. Staff noted that because the uses in the C-1 district are less intense than those in the C-4 zoning district, staff did not expect the neighborhood to be impacted. Staff noted that no public input was received.

Recommendation
By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approve the request to rezone the subject property from C-4 Downtown Commercial to C-1 Neighborhood Commercial zoning district.

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

Respectfully submitted,

Rich Russell, Vice Chairperson
Zoning Advisory Commission

Attachments

City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

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: 1395 Washington St. Dubuque, IA 52001

Legal Description/Parcel ID#/Subdivision: 1024430010

Existing Zoning: C-4 Proposed Zoning: C-1 Site Area (square feet/acres): ~10204 sq feet

Historic District: National Register Washington Neighborhood Landmark: ☐ Yes ☒ No

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

Property is zoned C-4 Downtown Commercial with convernsion to C-1 Neighborhood Commercial it is more in line with the neighborhood make up. The C-1 designation will allow for commercial and residential use in this neighborhood while preserving the feel of the neighborhood. C-1 will increase the availability of quality affordable housing available in the neighborhood.

C. Applicant/Agent Information

Name: Ian Stormont Phone: 608-345-1488

Address: 1020 Reddy Dr. City: Platteville

State: WI Zip: 53818 Email: imstormont@gmail.com

D. Property Owner(s) Information

Name(s): Ian Stormont Phone: 608-345-1488

Address: 1020 Reddy Dr. City: Platteville

State: WI Zip: 53818 Email: imstormont@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: _____ Date: _____

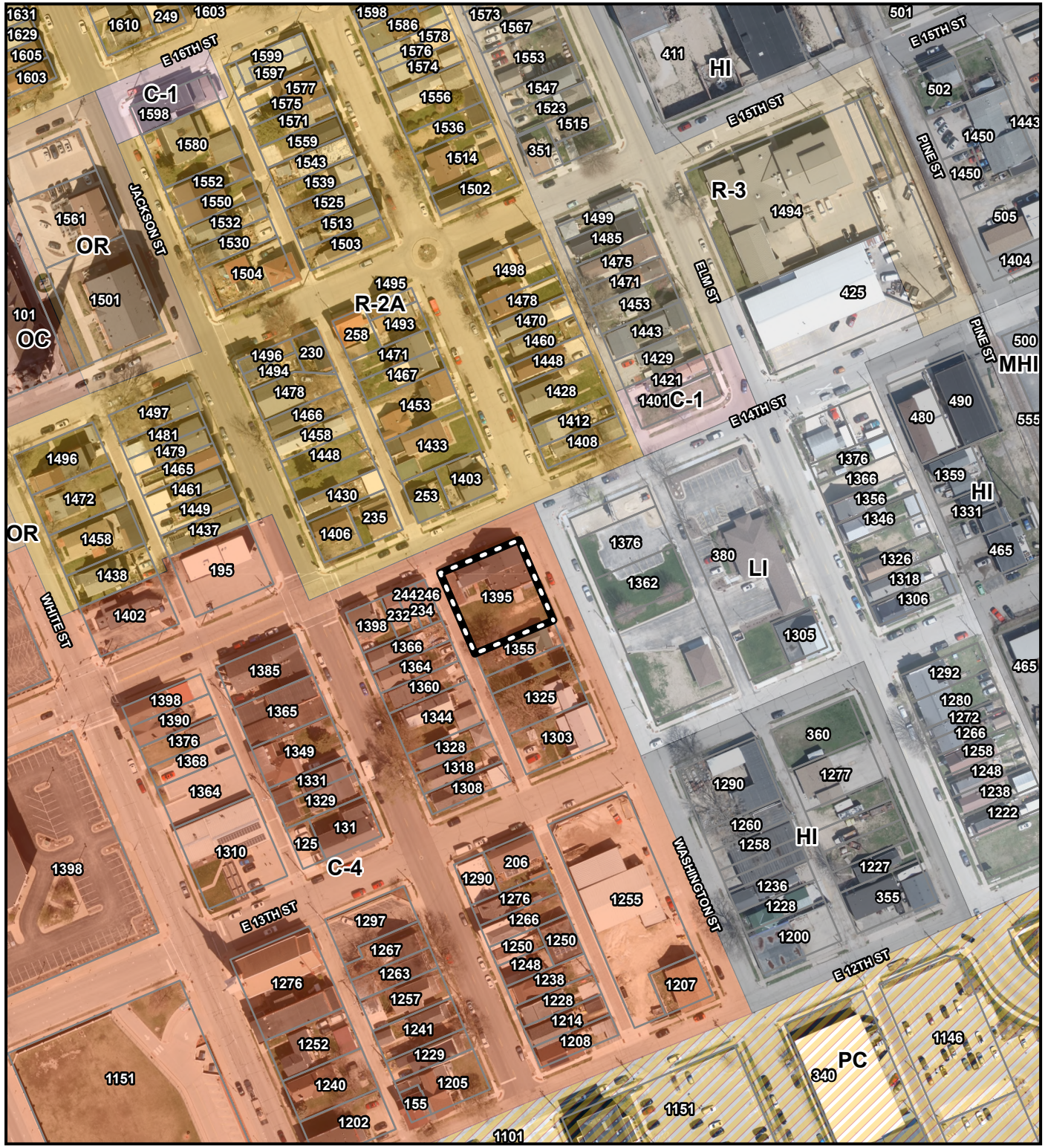
Property Owner(s): Ian Stormont Date: 5/14/2025

FOR OFFICE USE ONLY

Fee $ $714 Ck# _____ ☐CC ☐Cash Received by 614 already received by invoice Date 5-13-25

Applicant Project Narrative

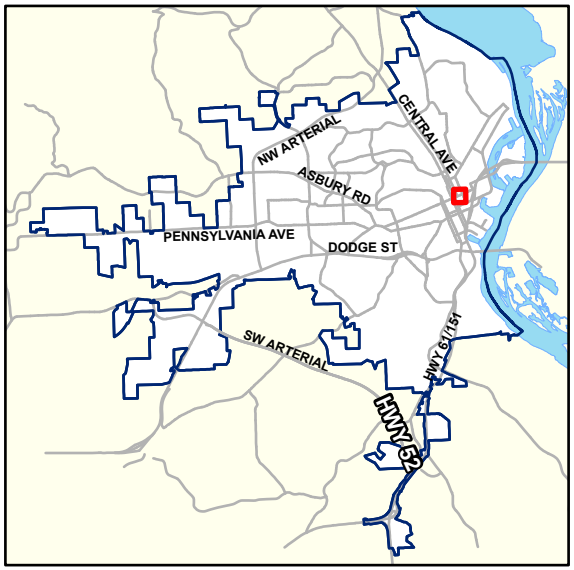
1395 and 1397 Washington St are the only commercial use spaces on the block. The foot traffic is very low and is not viable for storefronts. The 1397 Washington St. side took well over a year to lease and was only leased with significant incentives and an extremely low rate. This is not meeting expenses for owning the space. The 1395 Washington St side was left in extremely good condition when the tenant moved out in early 2023. Immediately the property was listed for commercial lease, and despite its high quality, and below market rate rents no commercial tenant was interested in this unit.
Given the location, low foot traffic, lack of surrounding storefronts/shops, and proposed overpass with possible closing/altering of streets deter any possible tenants from investing in their business/performing a buildout in this space. The strong possibility of the 14th St. overpass closing the street has made this space almost impossible to rent as a commercial storefront. Being located in an urban revitalization district having quality, affordable housing improves the area and contributes positively to the revitalization. Also, spaces that are acceptable for elderly and wheelchair accessible are extremely limited in the city and this provides an additional space for this population.



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

Vicinity Map



Applicant: Ian Stormont

Location: 1395 Washington Street

Type: Rezoning

Description: To rezone property from C-4 Downtown Commercial to C-1 Neighborhood Commercial zoning district.

Subject Property

0 75 150 300
Feet

N

1:2,000

1395 Washington Street
Subject Property
Properties Notified
200-Foot Notification Boundary
JACKSON ST
WASHINGTON ST
ELM ST
E 14TH ST
E 13TH ST
1395
1355
1362
1376
380
1305
1325
1303
1433
1403
1428
1408
1412
1448
1430
1406
235
253
195
1365
1385
1349
1331
1329
1398
1366
1364
1360
1344
1328
1318
1308
244246
234
232
1290
1277
360
1260
1258
1255
206
131
125
0
35
70
140
Feet
N
Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Communi

REZONING STAFF REPORT Zoning Agenda: June 6, 2025

Property Address: 1395 Washington, PIN 1024430010

Property Owner: Ogilvy Rentals LLC

Applicant: Ian Stormont

Description: To rezone property from C-4 Downtown Commercial to C-1 Neighborhood Commercial zoning district.

Proposed Land Use: Mixed-Use **Proposed Zoning:** C-1

Existing Land Use: Vacant property **Existing Zoning:** C-4

Adjacent Land Use:

	Adjacent Zoning:
North – Residential	North – R-1/R-3
East – Commercial	East – R-2A
South – Residential	South – C-4
West – Residential	West – LI

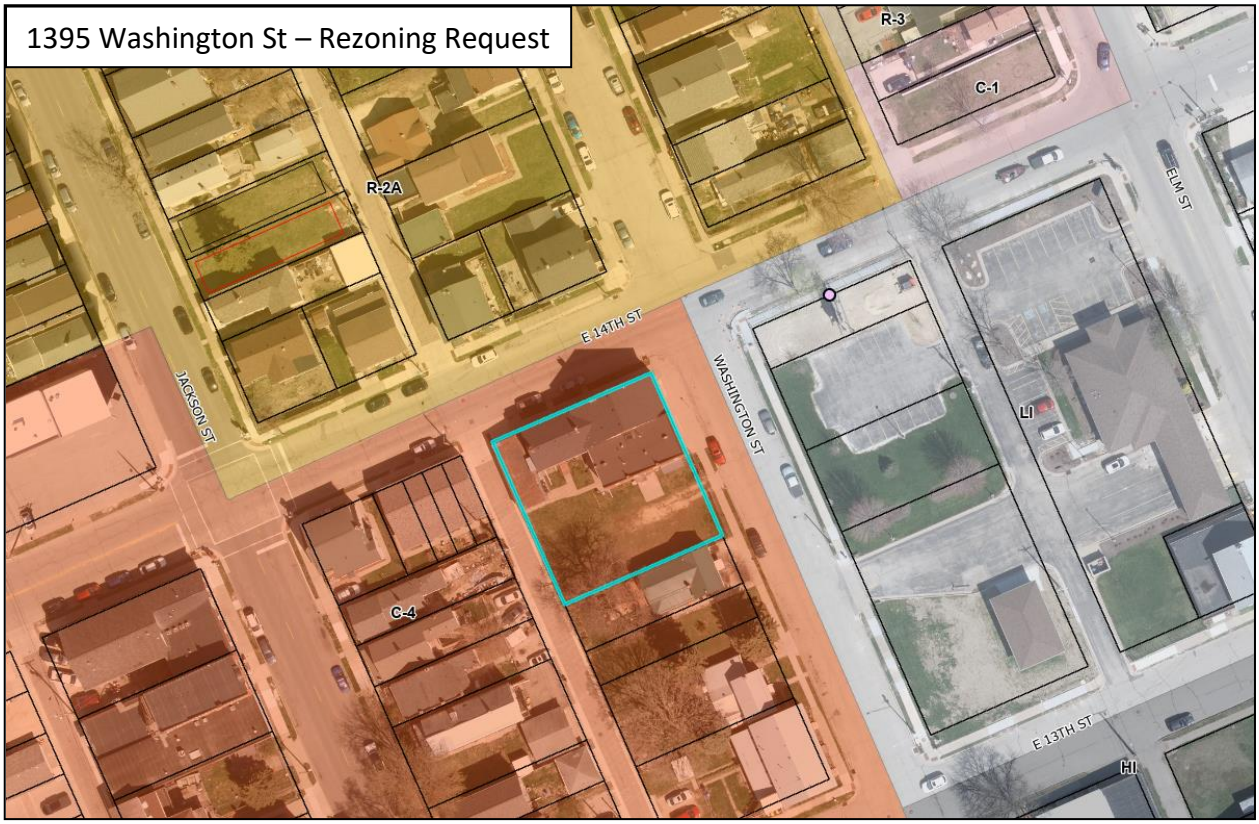
Former Zoning: Pre-1975 – Business District
1975 – C-4 Downtown Commercial District
1985 – C-4 Downtown Commercial District

Total Area: 10,204 square feet (.234 acres)

Property History: The subject site has been zoned as Business District or Downtown Commercial since before 1975. The building(s), in their current form, appear on the 1989 Perspective Map of Dubuque (attached). The commercial storefronts have been utilized as commercial space off and on throughout the decades while the upper story apartments and the residences along East 14th St. were regularly occupied by tenants. The southern lot appears to have been vacant since at least 1872 (likely utilized for storage for whichever commercial tenant occupied the storefronts).

Physical Characteristics: The subject site is an approximately 10,000 square foot corner lot. The property includes two lots under one parcel ID. The property is in a mixed use, but primarily residential neighborhood and is bordered by residential properties to the north, west, and south, and a commercial property to the east. The property is comprised of two lots. The north lot is developed with two commercial storefronts with multi-family residences above, a ground level duplex along East 14th St. and a one-stall garage. The south lot is vacant.

Site image provided on the following page.



Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Future Land Use Plan identifies the property as Mixed Use. As proposed, the project would help to meet the following recommendations of the Comprehensive Plan:

- Create a vibrant environment where residents can live, work, and play within walking and biking distance of their home and opportunity sites throughout the community.
- Promote mixed-use development both downtown, within the John F. Kennedy Road Corridor, and key intersections along the Southwest Arterial. These mixed-use areas should provide a variety of residential choices, access to goods and services, and neighborhood amenities like parks and schools within a walkable environment.
- Be responsive to market demands and the needs of residents by providing key retail and employment centers. Ensure that such development does not impact the quality of life in adjacent residential neighborhoods.

Impact of Request on:

Utilities: The area is adequately served by both city water and sanitary sewer. Mains for both utilities are located in Washington Street and the green alley to the west.

Traffic Patterns/Counts: Traffic counts from 2021 for E. 14th Street, which has a Minor Arterial classification, are noted at 4020 average daily trips and traffic counts for this portion of Washington Street, which has a Local Street classification, are noted at 420 average

daily trips (2001). The property, zoned as C-4, would currently allow for a large variety of uses intended for the downtown. Due to the less intense uses permitted within the C-1 zoning district, the impact on traffic would maintain the status quo or would even be expected to decrease overall.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or redeveloped.

Environment: The subject site does not have any exterior alterations or additions proposed. Any development of the vacant portion of the site or exterior redevelopment of the existing site would require an approved site plan with review from the City's Development Review Team and would be subject to the Unified Development Code. As such, it is not anticipated that there would be any adverse effects on the environment.

Adjacent Properties: The subject property is surrounded by primarily residential properties on all sides except to the east. Overall, the C-1 district would mimic other C-1 districts throughout the city in that they are typically on corner lots within primarily residential neighborhoods. The requested C-1 rezoning would not change the nature of the subject property or the area and is considered a downzoning with regard to the permitted uses.

CIP Investments: None.

Staff Analysis: The applicant is seeking to rezone property from C-4 Downtown Commercial to C-1 Neighborhood Commercial zoning district. The subject site has been zoned as Business District or Downtown Commercial since before 1975. The building(s), in their current form, appear on the 1989 Perspective Map of Dubuque (attached). The commercial storefronts were utilized as commercial space off and on throughout the decades while the upper story apartments and the residences along E 14th were regularly occupied by tenants. The southern lot appears to have been vacant since at least 1872 (likely utilized for storage for whichever commercial tenant occupied the storefronts).

The subject site is an approximately 10,000 square foot corner lot. The property includes two lots under one parcel ID. The property is in a mixed use, but primarily residential neighborhood and is bordered by residential properties to the north, west, and south and a commercial property to the east. The property is comprised of two lots. The north lot is developed with two commercial storefronts with multi-family residences above, a ground level duplex along East 14th St. and a one-stall garage.

The applicant proposes to rezone the property to C-1 in order to allow for residential use on the first floor of the 1395 Washington Street building. Residential use on the first floor is not permitted within the current C-4 zoning district. The subject property is surrounded by primarily residential properties on all sides except to the east. This entire 1300 block along both side of the alley of both Jackson and Washington are legally non-conforming residential uses with only the subject property's storefronts as commercial space. The requested C-1 rezoning would not likely change the nature of the subject property or the area and is considered a downzoning with regard to the number and intensity of permitted

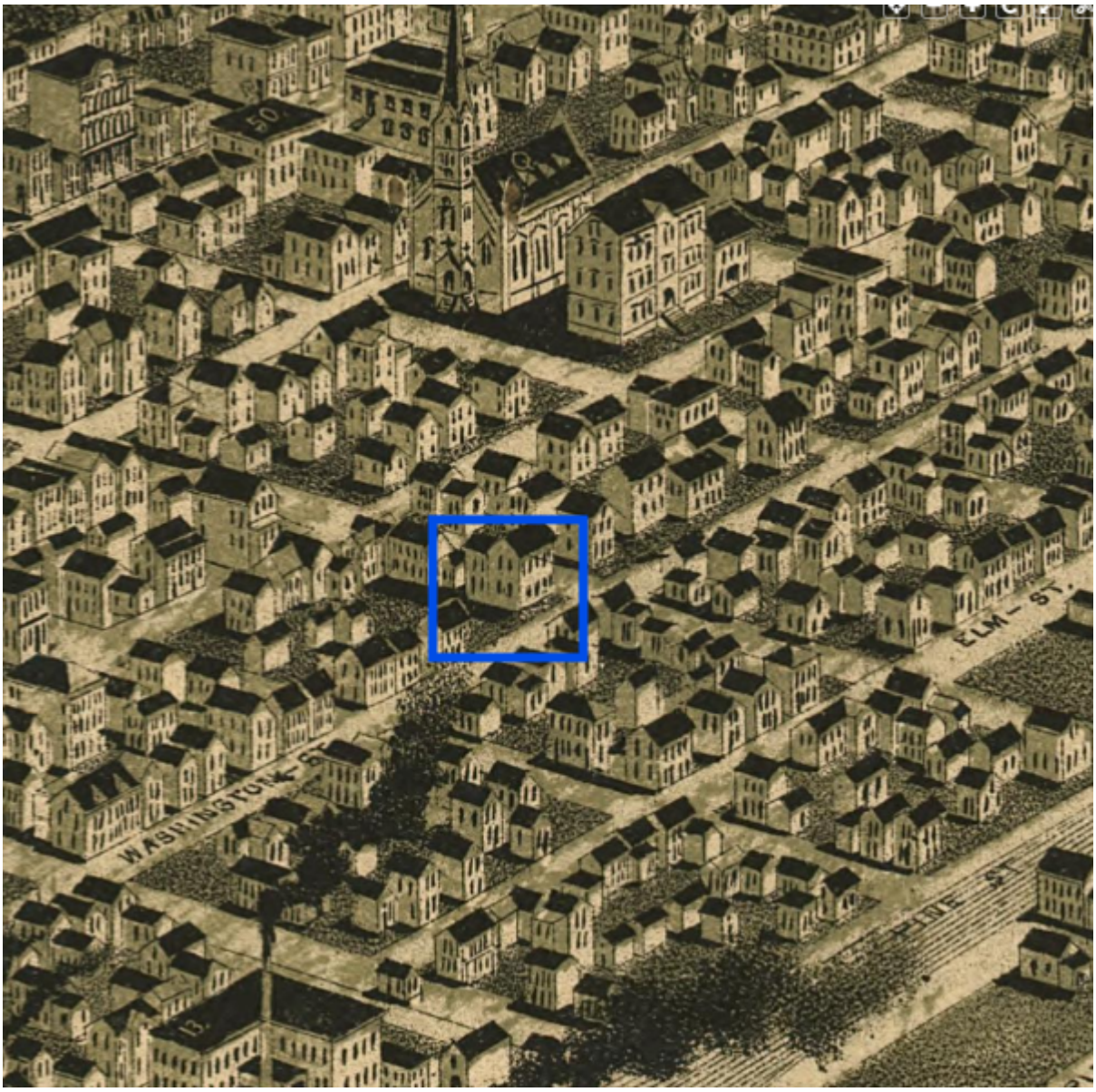
uses.

The C-4 zoning district does not require off-street parking. Though, the C-1 zoning district would require off-street parking. As with any legally non-conforming property within the city, the site would potentially be afforded a parking credit. The credit takes into consideration current and past uses with the goal of flexibility and maintaining the status quo for a neighborhood with regard to parking demand. A parking credit would be applied to any future use in order to determine whether a parking variance would be required. Therefore, traffic and parking demand are not expected to adversely impact the neighborhood. Additionally, the property currently allows for a large variety of commercial uses intended for the downtown and since less intense uses are permitted within the C-1 zoning district, the impact on traffic patterns and counts would, at worst, maintain the status quo, or would even be expected to decrease overall.

The requested C-1zoning district is considered a downzoning because the number and intensity of permitted uses are reduced. Attached are the code section showing the uses and bulk standards for both the C-1 and C-4 zoning districts. All uses are permitted in the C-1 (18) are allowed in the C-4 excluding the residential uses where C-4 Only permits residential use above the first floor only. The biggest difference in these districts relates to the intensity of the use, location of residential uses, and off-street parking requirements.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the proposed rezoning to the City Council in accordance with Chapter 16-9-5 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by: _____ Reviewed by: _____ Date: 5/23/2025



Library of Congress 1889 Perspective Map

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

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1395 WASHINGTON STREET (PIN 1024430010) FROM C-4 DOWNTOWN COMMERCIAL DISTRICT TO C-1 NEIGHBORHOOD 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 C-4 Downtown Commercial District to C-1 Neighborhood Commercial District, to wit:

Lots 70 & 71 East Dubuque Addition, 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. Breitfelder, City Clerk

16-5-10: C-1 NEIGHBORHOOD COMMERCIAL:
The C-1 district is intended to be established on a very limited basis, to provide individual parcels for commercial and residential uses in older buildings in the city's established neighborhoods, while maintaining neighborhood character and fostering opportunities for affordable housing. (Ord. 52-09, 10-19-2009)

16-5-10-1: PRINCIPAL PERMITTED USES:
The following uses are permitted in the C-1 district:

Bakery (retail only).

Barber or beauty shop.

Flower shop, garden store, or commercial greenhouse.

General office.

Grocery or drug store (maximum 3,500 square feet).

Laundromat.

Licensed childcare center.

Maternity group home.

Multi-family dwelling (maximum 6 dwelling units).

Place of religious exercise or assembly.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Retail sales and service.

School of private instruction.

Shoe repair.

Single-family detached dwelling.

Townhouse (maximum 6 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023)

16-5-10-2: CONDITIONAL USES:
The following conditional uses may be permitted in the C-1 district, subject to the provisions of section16-8-5 of this title:

Accessory dwelling unit.

Gas station (not including service station).

Indoor restaurant.

Licensed adult day services.

Medical office.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 20-22, 5-20-2022)

16-5-10-3: ACCESSORY USES:
The following uses may be 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 turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-10-4: 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)

16-5-10-5: 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)

16-5-10-6: SIGNS:
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-10-7: BULK REGULATIONS:

C-1 Neighborhood Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side[2]	Minimum Rear[3]	
				Minimum	Maximum			
All uses	-	-	-	10 ft.[1]	-	-	-	30 ft.

Notes:

1. Minimum 20 feet for garages facing a street.
2. When abutting a residential or office residential district, a 6 foot side setback is required.
3. When abutting a residential or office residential district, a 20 foot rear setback is required.

(Ord. 52-09, 10-19-2009)

16-5-10-8: STANDARDS FOR NONRESIDENTIAL USES:
The following standards shall apply to all nonresidential permitted and conditional uses in the C-1 district:

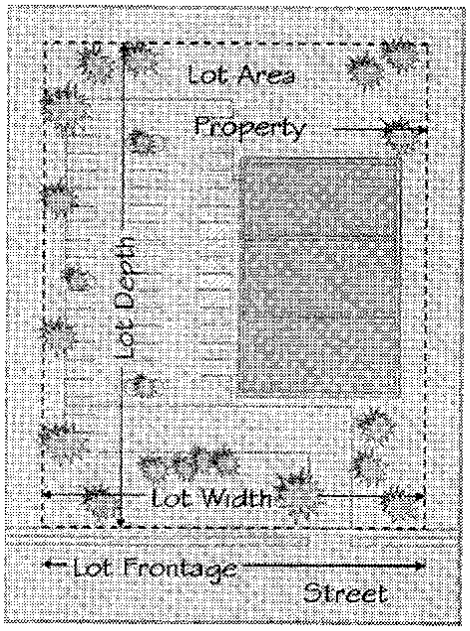
A. The use shall be established in an existing structure that was designed for public, quasi-public, commercial, office, institutional, or industrial use.

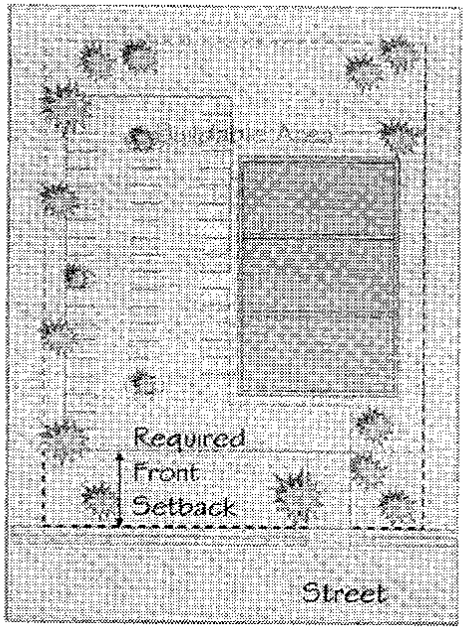
B. The structure was never converted to a residential use after the effective date hereof.

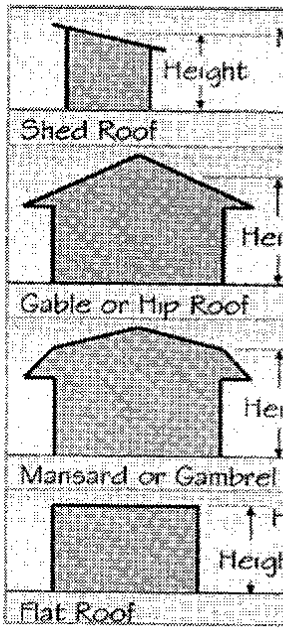
C. The use shall be conducted entirely within the structure.

D. There shall be no outdoor storage of equipment or materials on the property or adjacent public right of way.

E. All vehicles in excess of two (2), used in conjunction with the use shall be stored within a building when they remain on the property overnight or during periods of nonuse, unless an alternate parking location is provided in a properly zoned area.







(Ord. 52-09, 10-19-2009)

16-5-14: C-4 DOWNTOWN COMMERCIAL:
The C-4 district is intended to provide locations in the downtown commercial areas of the city for a large variety of uses. The C-4 district is not intended to have any application in undeveloped or newly developing areas of the city. The regulations for this district are designed to encourage the maintenance of existing uses and the private reinvestment and redevelopment of new uses. (Ord. 52-09, 10-19-2009)

16-5-14-1: PRINCIPAL PERMITTED USES:
The following uses are permitted in the C-4 district:

Agricultural supply sales.

Animal hospital or clinic.

Appliance sales or service.

Art gallery, museum, or library.

Artist studio.

Auditorium or assembly hall.

Automated gas station.

Bakery (wholesale/commercial).

Banks, savings and loan, or credit union.

Bar or tavern.

Barber or beauty shop.

Business services.

Catalog center.

Commercial greenhouse.

Construction supply sales or service.

Contractor shop or yard.

Dental or medical lab.

Department store.

Furniture or home furnishing sales.

Furniture upholstery or repair.

Gas station.

General office.

Grocery store.

Hotel.

Housing for the elderly or persons with disabilities.

Indoor amusement center.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Maternity group home.

Medical office.

Mini-warehouse below the first floor only.

Mortuary or funeral home.

Neighborhood shopping center.

Parking structure.

Pet daycare or grooming.

Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

Public or private park or similar natural recreation area.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Retail sales or service.

School of private instruction.

Service station.

Shoe repair.

Supermarket.

Tailor or alteration shop.

Tattoo parlor.

Tour home.

Upholstery shop.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 41-16, 8-15-2016; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023; Ord. 1-24, 1-16-2024)

16-5-14-2: CONDITIONAL USES:
The following conditional uses may be permitted in the C-4 district, subject to the provisions of section16-8-5 of this title:

Car wash.

Drive-up automated bank teller.

Licensed adult day services.

Off street parking.

Passenger transfer facility.

Restaurant, drive-in or carryout.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 44-23, 9-18-2023)

16-5-14-3: ACCESSORY USES:
The following uses are permitted as accessory uses as provided in 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.

Drive-up automated bank teller.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-14-4: TEMPORARY USES:
Temporary uses shall be regulated in conformance with the provisions of section16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-14-5: PARKING:
Off street parking is not required. New surface off street parking lots are prohibited unless approved by the city council. Underground and aboveground parking garages are allowed provided they are an integral part of a new or existing building. (Ord. 52-09, 10-19-2009)

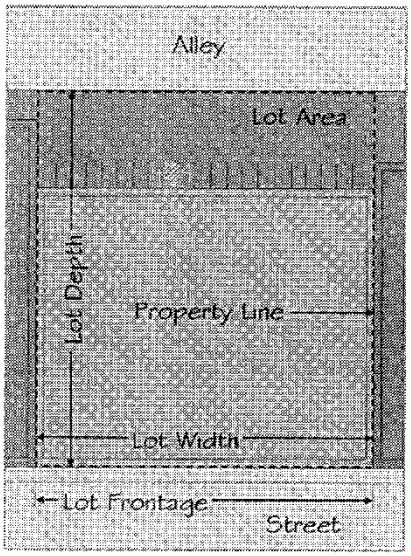
16-5-14-6: SIGNS:
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

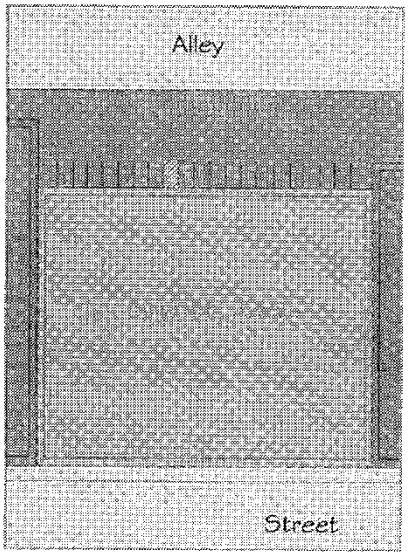
16-5-14-7: BULK REGULATIONS:

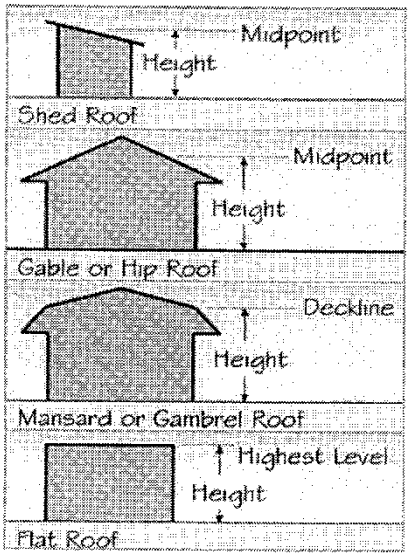
C-4 Downtown Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks			Maximum Height
				Minimum Front	Minimum Side[1]	Minimum Rear[2]	
C-4 Downtown Commercial	**Minimum Lot Area**	**Minimum Lot Frontage**	**Maximum Lot Coverage (Lot Area)**	**Setbacks**			**Maximum Height**
				Minimum Front	**Minimum Side[1]**	**Minimum Rear[2]**	
Permitted uses:							
Residential above first floor	-	-	-	-	-	-	75 ft.
Vehicle sales	20,000 sq. ft.	-	-	-	-	-	75 ft.
All other permitted uses	-	-	-	-	-	-	75 ft.
Conditional uses:							
Licensed adult day services, licensed childcare center	3,500 sq. ft.	50 ft.	50%	-	-	-	75 ft.
All other conditional uses	-	-	-	10 ft.	-	-	75 ft.

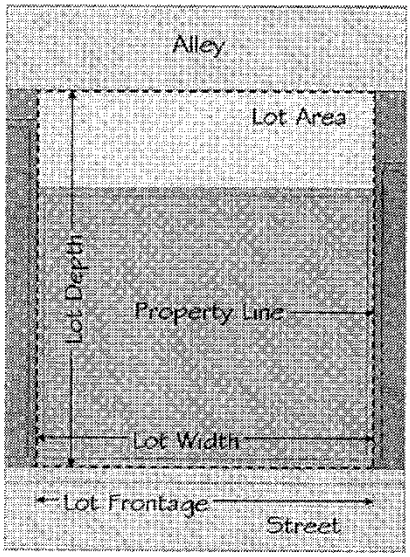
Notes:

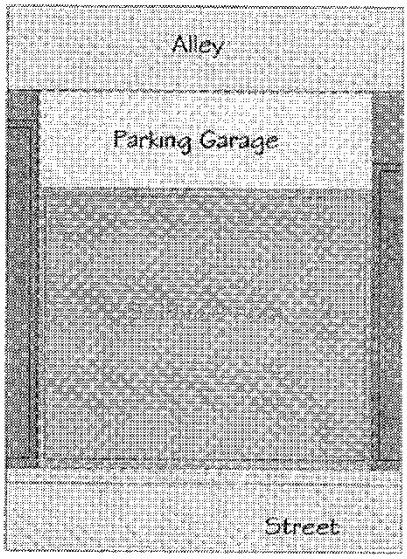
1. When abutting a residential or office residential district, a 6 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.











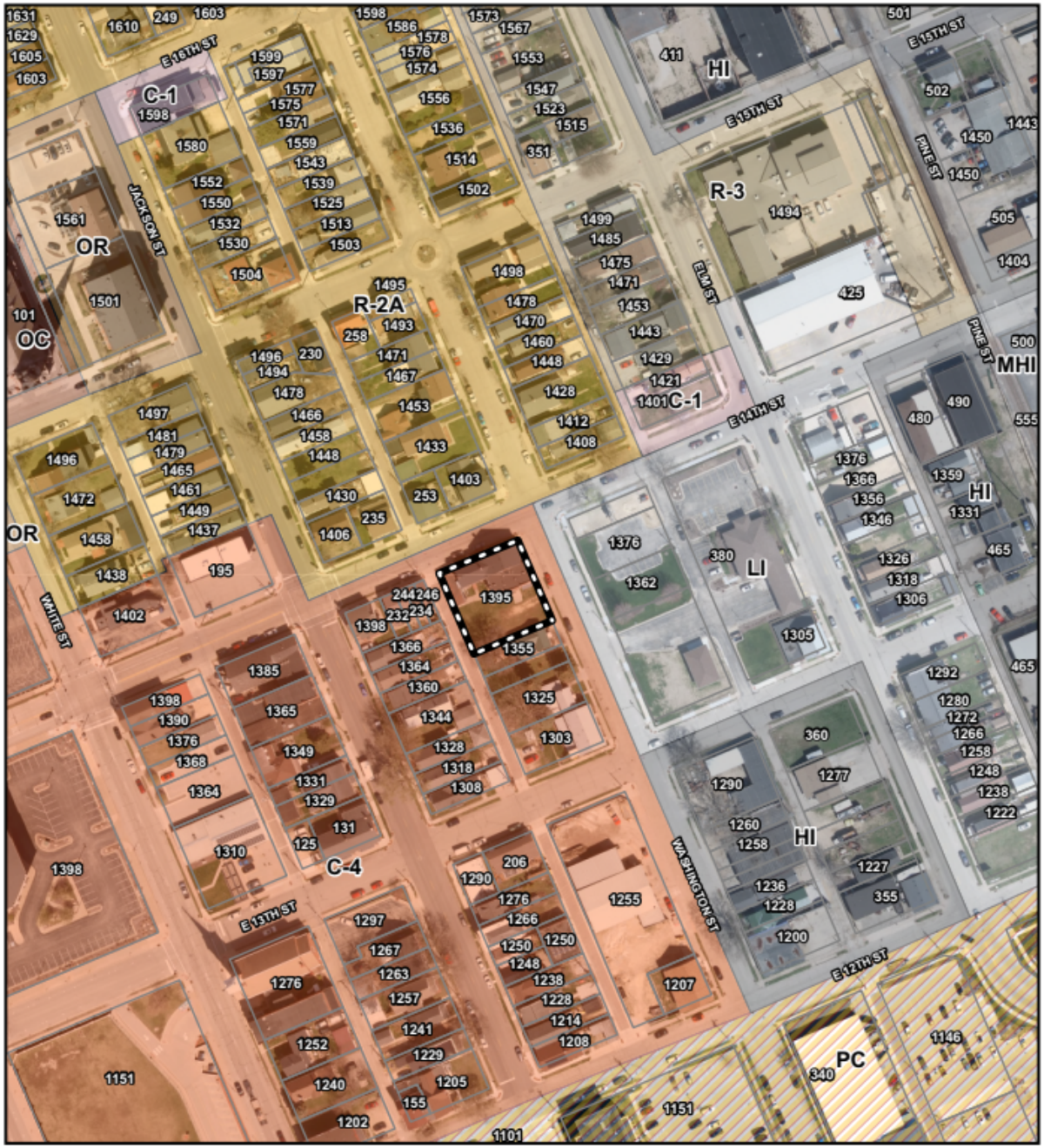
(Ord. 52-09, 10-19-2009)

1395 Washington Street

To rezone property from C-4 Downtown Commercial to C-1 Neighborhood Commercial zoning district.

Presentation to City Council

June 16, 2025



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017•2019

Vicinity Map

Applicant: Ian Stormont

Location: 1395 Washington Street

Type: Rezoning

Description: To rezone property from C-4 Downtown Commercial to C-1 Neighborhood Commercial zoning district.

Subject Property

0 75 150 300
Feet

N

1:2,000

1395 Washington Street
Subject Property
Properties Notified
200-Foot Notification Boundary
JACKSON ST
WASHINGTON ST
ELM ST
E 14TH ST
E 13TH ST
1395
1355
1376
1362
380
1305
1325
1303
1433
1403
1448
1428
1412
1408
1401
1453
1430
1406
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206
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1258
1277
360
425
1504
1495
1493
1496
230
1471
1467
1478
1470
1460
1453
1443
1429
1421
1401
1376
1366
1356
1346
0 35 70 140 Feet
N
Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Commun

Project Site

- Property & Zoning History:
  - Pre-1975 – Business District
  - 1975 – C-4 Downtown Commercial
  - 1985 – C-4 Downtown Commercial

- Project Site:
  - .234 acres (10,204 sq. ft) (two lots)
  - Existing two-story building
  - Storefronts have been utilized for commercial space off and on throughout it's history

- Adjacent Land Use:
  - North – Residential
  - East – Commercial
  - South – Residential
  - West – Residential

Impact of Request on:

- Utilities:
  - The area is adequately served by both city water and sanitary sewer. Mains for both utilities are located in Washington Street and the green alley to the west.
- Public Services:
  - Public Services are adequate to serve the project.
- Environment:
  - No exterior alterations
- Adjacent Properties:
  - Surrounded by primarily residential uses except for the property to the east.
  - C-1 zoning is common for corner lots in a primarily residential neighborhood
- Traffic Patterns/Counts:
  - C-1 zoning district allows for a variety of uses
  - Technically a down zoning from C-4
- Capital Improvement Investments:
  - Future 14th Street overpass may impact future development/uses on the subject property.

C-4 vs C-1 Permitted Uses

- C-4 allows for 58 permitted uses
- C-1 is a downzoning from C-4

Permitted Uses
C-1 Zoning District
Bakery (retail only)
Barber or beauty shop
Flower shop/garden store/commercial greenhouse
General office
Grocery or drug store (max 3,500 sq. ft.)
Laundromat
Licensed childcare center
Maternity group home
Multi-family dwelling
Place of religious exercise
Railroad or public/quasi-public utility
Retail sales & service
School of private instruction
Shoe repair
Single-family detached dwelling
Townhouse
Two-family dwelling

Public Input

- No public input has been provided for this item.

Zoning Advisory Commission Recommendation

By a vote of 5 to 0, the Commission recommends that the City Council approve the rezoning of 1395 Washington Street from C-4 Downtown Commercial to C-1 Neighborhood Commercial.

A simple majority vote is needed for City Council to approve the rezoning of the property.

QUESTIONS?

Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Request to Rezone Property at June Drive
SUMMARY:	Proof of publication on notice of public hearing to consider a request from Josh Ramler, Ramler Construction, to rezone a portion of the end of June Drive, PIN 1034478001, from AG Agriculture to R-1 Single Family Residential 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 The West Terminus Of June Drive From AG Agriculture District To R-1 Single-Family Residential District
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to CC_June Drive
2. Application - June Drive REZ
3. Vicinity Map - June Drive REZ
4. Notification Map - June Drive
5. Gerald & Barb Roling - June Dr - Ltr of Support
6. Staff Report - End of June Drive REZ
7. AG Zoning District
8. R-1 Zoning District
9. June Drive - REZ ORD

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

June 9, 2025

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

Applicant: Josh Ramler, Ramler Construction
Location: End of June Drive, PIN 1034478001
Description: To rezone a portion of property from AG Agriculture to R-1 Single Family Residential zoning district.

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

Josh Ramler, 2019 Creekwood Drive, spoke on behalf of the project. He stated they are seeking to rezone a portion of the eight-acre property to R-1 to allow the construction of a single-family residence.

There was no public input.

Staff detailed the staff report noting the request is to rezone a portion of the lot at the west end of June Drive to allow for an access driveway with turnaround, and a single-family residence. Staff explained that the AG Agriculture district allows single-family homes only if they are accessory to at least 10 acres of active agriculture land, so a rezoning is needed to allow a single-family residence on this property. Staff noted that this request does not involve any subdivision of property. Staff said that the project was reviewed by the Development Review Team (DRT) to review access, stormwater, and fire requirements. Staff explained that the Zoning Board of Adjustment approved a Special Exception for the residence to be 270' from the front property line where 50' maximum is permitted. Staff noted that the rest of the property will remain AG. Staff said a neighbor had written an email expressing their support for the rezoning.

The Commission asked why just a portion of the lot was being rezoned. Staff explained that's the property owner has requested a rezoning for only a portion of the property and that zoning districts are not required to align with parcel boundaries, and properties can have multiple zoning districts.

Recommendation

By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approve the request to rezone the subject property from AG Agriculture to R-1 Single Family Residential zoning district.

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

Respectfully submitted,

Rich Russell, Vice Chairperson
Zoning Advisory Commission

Attachments

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221

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: 1000 Jule Dr. Dubuque IA 52003

Legal Description/Parcel ID#/Subdivision: Lot 1-1 SE ¼ SE ¼ SEC 34 T89N-R2E / 1034478001

Existing Zoning: A Proposed Zoning: R1 Site Area (square feet/acres): _____

Historic District: _____ Landmark: ☐ Yes ☒ No

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

Build single family home and zone R1 where house sits.

C. Applicant/Agent Information

Name: Josh Ramler Phone: 563.451.8484

Address: 2019 Creek Wood Dr. City: Dubuque

State: IA Zip: 52003 Email: Josh.Ramlerconstruction@gmail.com

D. Property Owner(s) Information

Name(s): DAN + JOANN GIESE Phone: 563-495-2495

Address: 795 MT. CARMEL RD. City: _____

State: IA Zip: 52003 Email: giese.joann@gmail.com, dangiese@gmail.com

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

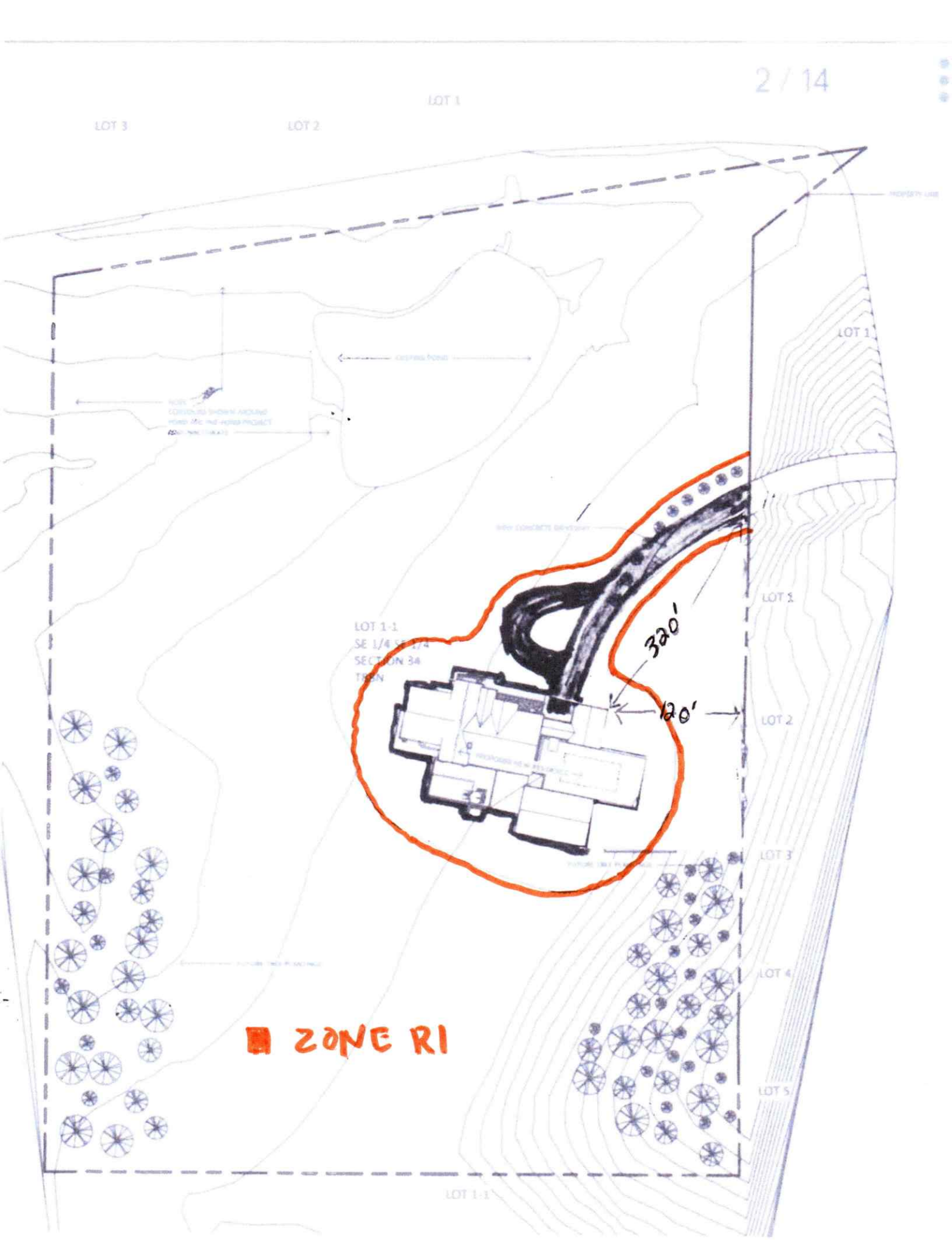
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted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

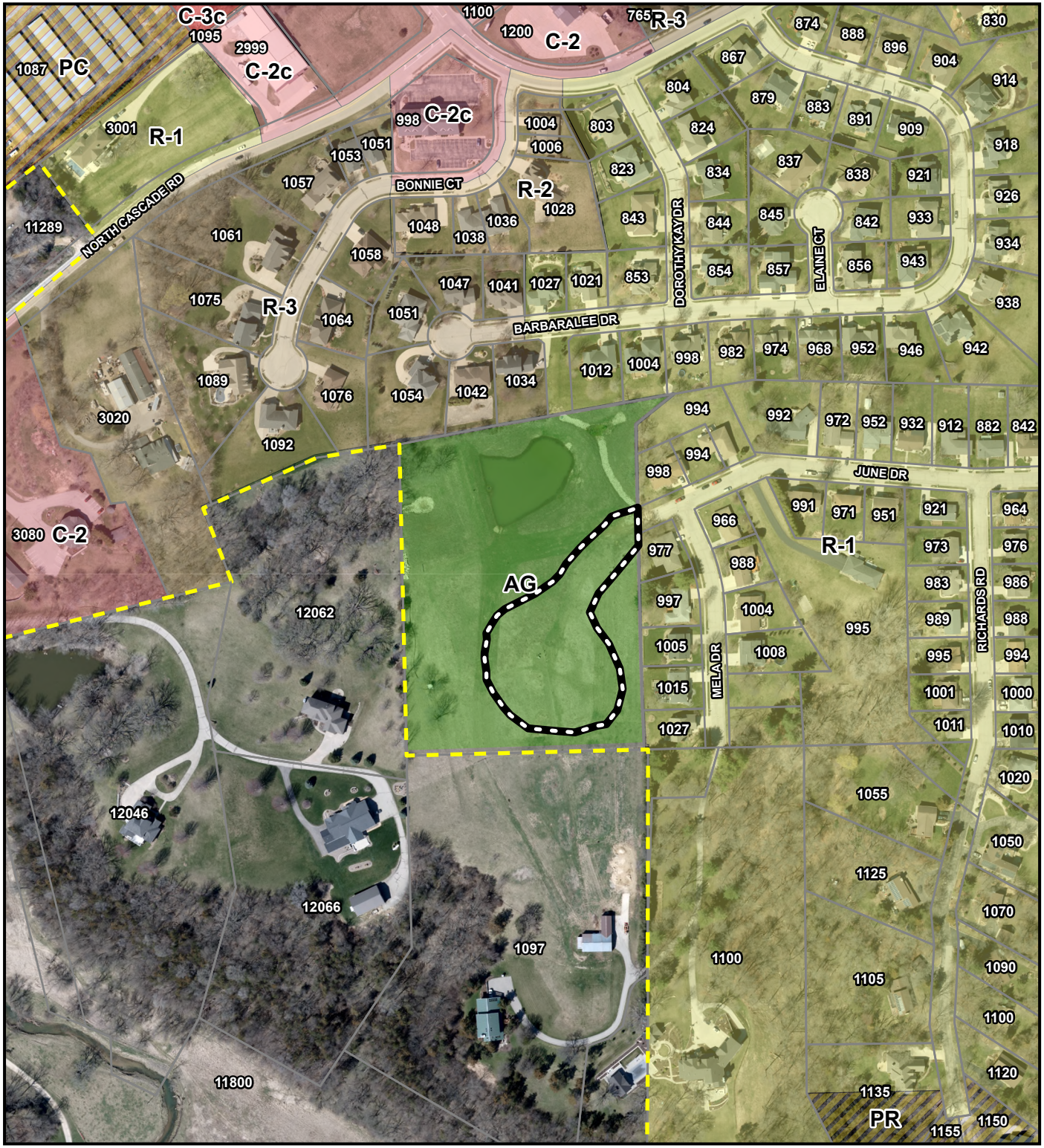
Applicant/Agent: [signature] Date: 4-22-25

Property Owner(s): joann + Dan Giese Date: 22 April 25

FOR OFFICE USE ONLY

Fee $ $672 Ck# 3316 ☐ CC ☐ Cash Received by Matt/Travis (includes May SPE) Date 4-25-25


LOT 1
LOT 3
LOT 2
LOT 1
LOT 1-1
LOT 2
LOT 3
LOT 4
LOT 5
320'
120'
ZONE R1

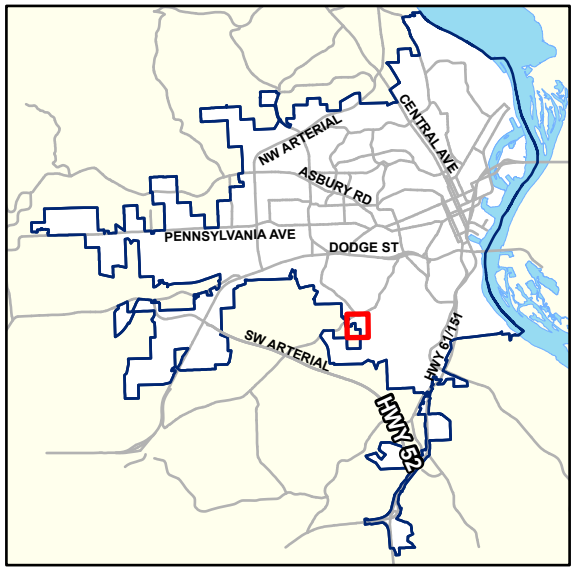


THE CITY OF DUBUQUE

Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

Vicinity Map



Applicant: Josh Ramler, Ramler Construction

Location: End of June Drive, PIN 1034478001

Type: Rezoning

Description: To rezone portion of property from AG Agriculture to R-1 Single Family Residential zoning district.

Subject Property

City Limits

0 140 280 560

Feet

N

1:3,500

June Drive75
Subject Property
200-Foot Notification Boundary
Properties Notified
BONNIE CT
BARBARALEE DR
JUNE DR
MELA DR
RICHARDS RD
1061
1058
1064
1051
1047
1041
1027
1021
853
854
857
856
943
938
942
946
952
968
974
982
998
1004
1012
1034
1042
1054
1076
1092
3020
3080
12062
12046
12066
994
992
972
952
932
912
998
994
991
971
951
921
966
977
988
973
983
997
1004
995
989
1005
1008
995
1015
1001
1027
1011
1055
1097
1100
1125
1105
1090
0
75
150
300
Feet
N
Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Commun

Shena Moon

From: Barb Roling <rolingbarb@gmail.com>
Sent: Wednesday, May 21, 2025 9:24 AM
To: Planning
Subject: June 4th Zoning Advisory Commission meeting

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

Dear Zoning Advisory Board Members,

We received a notice of the June 4th public hearing to discuss the rezoning of the end of June Drive from AG Agriculture to R-1 Single Family Residential. We are in favor of the rezoning. We have spoken to the new owners that Josh Ramler will be working with and are okay with there being a single home on the property.

Thank you for your strong consideration to approve the new zoning.

Gerald and Barb Roling
1027 Mela Dr, Dubuque, IA 52003

REZONING STAFF REPORT Zoning Agenda: June 6, 2025

Property Address: End of June Drive, PIN 1034478001

Property Owner: Daniel J & Joann M. Giese Trust

Applicant: Josh Ramler, Ramler Construction

Description: To rezone portion of property from AG Agriculture to R-1 Single Family Residential zoning district.

Proposed Land Use: Residential **Proposed Zoning:** R-1

Existing Land Use: Vacant property **Existing Zoning:** AG

Adjacent Land Use:	**Adjacent Zoning:**
North – Residential	North – R-1/R-3
East – Residential	East – R-1
South – Residential/Agriculture	South – County R-3
West – Residential	West – County R-3

Former Zoning:

1985 – AG Agriculture
1975 – AG Agriculture

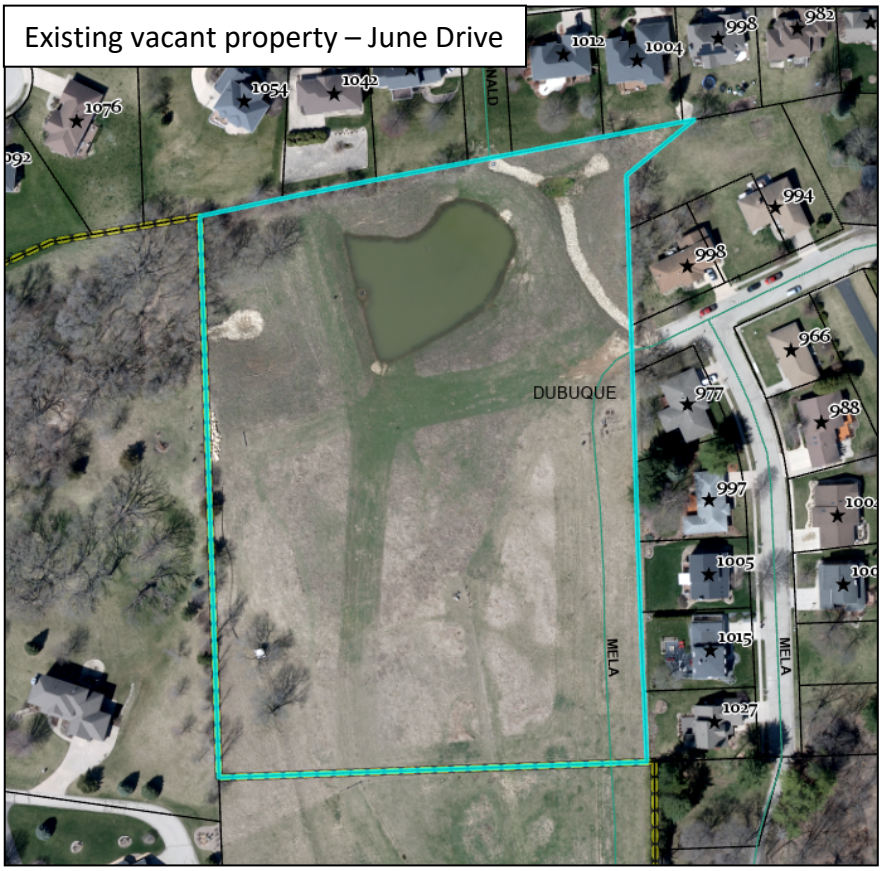
Total Area: 7.55 acres

Property History: The subject site has historically been zoned for agriculture use and was utilized as an alpaca farm for a number of years. The property is currently vacant.

Physical Characteristics: The subject site is an approximately 7.5-acre lot. There is a stormwater detention pond at the north end of the property. The subject site is otherwise undeveloped. The property is in a residential neighborhood and is bordered by single-family residences (City limits) to the north and east, and single-family residences on multi-acre lots (County) to the south and west. The property is gradually sloping from downhill from east to west with an overall elevation change of approximately 60 ft.

Site image provided on the following page.

Existing vacant property – June Drive



Area to be rezoned outlined in green
(notification area in red)

Concurrence with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Future Land Use Plan identifies the property as Park & Open Space. As proposed, the project would help to meet the following recommendations of the Comprehensive Plan:

- Integrate future single-family residential neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services.

Impact of Request on:

Utilities: The area is adequately served by both city water and sanitary sewer. Mains for both utilities are located in June Drive.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) last counted the vehicle trips alone June Drive in 1975. At that time, the average annual daily traffic count was 25 vehicles. The surrounding subdivision along June Drive, Mela Drive, and Richards Drive has been further developed since that time; however, these roadways all dead end in the subject neighborhood therefore not allowing for through traffic. The applicant is requesting to rezone approximately 1-acre of the property to R-1 in order to allow for the development of one single-family residence which would be located at the end of June Drive. It is not anticipated that vehicular trips along June Drive or the adjacent streets would be substantially increased by the addition of one single-family residence.

Public Services: Public services are adequate to serve the site regardless of how it may be utilized or redeveloped.

Environment: The subject site totals approximately 7.55 acres. The property has historically been utilized for agriculture uses and has remained undeveloped. The property owner wishes to rezone an approximately 1-acres area of the site in order to construct a single-family residence. The proposed single-family residential use would be consistent with the adjacent residential uses surrounding the property. Site plan review is not required for the construction on a single-family residence; however, the property owner has sat down with the City's Development Review Team to discuss aspects of development which include utility connections, construction of the end of June Drive, stormwater management, and fire access to the site. Staff will continue to work with the applicant regarding the site development. As such, it is not anticipated that there would be any adverse effects on the environment.

Adjacent Properties: The subject property is surrounded by County and City residential properties on all sides. The requested R-1 rezoning would be a continuation of the permitted residential uses in the surrounding area.

CIP Investments: None.

Staff Analysis: The applicant is seeking to rezone a portion of the property from AG

Agriculture to R-1 Single Family Residential zoning district. The subject site has historically been zoned for agriculture use and was utilized as an alpaca farm for a number of years. The property is currently vacant.

The subject site is an approximately 7.5-acre lot. There is a stormwater detention pond at the north end of the property. The subject site is otherwise undeveloped. The property is in a residential neighborhood and is bordered by single-family residences (City limits) to the north and east, and single-family residences on multi-acre lots (County) to the south and west. The property is gradually sloping from downhill from east to west with an overall elevation change of approximately 60 ft.

The applicant is proposed to rezone approximate 1-acre of site area to R-1 in order to allow for the construction of a new single-family residence. The proposed residence would be located toward the center of the subject site and would be accessed from the end of June Drive. Site plan review is not required for the construction of a single-family residence; however, the property owner has sat down with the City's Development Review Team to discuss aspects of development which include utility connections, construction of the end of June Drive, stormwater management, and fire/emergency access to the site. Staff will continue to work with the applicant regarding the site development requirements and as such, it is not anticipated that there would be any adverse effects on the environment.

The requested R-1 zoning district would allow for the construction of a single-family residence. Below is a chart showing the permitted uses in both the AG and R-1 zoning districts. The highlighted items are permitted in both zoning districts. The R-1 zoning district would allow for a single-family residence as a permitted use. A copy of the AG and R-1 codes sections are attached.

Principal Permitted Uses	
AG Zoning District	**R-1 Zoning District**
Farming and agriculture, including the raising of crops and livestock, horticulture, forestry, animal husbandry, and similar farming activities	Single-family detached dwelling
	Cemetery, mausoleum, columbarium
	Community gardens
Noncommercial nursery	Golf course
Railroad/public or quasi-public utility/substation	Maternity group home
	Parks, public or private, natural recreation area
	Place of religious exercise or assembly
	Public, private or parochial school
	Railroad/public or quasi-public utility/substation

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the proposed rezoning to the City

Council in accordance with Chapter 16-9-5 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by: Date: 5/26/2025

16-5-21: AG AGRICULTURE:
The AG district is intended to conserve farmland for agricultural purposes and to serve as a "holding" zone to prevent the premature development of large land acreages and of recently annexed land for which the most appropriate future use has not yet been determined. (Ord. 52-09, 10-19-2009)

16-5-21-1: PROHIBITED USES:
The following uses are prohibited in the AG district:

Feedlot.

Livestock confinement operation. (Ord. 52-09, 10-19-2009)

16-5-21-2: PRINCIPAL PERMITTED USES:
The following uses are permitted in the AG district:

Farming and agriculture, including the raising of field crops and livestock, horticulture, forestry, animal husbandry, and similar farming activities.

Noncommercial nursery.

Railroad or public or quasi-public utility, including substation. (Ord. 52-09, 10-19-2009)

16-5-21-3: CONDITIONAL USES:
The following conditional uses may be permitted in the AG district subject to the provisions of section 16-8-5 of this title:

Kennel.

Quarry.

Retail sale of agricultural products.

Wind energy conversion systems.

Winery. (Ord. 35-15, 5-18-2015)

16-5-21-4: ACCESSORY USES:
The following uses may be permitted as accessory uses as provided in section 16-3-7 of this title:

Barbed wire or electric fences when used for livestock containment.

Barn, shed or similar structure.

Seasonal sale of produce grown on site.

Single-family detached dwelling, provided it is located on a lot of ten (10) acres or more and is incidental and subordinate to an active agricultural use it serves.

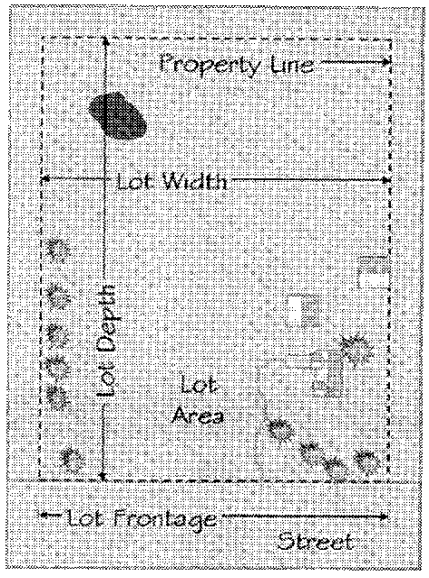
Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

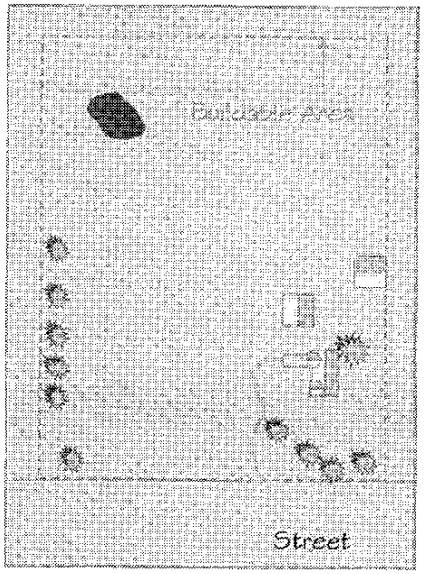
16-5-21-5: TEMPORARY USES:
Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

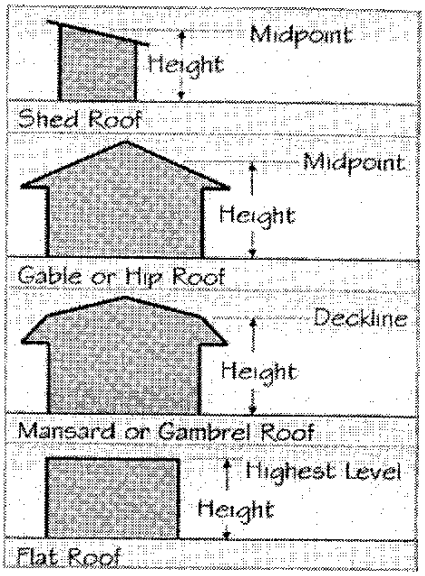
16-5-21-6: PARKING:
Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-21-7: SIGNS:
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-21-8: BULK REGULATIONS:
Reserved for future use.







(Ord. 52-09, 10-19-2009)

16-5-2: R-1 SINGLE-FAMILY RESIDENTIAL:
The R-1 district is the most restrictive residential district and is intended to protect low density residential areas from the encroachment of incompatible uses. The principal use of land in this district is for low density single-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-2-1: PRINCIPAL PERMITTED USES:
The following uses are permitted in the R-1 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-2-2: CONDITIONAL USES:
The following conditional uses may be permitted in the R-1 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Keeping of horses or ponies.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014)

16-5-2-3: ACCESSORY USES:
The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-2-4: TEMPORARY USES:
Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-5: PARKING:
Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-7: BULK REGULATIONS:

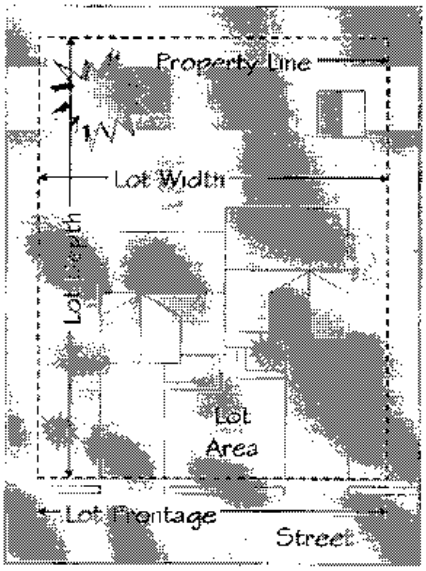
R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum[2]	Maximum			
Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft.[1]
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	40%	20 ft.	-	6 ft.	20 ft.	30 ft.
Mortuary, funeral home or crematorium	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.

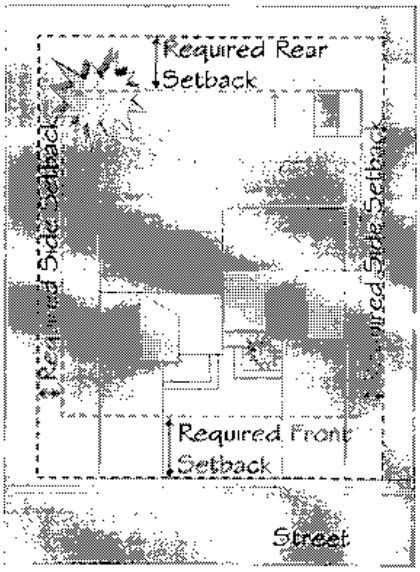
R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum[2]	Maximum			

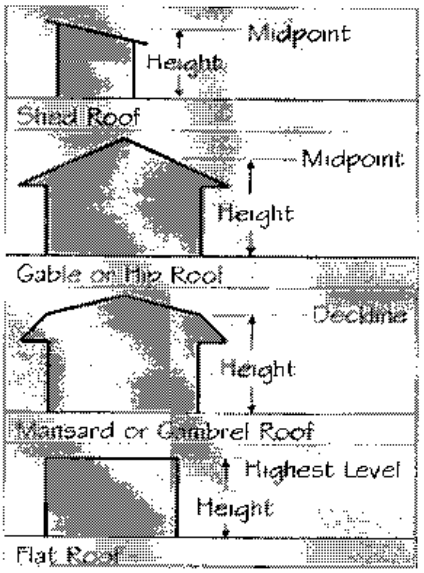
Notes:

1. May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.

2. See section 16-3-17 of this title for adjustment of minimum front yard setbacks.







(Ord. 52-09, 10-19-2009)

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

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT THE WEST TERMINUS OF JUNE DRIVE FROM AG AGRICULTURE DISTRICT TO R-1 SINGLE-FAMILY RESIDENTIAL 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 AG Agriculture District to R-1 Single-Family Residential , to wit:

As shown on Exhibit A, 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.

_____

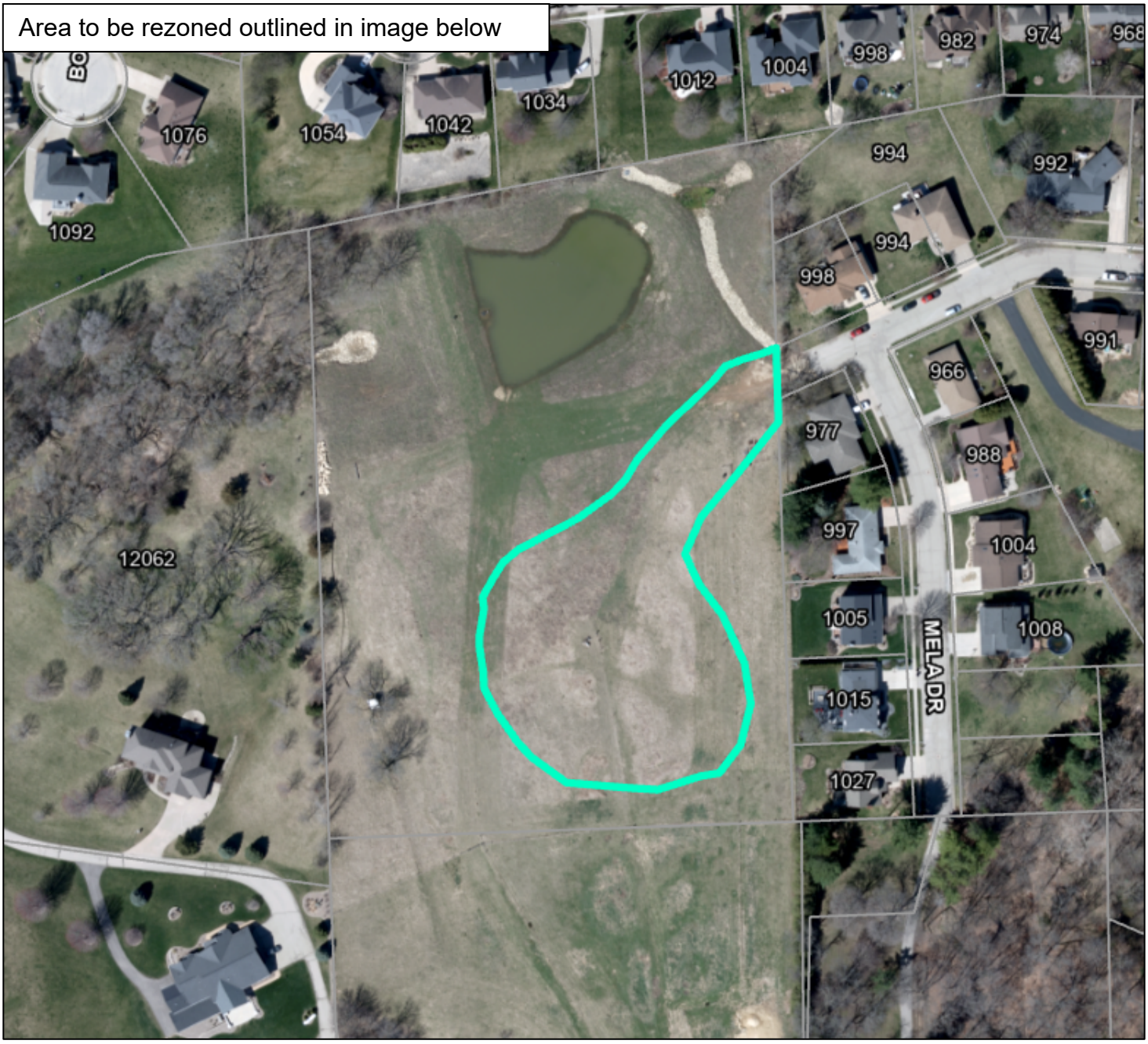
_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Exhibit A

Area to be rezoned outlined in image below



Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Unified Development Code Amendment on Restaurant, Carry-Out
SUMMARY:	Proof of publication on notice of public hearing to consider a request from the City of Dubuque to amend the Unified Development Code to include a definition for Restaurant, Carry-Out and modify the definition of Restaurant, Drive-In/Carry-Out and to allow for Restaurant, Carry-Out (not including drive-in) as a Permitted Use in the C-2 Neighborhood Shopping Center, C-4 Downtown Commercial, and CR Commercial Recreation zoning districts and as a Conditional Use in the C-1 Neighborhood 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 Amending Sections 16-2-3 Definitions, 16-5-10 C-1 Neighborhood Commercial, 16-5-11 C-2 Neighborhood Shopping Center, 16-5-14 C-4 Downtown Commercial, And 16-5-17 Cr Commercial Recreation By Adding The Restaurant, Carryout Definition And Making It A Principal Permitted Use In C-2, C-4, And CR Districts And A Conditional Use In The C-1 District
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to CC - Carry Out Restaurant
2. Application Text Amendment - Carryout Restaurant
3. Memo - Carryout Restaurant
4. Zoning Map - Carryout Restaurant
5. Ordinance - Text Amendment Carryout Restaurant
6. CC Presentation - Text Amendment Carryout Restaurant

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

June 9, 2025

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

Applicant: City of Dubuque

Description: To amend the Unified Development Code to include a definition for Restaurant, Carry-Out and modify the definition of Restaurant, Drive-In/Carry-Out and to allow for Restaurant, Carry-Out (not including drive-in) as a Permitted Use in the C-2 Neighborhood Shopping Center, C-4 Downtown Commercial, and CR Commercial Recreation zoning districts and as a Conditional Use in the C-1 Neighborhood Commercial zoning district.

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

Staff spoke on behalf of the City of Dubuque, the applicant. Staff explained the recent request by a business owner to operate a carryout restaurant on the 1400 block of Central Avenue, which would require a Conditional Use Permit. Staff explained that the Planning Services Department has received similar requests and as a result have evaluated whether a the Carryout Restaurant use should be a separate use from the Drive-In Restaurant use in the code. Staff explained that the two uses have different characteristics and carryout restaurants are typically less intense and require less space than drive-in restaurants. Therefore, the Carryout Restaurant use is a more appropriate to allow as a principal permitted use for a wider set of zoning districts.

The Commission asked how a carryout restaurant differs from a convenience store. Staff responded that a carryout restaurant serves food that is prepared on site, rather than just prepackaged food prepared or processed elsewhere.

Trijuana Robinson, the business owner seeking to start the carryout restaurant, thanked the Commission for advancing the text amendment. She noted she is working with the Health Department to get a restaurant license.

The Zoning Advisory Commission discussed the request finding it appropriate.

Recommendation
By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approved 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

City of Dubuque
Planning Services Department
Dubuque, IA 52001-4845
Phone: 563-589-4210
Fax: 563-589-4221
planning@cityofdubuque.org

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: City of Dubuque

Legal Description/Parcel ID#/Subdivision: _____

Existing Zoning: _____ Proposed Zoning: _____ Site Area (square feet/acres): _____

Historic District: _____ Landmark: ☐ Yes ☐ No

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

To create a separate definition for Carryout Restaurant and to allow Carryout Restaurant as a Permitted Use in the C-2, C-4, and CR zoning districts and a Conditional Use in the C-1 zoning district.

C. Applicant/Agent Information

Name: Michael Van Milligen, City Manager Phone: 563-589-4110

Address: 50 W 13th St City: Dubuque

State: IA Zip: 52001 Email: _____

D. Property Owner(s) Information

Name(s): N/A 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: Michael Van Milligen Date: 05/22/2025

Property Owner(s): N/A Date: _____

FOR OFFICE USE ONLY

Fee $N/A Ck#_____ ☐CC ☐Cash Received by_____ Date_____

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Zoning Advisory Commission

FROM: Jason Duba, Assistant Planner

DATE: May 23, 2025

SUBJECT: Amend the Unified Development Code Section 16-2-3 to include a definition for Restaurant, Carry-Out and modify the definition of Restaurant, Drive-In/Carry-Out and to allow for Restaurant, Carry-Out as a Principal Permitted Use in the C-2 Neighborhood Shopping Center, C-4 Downtown Commercial, and CR Commercial Recreation zoning districts and as a Conditional Use in the C-1 Neighborhood Commercial zoning district.

INTRODUCTION
This memo transmits an application and an ordinance for a proposed Text Amendment to Section 16-2-3 of the Unified Development Code (UDC) zoning regulations to define Carryout Restaurant separately from Drive-In Restaurant.

This text amendment would add Carryout Restaurant as a Principal Permitted Use to three zoning districts: C-2, C-4, and CR; and as a Conditional Use to the C-1 zoning district.

The UDC notes: “Text amendments are intended for wholesale changes to the zoning regulations, as a means for the City to respond to changing conditions and emerging trends in the community. Text amendments are not property specific.”

BACKGROUND
The Planning Services Department was recently contacted by a business owner interested in operating a carryout restaurant on the 1400 block of Central Avenue, located in a C-4 Downtown Commercial zoning district. The property in question is one the business owner already owns, and the business plan is to offer grab-and-go options including “freshly prepared food, refreshing ice snow balls, and packaged snacks.”

Staff informed the business owner that the UDC defines this use as a Carryout Restaurant, and under current C-4 regulations this is allowed only as a Conditional Use and therefore would require approval of a Conditional Use Permit by the Zoning Board of Adjustment to operate.

In the recent past, staff have received other inquiries from business owners seeking to open a carryout restaurant in the city. Currently, the UDC combines carryout restaurant

with drive-in restaurant into one use which is listed as “Restaurant, Drive-In/Carryout.” This use is currently defined as follows:

> “Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, including all fast food restaurants equipped with a drive-through service and/or having a carryout service, and not serving beer, wine or alcoholic beverages.”

In response to a number of inquiries for carryout restaurants since Covid, Staff have discussed the possibility of separating these two uses, as these types of restaurants have significantly different characteristics and intensity. This recent business owner’s request provided the impetus to follow through and create two separate uses with distinct permissions.

The use “Carryout Restaurant (not including drive-in)” is a Principal Permitted Use in the C-5 Central Business zoning district. It is not included as a separate definition, however, and it is not listed under any other zoning district. The intent of this text amendment then is to treat other districts in the same manner and allow the carryout restaurant use to be separated from the drive-in restaurant use.

DISCUSSION

Staff discussed the distinct characteristics of carryout restaurants and drive-in restaurants.

- Carryout restaurants typically require significantly less space, as they do not need to have room for vehicles to queue up at the delivery window.
- Typically, drive-in restaurants are larger and physically separated from other structures, whereas a carryout restaurant can occupy a single storefront among an entire block face of businesses.
- Carryout restaurants can occupy the ground floor of mixed use buildings with residential units above, whereas drive-in restaurants typically are the only use of that property.
- While many carryout restaurant customers will drive, park near the restaurant, and walk in to pick up food, these restaurants may have few or no off-street parking spaces. Many customers will walk directly from their home, place of business, hotel, etc. to the restaurant. Drive-in restaurants typically have substantial parking lots and are located in auto-oriented areas.
- The operation of carryout restaurants has changed and perhaps become more efficient with online ordering in advance, rather than customers arriving to the restaurant, placing an order, and waiting there for it. This reduces the demand for parking near the restaurant.

For these reasons, staff feel that the impacts of carryout restaurants are less than those of drive-in restaurants. Therefore, allowing Restaurant, Carryout as a Principal Permitted Use in the C-2, C-4, and CR zoning districts and as a Conditional Use in the C-1 district should not have an adverse effect. In fact, permitting carryout restaurants may have a beneficial effect by diversifying the types of businesses in a neighborhood and allowing

restaurant owners to offer food options that customers desire. This change also supports a more walkable community.

To facilitate this change, the new, separate definitions of Restaurant, Carryout and Restaurant, Drive-In are modified from the existing definition of “Restaurant, Drive-In/Carryout.” The proposed definitions are as follows:

> RESTAURANT, CARRYOUT: Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, and which may involve seating on the premises of a limited nature as an accessory use to the restaurant, as defined in this section and not serving beer, wine or alcoholic beverages.
>
> RESTAURANT, DRIVE-IN: Any business establishment or portion thereof equipped with a drive-through service where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers and not serving beer, wine or alcoholic beverages.

In the C-2, C-4, and CR districts, “Restaurant, Drive-In or Carryout” is currently allowed as a Conditional Use. With the approval of this text amendment, Restaurant, Carryout will become a Principal Permitted Use and Restaurant, Drive-In will remain a Conditional Use.

In the C-1 district, Indoor Restaurant is a Conditional Use, and Restaurant, Carryout would be added as a Conditional Use.

In the C-3, LI, HI, and MHI districts, “Restaurant, Drive-In or Carryout” is currently allowed as a Principal Permitted Use, so both those uses would remain and no changes are proposed.

RECOMMENDATION

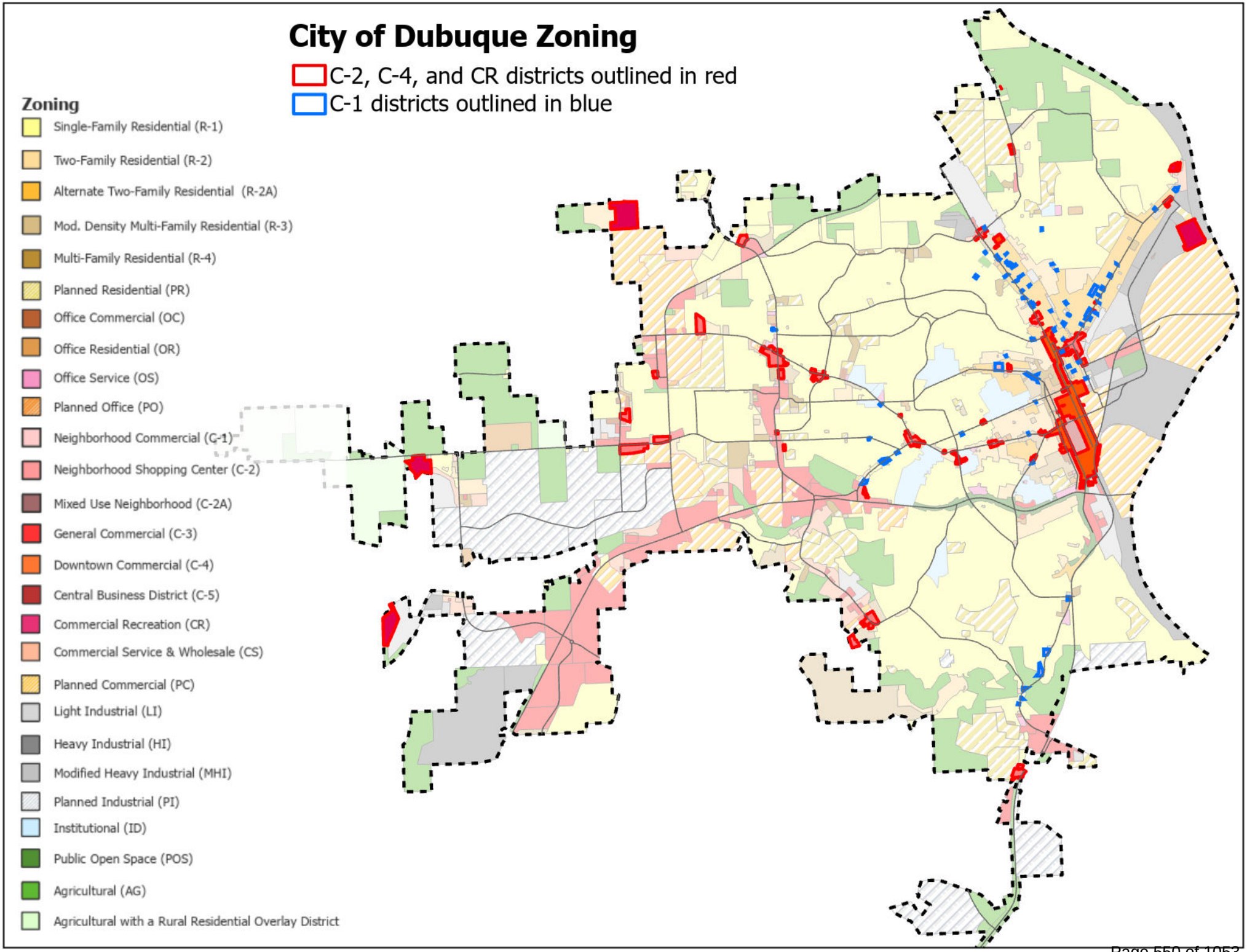
In conclusion, in an effort to allow greater opportunity for carryout restaurants in commercial zoning districts and support an increase in the walkability of the city, staff recommends that Unified Development Code Section 16-2-3 be amended to include a definition for Restaurant, Carry-Out and modify the definition of Restaurant, Drive-In/Carry-Out to allow for Restaurant, Carry-Out as a Principal Permitted Use in the C-2 Neighborhood Shopping Center, C-4 Downtown Commercial, and CR Commercial Recreation zoning districts and as a Conditional Use in the C-1 Neighborhood Commercial zoning district.

Enclosures

City of Dubuque Zoning

C-2, C-4, and CR districts outlined in red

C-1 districts outlined in blue



Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 W. 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 AMENDING SECTIONS 16-2-3 DEFINITIONS, 16-5-10 C-1 NEIGHBORHOOD COMMERCIAL, 16-5-11 C-2 NEIGHBORHOOD SHOPPING CENTER, 16-5-14 C-4 DOWNTOWN COMMERCIAL, AND 16-5-17 CR COMMERCIAL RECREATION BY ADDING THE RESTAURANT, CARRYOUT DEFINITION AND MAKING IT A PRINCIPAL PERMITTED USE IN C-2, C-4, AND CR DISTRICTS AND A CONDITIONAL USE IN THE C-1 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, by amending Section 16-2-3 is hereby amended as follows:

16-2-3 DEFINITIONS

~~RESTAURANT, DRIVE-IN/CARRYOUT: Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, including all fast food restaurants equipped with a drive-through service and/or having a carryout service, and not serving beer, wine or alcoholic beverages."~~

RESTAURANT, CARRYOUT: Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, and which may involve seating on the premises of a limited nature as an accessory use to the restaurant, as defined in this section and not serving beer, wine or alcoholic beverages.

RESTAURANT, DRIVE- IN: Any business establishment or portion thereof equipped with a drive-through service where food is prepared for sale for

consumption on or off the premises and/or served in disposable containers or wrappers and not serving beer, wine or alcoholic beverages.

Section 2. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by amending Sections 16-2-3 Definitions, 16-5-10 (C-1), 16-5-11 (C-2), 16-5-14 (C-4), and 16-5-17 (CR), are hereby amended as follows:

16-5-10 C-1 NEIGHBORHOOD COMMERCIAL

16-5-10-2 Conditional Uses

Restaurant, Carryout

16-5-11 C-2 NEIGHBORHOOD SHOPPING CENTER

16-5-11-1 Principal Permitted Uses

Restaurant, Carryout

16-5-11-2 Conditional Uses

Restaurant, Drive-In~~or Carryout~~

16-5-14 C-4 DOWNTOWN COMMERCIAL

16-5-14-1 Principal Permitted Uses

Restaurant, Carryout

16-5-14-2 Conditional Uses

Restaurant, Drive-In~~or Carryout~~

16-5-17 CR COMMERCIAL RECREATION

16-5-17-1 Principal Permitted Uses

Restaurant, Carryout

16-5-17-2 Conditional Uses

Restaurant, Drive-In~~or Carryout~~

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. This ordinance shall take effect immediately upon publication, as provided by law.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Text Amendment: Carryout Restaurant

To amend the Unified Development Code to include a definition for Restaurant, Carry-Out and modify the definition of Restaurant, Drive-In/Carry-Out and to allow for Restaurant, Carryout (not including drive-in) as a Permitted Use in the C-2 Neighborhood Shopping Center, C-4 Downtown Commercial, and CR Commercial Recreation zoning districts and as a Conditional Use in the C-1 Neighborhood Commercial zoning district.

City Council Meeting
June 16, 2025

Background & Current UDC Standards

- Staff received a recent request to allow for a Carryout Restaurant use only on the 1400 block of Central Ave.
  - Staff has had other requests for Carryout Restaurant only in the past, especially since Covid
- UDC currently allows for “Restaurant, Drive-In/Carryout” as a combined use.
- In the C-4 Downtown Commercial zoning district, the UDC requires a Conditional Use Permit for a “Restaurant, Drive-In/Carryout” use.
- Carryout Restaurant (not including drive-in) is currently a Permitted Use in the C-5 Central Business zoning district.

Discussion

- Characteristics of Carryout Restaurants & Drive-In Restaurants:
  - Carryout restaurants typically require significantly less space and do not require vehicle queuing space for delivery windows.
  - Typically, Drive-In Restaurants are larger & physically separated from other structures - Carryout Restaurant can occupy a single storefront among an entire block face of businesses.
  - Carryout Restaurants can be part of a mixed-use property; Drive-In Restaurant are typically on a single-use property.
  - Carryout Restaurant customers will drive and park nearby or walk in to pick up food. Drive-in restaurants typically have substantial parking lots and are located in auto-oriented areas.
  - Carryout Restaurant operations have changed and perhaps become more efficient with online ordering in advance, rather than customers arriving to the restaurant, placing an order, and waiting there for it.

Proposed Text Amendment

- Create a definition for Restaurant, Carryout separate from Restaurant, Drive-In.

  RESTAURANT, CARRYOUT: Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, and which may involve seating on the premises of a limited nature as an accessory use to the restaurant, as defined in this section and not serving beer, wine or alcoholic beverages.

  RESTAURANT, DRIVE-IN: Any business establishment or portion thereof equipped with a drive-through service where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers and not serving beer, wine or alcoholic beverages.

- Allow Restaurant, Carryout as a Permitted Use (as opposed to Conditional Use) in the C-2, C-4 and CR zoning districts.

- Allow Restaurant, Carryout as a Conditional Use in the C-1 zoning district (consistent with Indoor Restaurant use).

- Restaurant, Drive-In or Carry out would continue to be allowed in the C-3, LI, HI, and MHI zoning districts.

By a vote of 5 to 0, the Zoning Advisory Commission recommends approval of the text amendment.

A simple majority vote is necessary to approve the text amendment.

QUESTIONS?

Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 4.

ITEM TITLE:	Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC for private storm sewer and rip rap over City owned Northwest Arterial Right of Way, and City Manager recommending approval. **RESOLUTION** Disposing Of City Interest By Grant Of Storm Sewer Utility Easement To Switch Development At JFK, LLC Across Part Of The Northwest Arterial Right Of Way Adjacent To Lot 1 Of Switch Development @ JFK No. 4, In The City Of Dubuque, Iowa **RESOLUTION** Granting A Storm Sewer Utility Easement To Switch Development At JFK, LLC Across Part Of The Northwest Arterial Right Of Way Adjacent To Lot 1 Of Switch Development @ JFK No. 4, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 hardie storm grant of easement cc memo 06022025
3. 2 disposal resolution hardie storm grant of ease 06022025
4. 3 hardie storm grant of ease resolution 06022025
5. 4 set public hearing resolution switch jfk ease grant
6. 5 switch jfk grant of storm sewer util ease signed by dev
7. 6 switch jfk grant storm sewer ease cc area map

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC

DATE: June 10, 2025

City Engineer Gus Psihoyos is recommending City Council approval of the Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC for private storm sewer and rip rap over City owned Northwest Arterial Right of Way.

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
Bob Schiesl, Assistant City Engineer
Nate Kieffer, PLS, PE

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC

DATE: June 2, 2025

INTRODUCTION
This is in response to a request from Switch Development at JFK, LLC for the granting of private storm sewer utility easement across city owned Northwest Arterial Right of Way as part of a recent shopping mall site development project on at the intersection of JFK Road and the Northwest Arterial for a storm water detention basin outfall pipe and rip rap.

BACKGROUND
Per the Development Agreement between the City of Dubuque and Switch Development, LLC, approved by the City Council via Resolution 36-23, the developer was to construct a private storm sewer outfall pipe across a portion of the Northwest Arterial Right of Way that serves a shopping mall development at the intersection of the Northwest Arterial and JFK Road in Dubuque. Per the agreement, the City was to grant a private storm sewer utility easement to the developer for the construction and maintenance of the private utility in the City owned right of way.

DISCUSSION
The attached exhibit shows the City owned right of way and the proposed private utility improvements and easement. The developer submitted construction plans for the improvements and associated work on the City owned property. City Engineering has reviewed and approved the drawings and the improvements were recently constructed by the developer.

City Engineering has determined that the proposed storm sewer easement area is not needed for any current or future plans for the Northwest Arterial and is recommending approval of the easement request.

BUDGET IMPACTS
This request includes no budget impacts.

RECOMMENDATION

I would recommend that the “Grant of Storm Sewer Utility Easement” for the private storm sewer and rip rap improvements on the Northwest Arterial Right of Way be forwarded to City Council to be approved.

ACTION REQUESTED

The attached resolution should be submitted to the City Council for consideration for the granting of an easement to Switch Development at JFK, LLC for private storm sewer and rip rap over City owned Northwest Arterial Right of Way.

Prepared by Nate Kieffer, PLS, PE

cc: Bob Schiesl, Assistant City Engineer

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

RESOLUTION NO. -25

RESOLUTION DISPOSING OF CITY INTEREST BY GRANT OF STORM SEWER UTILITY EASEMENT TO SWITCH DEVELOPMENT AT JFK, LLC ACROSS PART OF THE NORTHWEST ARTERIAL RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT @ JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 6th day of June, 2025, the City Council of the City of Dubuque, Iowa met on this 16th day of June, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, to consider the proposal for the granting of easement across City owned property described as:

> Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, as shown on the attached Exhibit A

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposed granting of easement.

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

Section 1. That the Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, as shown on the attached Exhibit A, be and the same is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the Grant of Storm Sewer Utility Easement and the City Clerk be and is hereby authorized and directed to deliver said Grant of Easement to Switch Development at JFK, LLC.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this Grant of Storm Sewer Utility Easement in the office of the Dubuque County Recorder.

Passed, approved and adopted this June 16, 2025

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001-(563) 589-4270

RESOLUTION NO. -25

RESOLUTION GRANTING A STORM SEWER UTILITY EASEMENT TO SWITCH DEVELOPMENT AT JFK, LLC ACROSS PART OF THE NORTHWEST ARTERIAL RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT @ JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA

Whereas, Switch Development at JFK, LLC has requested a "Grant of Storm Sewer Utility Easement" across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, for a private storm sewer utility and rip rap; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council an exhibit showing the easement area for the proposed Grant of Storm Sewer Utility Easement across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the portion of Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa can be utilized for the for a private storm sewer and rip rap, as shown on the Exhibit A, in the City of Dubuque, Iowa, and should be approved.

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

Section 1. That the Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC be and the same is hereby approved.

Passed, approved and adopted this June 16, 2025

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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

RESOLUTION NO. 187-25

RESOLUTION OF INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF STORM SEWER UTILITY EASEMENT TO SWITCH DEVELOPMENT AT JFK, LLC ACROSS PART OF THE NORTHWEST ARTERIAL RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT @ JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA

Whereas, Switch Development at JFK, LLC has requested a "Grant of Storm Sewer Utility Easement" across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, for a private storm sewer utility and rip rap; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council an exhibit showing the easement area for the proposed Grant of Storm Sewer Utility Easement across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa.

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

Section 1. That the City of Dubuque intends to grant a Storm Sewer Utility Easement across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, as shown on the attached Exhibit A.

Section 2. That a public hearing on the intent to dispose of City interest by Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, is hereby set for the 16th day of June 2025, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder

Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)
Return to: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)

GRANT OF STORM SEWER UTILITY EASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the City of Dubuque ("Grantor"), of Dubuque County, State of Iowa, does hereby grant, sell and convey to Switch Development at JFK, LLC ("Grantee"), its lessees, licensees, successors and assigns, from the date hereof, an easement through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

PART OF THE NORTHWEST ARTERIAL RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT @ JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA, AS SHOWN ON THE ATTACHED EASEMENT EXHIBIT A.

Said easement shall be as shown on the attached Easement Exhibit A, for the purpose of constructing and maintaining a storm sewer utility and rip rap as shown in the approved Site Plan on file with the City Engineer (the Improvements), along with the right, privilege and authority to survey, inspect, construct, reconstruct, alter, maintain, repair, replace, 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 incident to rights given herein.

Grantee is solely responsible for the maintenance of the Improvements in the easement area and shall keep the area in an orderly fashion, including turf maintenance and mowing. Grantee, its successors and assigns, agrees to pay for any damage caused to the land, fences, or other personal property of Grantor from the construction or maintenance of said Improvements.

The City reserves unto itself the perpetual right for the purpose of erecting, installing,

constructing, reconstructing, maintaining, owning, operating and repair of storm and sanitary sewers, watermain, gas, telephone, television, fiber optics cable, and electrical lines above or below said private Improvements as such utilities would not interfere with the existence and maintenance of the private Improvements.

Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out any surveying, inspection, construction, reconstruction, alteration, replacement, maintenance, repair, patrol or removal of said Improvements. This obligation shall survive the termination of this Grant of Storm Sewer Utility Easement.

Insurance. Grantee shall provide insurance as set forth in the attached Insurance Schedule during surveying, inspection, construction, reconstruction, alteration replacement, maintenance, repair, patrol or removal of said Improvements.

To have and to hold unto the said Grantee forever, and the undersigned does hereby expressly covenant that Grantor is the owner in fee of said real estate and has good right to execute this Grant of Storm Sewer Utility Easement.

Dated at Dubuque, Iowa this _____ day of _____, 2025.

[SIGNATURE PAGES TO FOLLOW]

CITY OF DUBUQUE

By: _____
Brad M. Cavanagh, Mayor

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this _____ day of _____, 2025 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Brad M. Cavanagh, Mayor of the City of Dubuque, who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed on behalf of the Grantor.

_____
Notary Public In and For Said State

ACCEPTANCE OF EASEMENT

Switch Development at JFK, LLC accepts the terms and conditions of the Grant of Easement.

SWITCH DEVELOPMENT AT JFK, LLC

By: _____

Matthew Mulligan, Manager
Name Position

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this 5th day of March, 2025, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Matthew Mulligan, who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed on behalf of Switch Development at JFK, LLC.

_____
Notary Public In and For Said State

SHERRY L. SCHROEDER
Commission Number 725549
My Comm. Exp.NOV. 17, 2027

EXHIBIT A

Prepared By: City of Dubuque Address: 50 West 13th St., Dubuque, IA 52001 Ph:563-589-4270

CITY OF DUBUQUE

EXHIBIT A - PERMANENT STORM SEWER UTILITY EASEMENT

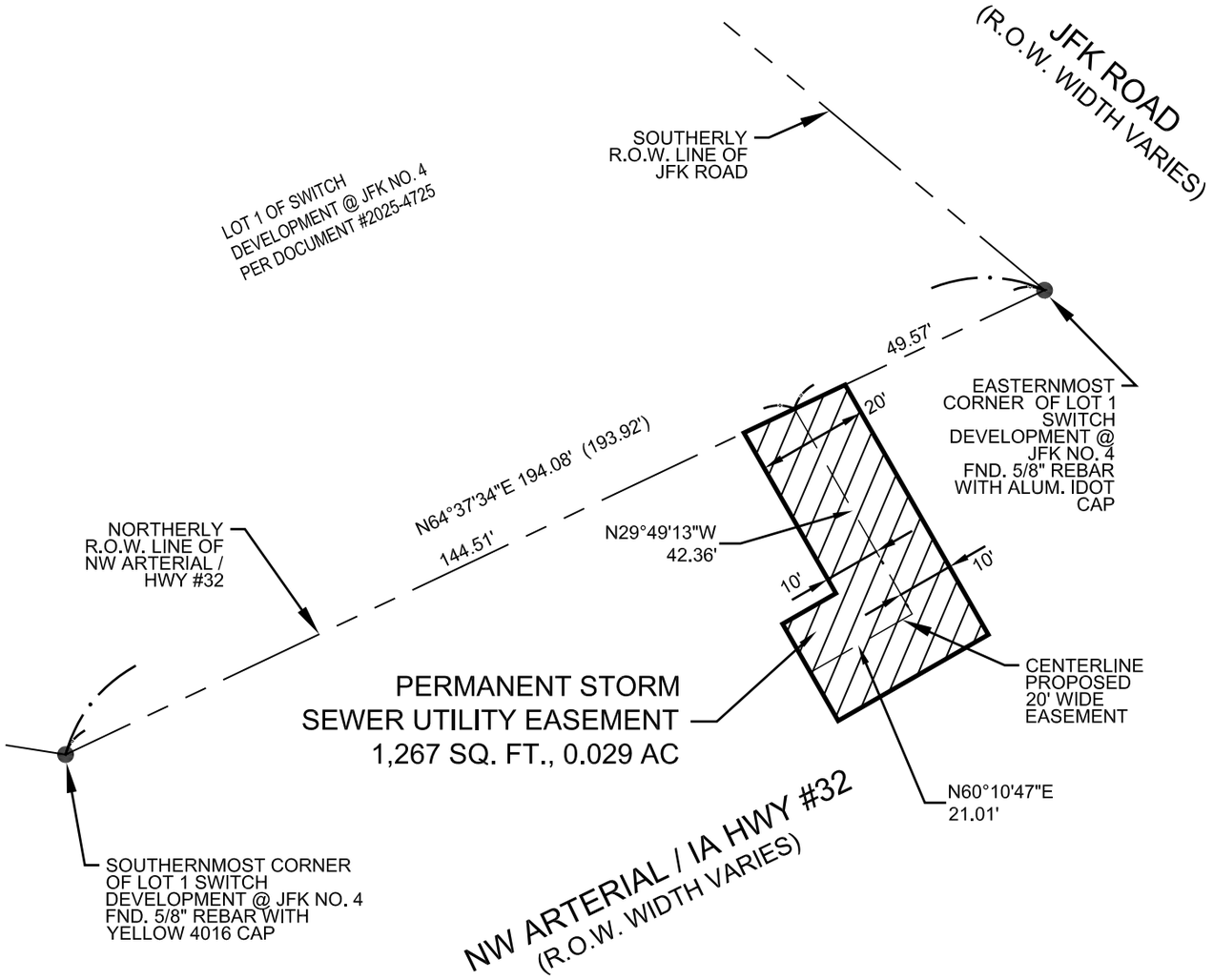
COUNTY DUBUQUE PARCEL NO. N/A JOB NO. _____

PROJECT _____ SECTION 16 TWP 89N RANGE 2E

ROW-FEE N/A EXIST. ROAD N/A PERM. EASEM'T SEE BELOW

LEGAL DESCRIPTION HIGHWAY R.O.W. ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT @ JFK NO. 4

OWNER CITY OF DUBUQUE



LEGEND

	PROPOSED PERMANENT STORM SEWER UTILITY EASEMENT AREA
	FOUND MONUMENT AS NOTED
R.O.W.	RIGHT OF WAY
(100.00')	RECORD DIMENSION
	PROPERTY LINE / R.O.W. LINE
	CENTERLINE PROPOSED EASEMENT LINE

NORTH

0' 15' 30' 60'

SCALE 1" = 30' FEET

NOTES:

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF
2. PROPRIETOR OF ABOVE DESCRIBED RIGHT OF WAY: CITY OF DUBUQUE
3. SURVEY REQUESTED BY: CITY OF DUBUQUE
4. TOTAL AREA OF PERIMETER SURVEYED IS 1,267 SQUARE FEET (0.029 ACRES)
5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD
6. DATE OF SURVEY: 10-4-2024

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:	5-14-25

NW ARTERIAL / HIGHWAY #32 RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT @ JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA

F:\PROJECTS\JFK and 32nd Street Intersection Signalization\Traffic Signal Improvements\SAN AND STORM EASEMENTS\Drawings\Switch Dev storm and san esmts.dwg

INSURANCE SCHEDULE

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors

INSURANCE SCHEDULE F

Class A:

- Asbestos Removal
- Asphalt Paving
- Concrete
- Construction Managers
- Cranes
- Culverts
- Decking
- Demolition
- Deconstruction
- Earthwork
- Electrical
- Elevators
- Fiber Optics
- Fire Protection
- Fireproofing
- General Contractors
- HVAC
- Mechanical
- Paving & Surfacing
- Piles & Caissons
- Plumbing
- Retaining Walls
- Reinforcement
- Roofing
- Sanitary Sewers
- Sheet Metal
- Site Utilities
- Shoring
- Special construction
- Steel
- Storm sewers
- Structural Steel
- Trails
- Tunneling
- Water main

Class B:

- Chemical Spraying
- Doors, Window & Glazing
- Drywall Systems
- Fertilizer Application
- Geotech Boring
- Insulation
- Finish Carpentry
- Landscaping
- Masonry
- Vehicular Snow Removal
- Painting & Wall Covering
- Pest Control
- Scaffolding
- Sidewalks
- Plastering
- Rough Carpentry
- Stump Grinding
- Tank Coating
- Tree Removal
- Tree Trimming
- Tuckpointing
- Waterproofing
- Well Drilling

Class C:

- Carpet Cleaning
- Carpet & Resilient Flooring
- Caulking & Sealants
- Acoustical Ceiling
- Filter Cleaning
- General Cleaning
- Grass Cutting
- Janitorial
- Non Vehicular Snow & Ice Removal
- Office Furnishings
- Power Washing
- Tile & Terrazzo Flooring
- Window Washing

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to mutual agreement of the parties.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 520019) Contractor and subcontractor shall not use any drone without the prior written approval of the city of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

D) UMBRELLA/EXCESS LIABILITY

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

All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) **Include endorsement indicating that coverage is primary and non-contributory.**
6) **Policy shall include waiver of right to recovery from others endorsement.**
7) **Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.**

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ___ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub Subcontractors

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

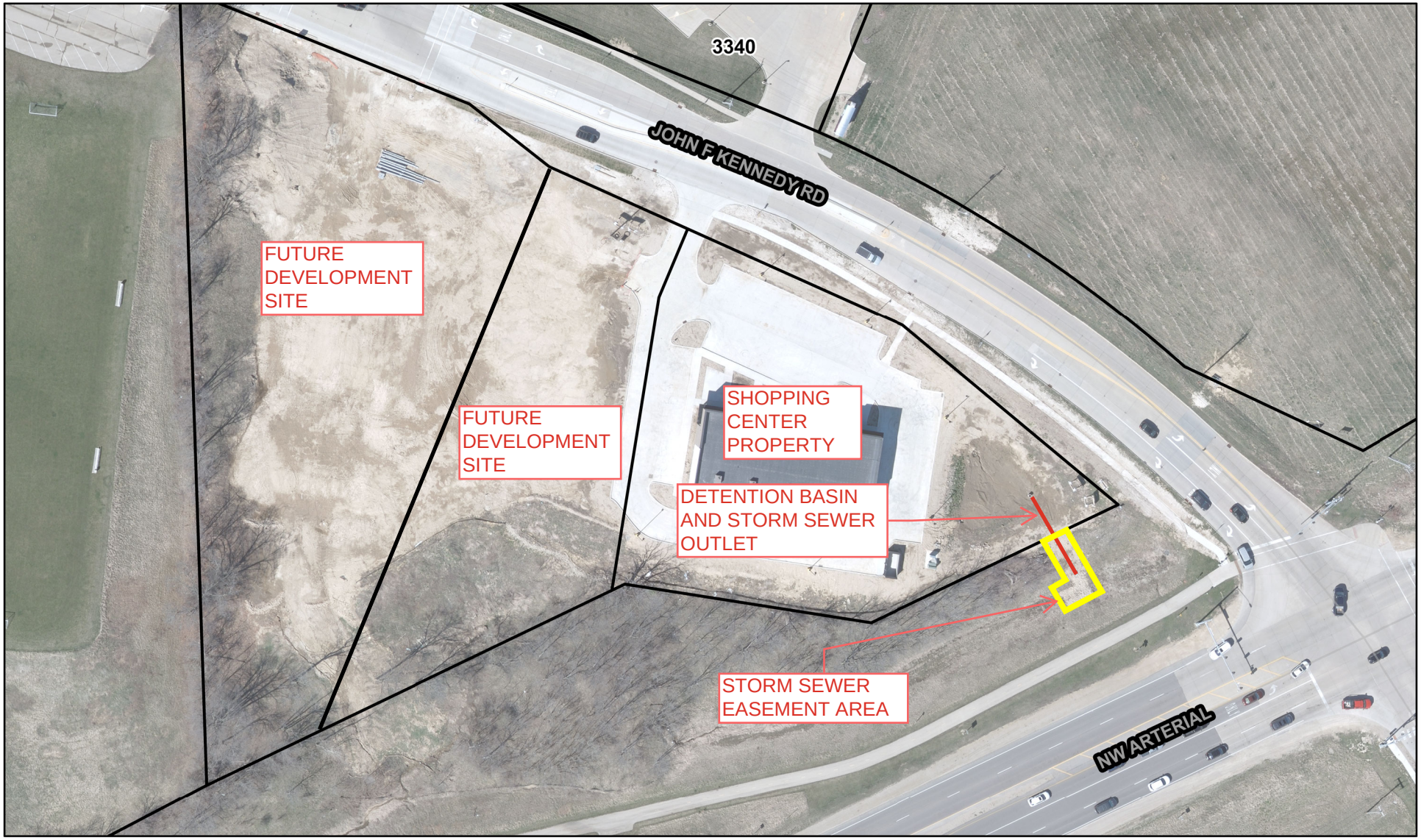
SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

AREA MAP

Dubuque All-America City 2007•2012•2013 2017★2019



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

N
W E
S

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

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June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 5.

ITEM TITLE:	Approving the Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC Commercial Street (aka East Seventh Street) Lease, and City Manager recommending approval. **RESOLUTION** Approving The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Viterra Usa Grain, LLC For Commercial Street Lease
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo for Approving the Amended
3. Viterra Amendment Commercial St Resolution
4. Dubuque 7th Street Amended and Restated Lease - PE

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving the Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC

DATE: June 10, 2025

City Engineer Gus Psihoyos is recommending City Council approve the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC Commercial Street (aka East Seventh Street) Lease.

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
Barry Lindahl, Senior Counsel
Tracy Schadle, Confidential Account Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: June 16, 2025

RE: Approving the Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC

INTRODUCTION
This memorandum requests the City Council to approve the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC Commercial Street (aka East Seventh Street) Lease

BACKGROUND
The City of Dubuque and Viterra USA Grain, LLC, at the time Gavilon Grain, LLC, entered into a Lease Agreement on July 1, 2020 for property at 505 East 7th Street. The Demised Premises comprises of 9.2 acres. Viterra would like to reduce the acreage by 1.13 acres if the company decides it no longer wants to lease that area by January 1, 2027 (the Premises Reduction Area). Thus, the Demised Premises will automatically be reduced on that date unless Viterra elects to exercise an option to continue leasing that 1.13 acres with a corresponding increase in rent.

DISCUSSION
Due to some redevelopment and railroad track improvements, the City and Viterra have also negotiated some new terms in regard to improvements, railroad track usage and insurance requirements.

In the Lease dated July 1, 2020, Viterra was granted exclusive rights to use the rail track that connected the Demised Premises to the additional sites the company also leases from the City. However, after some discoveries, it was made aware that some of those tracks were located on property that the City did not own. The City then acquired those land parcels from the Dubuque County and Faith Temple United Pentecostal Church. With the recent land acquisitions, the City had renegotiated some of the terms within the Lease Agreement in regard to the Demised Premises for use of track. The option property reduction date has now been extended to be able to allow Viterra to upgrade and improve the railroad track as described in the original Lease Agreement.

Senior Council Barry Lindahl has reviewed and approved this Amended and Restate Lease Agreement.

BUDGET IMPACT
Upon execution of this Lease Agreement, there is no direct budget impact. However, there is an Option to lease the Option Property of 1.13 acres, that if elected, would create an annual rent increase of $47,292.58 per acre per year with a 3% or CPI whichever is greater annual increase.

RECOMMENDATION
I respectfully request the City Council to approve the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC.

cc: Barry Lindahl, City Attorney
Tracy Schadle, Conf. Account Clerk

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

RESOLUTION NO. _____ - 25

APPROVING THE AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND VITERRA USA GRAIN, LLC FOR COMMERCIAL STREET LEASE

WHEREAS, the City of Dubuque, Iowa and Viterra USA Grain, LLC entered into a Lease Agreement dated July 1, 2020, under which Lessee leases certain real property located on Commercial Street (aka East Seventh Street) in Dubuque, Iowa; and

WHEREAS, Viterra USA Grain, LLC and the City of Dubuque wish to amend and restate the Lease Agreement with the Amended and Restated Lease Agreement attached hereto.

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the Amended and Restated Lease Agreement.

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

SECTION 1. The Amended and Restated Lease Agreement attached hereto is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the Amended and Restated Lease Agreement on behalf of the City of Dubuque.

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

Attest: _____
Brad M. Cavanagh, Mayor

_____
Adrienne N. Breitfelder, City Clerk

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
VITERRA USA GRAIN, LLC
COMMERCIAL STREET (aka EAST SEVENTH STREET) LEASE

This Amended and Restated Lease Agreement ("Lease") is dated May 5, 2025 between the City of Dubuque, Iowa, an Iowa municipal corporation ("Lessor" or "City"), and Viterra USA Grain, LLC (formerly known as Gavilon Grain, LLC), a Delaware limited liability company ("Lessee").

RECITALS

WHEREAS, Lessee and Lessor are parties to a Lease Agreement dated July 1, 2020 ("Prior Agreement"), under which Lessee leases certain real propery located on Commercial Street (aka East Seventh Street) in Dubuque, Iowa;

WHEREAS, Lessee and Lessor wish to amend and restate the Prior Agreement with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants made herein with the intent to be legally bound thereby, the parties hereto agree as follows:

SECTION 1. DEMISE AND TERM.

1.1 In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property shown on Exhibit A (the "Demised Premises"), to have and to hold for an initial term commencing as of July 1, 2020, (the "Commencement Date"), and ending at midnight on June 30, 2048 (the "Term"), subject to all of the terms, covenants, conditions and agreements contained herein. On January 1, 2027 (the "Premises Reduction Date"), the area of the Demised Premises shall automatically be reduced to the area of real property shown on Exhibit A-1, provided that, upon written notice from Lessee to Lessor, the Premises Reduction Date may be extended for a reasonable period (not to exceed one year) in the event all necessary approvals for the construction of the New Improvements (defined below) have not been timely received.

(1) Lessee's use of the areas along the shoreline of the Demised Premises and the City's adjacent property located to the southeast of the Demised Premises, and the channel adjacent thereto, is strictly limited to maneuvering or mooring watercraft or barges and transferring the products permitted in Section 1.5 of this Lease. Lessee may not moor any watercraft or barges in any other area controlled by the City unless otherwise provided in a separate lease or written agreement with the City. Lessee's use of the shoreline along the Demised Premises and the

City's adjacent property located to the southeast of the Demised Premises as shown on Exhibit A-1 (the "Option Property") subject to Section 1.1(2), and the channel adjacent to thereto, must not block access to the harbor or unreasonably interfere with the use of any other Lessor-owned site leased by any other tenant, with City's maintenance of the flood wall, or with use of the flood wall for flood fighting purposes.

(2) Lessee may, at its sole option, elect to also lease the Option Property for a cost of $47,292.58 per acre per year ("Option Rent"), by providing written notice to Lessor at any time within the six (6) months following the Premises Reduction Date. In the event Lessee exercises such option the Option Property shall be deemed to be part of the Demised Premises and the annual Rent in Section 2.1 shall be increased by the Option Rent effective on the first day of the month immediately following the date on which Lessee exercises such option. In the event (i) Lessee does not choose to exercise its option and (ii) City in its sole discretion determine another use for the Option Property, City may upon three (3) months' written notice to Lessee restrict, with such restrictions City determines appropriate in its sole discretion, Lessee's use of the shoreline of the Option Property for mooring of Lessee's barges.

1.2 Lessee agrees to cooperate with Lessor in surveying and platting the Demised Premises and amending this Lease to include the final legal description; provided, however, that Lessee shall not be required to pay for the cost of any such surveying and platting.

1.3 The Demised Premises is subject to a Lease Agreement between Lessor and Swift Agricultural Chemicals Corporation dated November 29, 1971, as subsequently assigned to The Pillsbury Company, as subsequently assigned to ConAgra Foods, Inc., and as subsequently amended and assigned to Lessee (the "1971 Lease Agreement"). Upon commencement of the Term of this Lease, the 1971 Lease Agreement shall terminate.

1.4 Use of Premises. Lessee acknowledges that the Demised Premises is currently zoned HI Heavy Industrial. Notwithstanding such zoning, Lessee agrees that the Demised Premises shall not be used for any of the following uses:

Slaughterhouses or stockyards;
Manufacture or processing of the following materials: ammonia or chlorine;
Manufacture of acid, lime or lime products, and detergent;
Sanitary landfills;
Sewage treatment plants;
Crematoriums; reduction plants; foundries, forges or smelters; and
Junk yards, salvage yards.

1.5 Lessee further agrees that the Demised Premises shall be used only for the handling of bulk commodities (grain, solid or liquid fertilizer, salt, whole cotton seed, oilseeds) and or other bulk commodities, steel rebar, and dried distillers grains with

solubles (DDGS), and no other purposes without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

1.6 Lessee may store the permitted products set forth in Section 1.5 outdoors, provided any such outdoor storage shall be in accordance with applicable laws, permits and customary industry practices, including not less than the six (6) foot fencing improvements shown on Exhibit B.

1.7 Storm Sewer Easement. Lessor reserves to itself an easement and the right, at its sole cost and expense, to construct, reconstruct, maintain, operate, repair, and remove through, under and across the Demised Premises an underground storm sewer as shown on Exhibit D. Lessee shall not erect any structure over the storm sewer without obtaining the prior written approval of Lessor, which shall not be unreasonably withheld or delayed. By executing this Lease, Lessor hereby consents to any existing structure now in place and grants Lessee written approval to construct or install the railroad track extensions, roads, flat storage and other New Improvements (defined below) over the storm sewer as shown on Exhibit B attached hereto and made a part hereof, as further set forth in Section 3. However, prior to any construction over the storm sewer, Lessee shall provide Lessor with an engineer's report reasonably acceptable to Lessor showing that such construction will not cause any damage to the storm sewer. Lessor agrees to cooperate with Lessee in its preparation of any engineer's report by providing Lessee, upon request, with all available information concerning the storm sewer. Lessee shall be responsible for maintaining any structure constructed over the storm sewer and any damage which to the storm sewer which results from such construction. Lessor, its agents or contractors, shall at all times upon reasonable notice of not less than two (2) weeks to Lessee, or such shorter period of notice as is reasonably possible in the event of an emergency reasonably determined by City, have free access to and egress from and over the Demised Premises to maintain or repair the storm sewer, provided that Lessor shall make all reasonable efforts not to interfere with Lessee's operations on the Demised Premises. In the event any Lessee property or improvements located immediately over the storm sewer must be removed or dismantled to perform any work pursuant to this paragraph, Lessor shall take reasonable measures to prevent damage to such property or improvements, perform its work as quickly as possible to reduce interruptions in Lessee's business, and shall reconstruct the storm sewer in a manner which will support the reconstruction of Lessee's improvements, and following completion of such work, Lessor shall restore and recompact the soil to the level of the property prior to performing such work. Lessor shall not be responsible for any damage to Lessee's property or improvements located directly over the storm sewer caused in the course of Lessor exercising any of its rights pursuant to this paragraph, but shall be responsible for any other damage of injury caused by Lessor exercising its rights pursuant to this paragraph.

1.8 Lessee agrees to cooperate with Lessor and not object to the renaming of Commercial Street as East 7th Street.

1.9 Docking Privilege. City grants unto Lessee the exclusive right to dock its vessels and/or barges, according to the terms and provisions herein, along the shoreline of the

Demised Premises and the Option Property, and in the channel adjacent thereto during the Term of the Lease, subject to Section 1.1.

(1) Docking Fee; Exclusive Use; Maintenance.

(a) Lessee agrees to pay to City an annual fee (the Docking Fee) of $19,691.00, payable in twelve equal monthly payments of $1,640.92, due in advance on the first day of each month during the Term. The Docking Fee shall be adjusted on an annual basis as provided in Sec. 2.2.

(b) Lessee shall have the exclusive right to use the mooring dolphins in the channel adjacent to the Demised Premises.

(c) Lessee takes said premises in their present condition except for any environmental hazard or condition existing on the channel adjacent to the Demised Premises.

(d) City's Duty Of Care And Maintenance. City shall have no duty of care or maintenance, including no duty to dredge; provided, however, that the City will cooperate with Lessee and obtain any permits required for such dredging work to be performed by Lessee or its contractor, and shall coordinate joint contribution from all harbor tenants in the event the harbor required dredging.

(e) Lessee's Duty Of Care And Maintenance. Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep and maintain the mooring dolphins adjacent to the Demised Premises and Lessee's owned barges and vessels in good condition and repair. City may, at its discretion, upon reasonable notice to Lessee, conduct an inspection during Lessee's normal business hours and while accompanied by Lessee to determine Lessee's compliance with this Section 1.9. Lessee on a reasonable basis shall remove all dead wood, weeds, trash and debris along the shoreline of the Demised Premises; provided, however, that Lessee shall not be required to perform the same if, in Lessee's reasonable judgment, such maintenance cannot be performed in a safe and reasonable manner.

(f) Lessee will make no unlawful use of said premises and agrees to comply with all city ordinances, and the laws of the State of Iowa and the United States.

(g) On delivery of possession of the Demised Premises to Lessee, Lessee shall not construct any improvements within the channel adjacent to the Demised Premises except as agreed upon in advance, in writing, by City. City shall have the right in its sole discretion to approve the design,

appearance and quality of any such improvements, which approval shall not be unreasonably withheld or delayed.

(h) Lessee shall not encumber by mortgage, deed of trust, or other instrument, its interest granted in this Section 1.9 without the prior written consent of Lessor which consent shall not be unreasonably withheld.

SECTION 2. RENT, AND OTHER PAYMENTS.

2.1 Rent. Lessee shall pay Lessor, in addition to taxes, fees (including but not limited to storm water fees), rates, charges, levies, assessments, and all other charges required to be paid under this Lease by Lessee, annual rent ("Rent") in the amount of $349,264.84 payable in twelve equal monthly payments of $29,105.40, due in advance on the first day of each month during the Term. Such Rent shall be increased as provided in Section 1.1 in the event Lessee exercises its option on the Option Property.

2.2 Rent Adjustment. The Rent for each year of the Term, beginning on the first anniversary date of the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the Rent in effect immediately prior to the applicable anniversary of the Commencement Date by the CPI Adjustment (as hereinafter defined) and then adding the resulting product, if positive ("CPI Increase"), to the Rent in effect immediately prior to the applicable anniversary date; provided, however, in no event shall the CPI Increase exceed three percent (3%) of the then-current Rent and provided, further, that in no event shall the Rent for any year be less than the Rent for the immediately preceding year.

The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the lease term. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI.

The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

2.3 Payments to City. All invoice payments required by this Lease shall be made payable to "The City of Dubuque, Iowa" and delivered to the City of Dubuque Finance Department, City Hall. Any payments due not paid in full by the due date shall be subject to the lesser of the maximum interest provided by law or the following rates:

- 1% per month

2.4 Wharfage.

(1) Lessee shall pay Lessor for all goods, including liquids, transferred to the Demised Premises by water, rail or motor vehicle for every ton received at the Demised Premises as follows:

Grain/DDGS/Oilseeds	$ 0.1000/ton
All other goods	$ 0.2500/ton

Lessee shall not be required to pay said fee for Lessor's inbound cargo.

(2) Wharfage Adjustment for Section 2.4(1). The wharfage for each year of the Term, beginning on the first anniversary date of the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the wharfage in effect immediately prior to the applicable anniversary date of the Commencement Date by the CPI Adjustment (as hereinafter defined) and then adding the resulting product, if positive ("CPI Increase"), to the wharfage in effect immediately prior to the applicable anniversary date; provided, however, in no event shall any increase in the wharfage rate exceed three percent (3%) of the then-current wharfage rate and provided, further, that in no event shall the wharfage rate for any year be less than the wharfage rate for the immediately preceding year.

The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the lease term. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI.

The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

(3) Tonnage reports shall be provided to Lessor by January 15 of each year for the preceding calendar year with the payment for each year due by no later than February 1 immediately following the end of each such year.

SECTION 3. TITLE TO IMPROVEMENTS AND TRADE FIXTURES.

3.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of Lessee's personal property located on the Demised Premises used in connection with

Lessee's business. Title to Lessee's Trade Fixtures is and shall be the sole and exclusive property of Lessee during the Term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title or interest in or to Lessee's Trade Fixtures either during the Term of this Lease, or thereafter (except as hereinafter provided). Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the Demised Premises, or to otherwise deal with all or any portion of such Lessee's Trade Fixtures, at Lessee's sole discretion. Upon ten (10) days' prior written notice to Lessor, Lessor shall execute and deliver to Lessee a certificate in recordable form prepared by Lessee stating that Lessor has no interest or right in or to Lessee's Trade Fixtures, as well as any other or further document which Lessee may reasonably request from Lessor.

3.2 Improvements. Existing Improvements on the Demised Premises as of the commencement of the Term are as follows:

Any existing tanks, silos, permanently anchored and installed belt conveying systems or piped conveying systems, hard wired electrical systems, railroad tracks and buildings.

Lessee shall not construct any new improvements on the Demised Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. By executing this Lease, Lessor hereby grants Lessee written consent, but Lessee is not obligated, to construct or install on the Demised Premises a new shop/office, rail track, truck scale, fence, trees and other improvements generally as shown on Exhibit B attached hereto and made a part hereof (the "New Improvements"), subject to Secs. 1.7 and 3.4 and in compliance with all applicable requirements of the City of Dubuque Code of Ordinances and which, if constructed, shall be completed on or before Premises Reduction Date. Lessee may make minor alterations to the design of the New Improvements, provided that any material alterations must be approved by Lessor, which approval shall not be unreasonably withheld, and that in the event such approval is not granted, Lessee shall have the option to terminate this Lease. All Existing Improvements and New Improvements (collectively the "Improvements") on the Demised Premises are and shall be the property of Lessee during the Term of this Lease and no longer. Upon the expiration or any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the Demised Premises, all of Lessee's right, title, and interest therein shall cease and terminate, and title to the Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge and deliver to Lessor a quitclaim deed confirming that all of Lessee's right, title and interest in or to the Improvements has expired, and that title to the Improvements has vested in Lessor. Lessor reserves the right to require Lessee to remove some or all of the Improvements, which Lessee shall accomplish within 30 days of the expiration of this Lease Agreement, provided that Lessor must provide Lessee written notice of which Improvements must be removed not less than 180 days prior to

the expiration of the Lease Term.

3.3 Removal of Existing Building. Lessee shall remove the existing dry fertilizer building on the Demised Premises as shown on Exhibit A by December 31, 2023; provided, however, that the deadline for removing the fertilizer building shall be extended for a reasonable period of time in the event of Force Majeure (defined below).

3.4 Compliance with City Ordinances. Lessee shall comply with all applicable City of Dubuque Code of Ordinances with respect to Lessee's construction or installation of the New Improvements. City shall reasonably assist Lessee in obtaining any necessary approvals regarding the New Improvements.

3.5 Landscaping.

(1) No fence shall be installed on the Demised Premises without the approval of Lessor, which consent shall not be unreasonably withheld; provided, however, that if such fencing is otherwise required by applicable law, rule or regulation, Lessee may install such fencing without Lessor's consent.

(2) Lessee shall, in connection with its installation of the New Improvements, install landscaping in the areas identified on Exhibit B substantially similar to the landscaping shown on Exhibit C. Lessee shall maintain all landscaping on the Demised Premises during the Term of this Lease.

3.6 Flagpoles. Lessee shall, in connection with its installation of the New Improvements, construct on the Demised Premises in the location shown on Exhibit B not less than three (3) 35-foot lighted flag poles, one of which shall display a minimum 5-foot by 8-foot official flag of the City of Dubuque, which official flag Lessor shall provide to Lessee. All flags shall be maintained in a state of good repair at all times and replaced at least every six months.

3.7 Railroad Extensions.

(1) Lessee shall have the exclusive right (subject to this paragraph) to use the Lessor owned railroad spur track connecting to the Demised Premises and located off of the Demised Premises shown in yellow on Exhibit E (the "Lessor Track"). Lessor hereby grants Lessee written consent, but Lessee is not obligated, to construct and install the railroad improvements to the Lessor Track shown on Exhibit E (the "Rail Improvements") attached hereto incorporated herein. Lessor shall upon the request of Lessee, request that the CN Railroad, or other applicable party, reinstall the switch serving the Lessor Track. Lessor and Lessee acknowledge that the estimated cost of the Rail Improvements and the associated materials and equipment is $1,500,000.00 based on the estimate provided by Lessee. If Lessor or East Central Intergovernmental Agency receives a state or federal grant and/or loan to rebuild the Rail Improvements, Lessor or East Central Intergovernmental Agency shall contribute such funds to Lessee for the Rail

Improvements, or if Lessor or East Central Intergovernmental Agency is prohibited by such grants or loans from contributing the funds to Lessee, then Lessor or East Central Intergovernmental Agency shall pay such funds to the entity constructing the Rail Improvements, and Lessee shall pay the balance of the costs. Lessor's or East Central Intergovernmental Agency's contribution to the Rail Improvements shall not be due and payable to Lessee until thirty (30) days after the Rail Improvements are completed and fully operational and approved by Lessor in Lessor's sole discretion, which shall not be unreasonably withheld or delayed. Provided the Rail Improvements are completed, Lessee at its expense shall maintain the Lessor Track and Rail Improvements in accordance with all applicable laws governing its use thereof; provided, however, that Lessor and its other tenants at the port shall be permitted to use the Lessor Track and Rail Improvements upon the following conditions: (i) use of the Lessor Track and Rail Improvements by any third parties pursuant to this Section shall not interfere with Lessee's use of the Lessor Track or Rail Improvements, (ii) Lessee shall retain first priority to use the Lessor Track and Rail Improvements, (iii) Lessee may charge Lessor or any such third party a reasonable switching charge or other fee for use of the Lessor Track or Rail Improvements and may require any such third party to sign a reasonable indemnity agreement, and (iv) Lessor shall defend, indemnify and hold harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney fees) imposed upon, incurred by or asserted against Lessee in connection with Lessor's use of the Lessor Track or Rail Improvements. Lessor may install and maintain underground utility crossings under the Lessor Track, provided that any such crossings are approved in accordance with and otherwise meet the requirements of the serving railroad with respect to industry track, and the installation and maintenance of any such crossings shall be coordinated so as not to interfere with Lessee's operations. Lessee agrees that in moving cars with its own locomotives it shall not unreasonably block any public rail crossing of the Lessor Track (East Seventh Street or East Commercial Street), excepting any blocking of a crossing caused by mechanical breakdown, track or switch icing, derailment or other matter beyond Lessee's reasonable control provided that Lessee take reasonable steps to timely address any such issue. The parties hereto acknowledge and agree that this Section 3.7 is part of the consideration for this Lease, and Lessee, subject to the foregoing, agrees to cooperate with said parties to make such connections to the track of Lessee.

(2) For any railroad tracks on the Demised Premises shown on Exhibit E existing as of the commencement of this Lease and in the event Lessee installs any track on the Demised Premises (together, the "Demised Premises Tracks"), Lessee at its expense shall maintain the Demised Premises Tracks , including at-grade crossings, in accordance with all applicable laws governing its use thereof. Lessee shall have the exclusive right to use the Demised Premises Tracks, and neither Lessor nor any other tenant shall be permitted to use the Demised Premises Tracks without the prior written authorization of Lessee.

3.8 [Reserved].

3.9 Commercial Street (aka East 7th Street) Reconstruction. If Lessor reconstructs Commercial Street (aka East 7th Street) during the Term of this Lease, Lessee shall reimburse Lessor the lesser of (i) an amount equal to the assessment or (ii) $145,000.00 increased by the CPI Adjustment which shall be a fraction expressed as a decimal, the numerator of which shall be the CPI as of the date of this Lease and the denominator of which is the CPI as of the date of reconstruction, not to exceed 3 percent per year ("7th Street Assessment"). All costs related to the removal, repair, or replacement of any railroad track owned by Lessee effected by such reconstruction, including the cost of constructing any street crossing, shall be the sole responsibility of Lessor, and Lessor shall promptly remove, repair, or replace such track and/or construct such new or replacement and crossing. Lessee shall design any railroad tracks constructed or reconstructed by Lessee as part of the New Improvements consistent with the design shown on Exhibit B. In the event any future reconstruction of 7th Street requires modification of the design, grade, elevation or materials of Lessee's railroad crossing(s), Lessee's 7th Street Assessment shall be reduced by any costs incurred by Lessee to redesign or modify its railroad crossing(s).

3.10 Paving. Lessee shall not later than Premises Reduction Date pave all areas of the Demised Premises used by Lessee for vehicle traffic and parking. Paving shall include asphalt or concrete.

3.11 Dust Mitigation. Lessee shall implement and comply with reasonable policies and procedures designed to mitigate against dust emissions caused by vehicular traffic on the Demised Premises.

SECTION 4. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST. Lessee may not encumber by mortgage, deed of trust or other financial instrument, the Demised Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld.

SECTION 5. TAXES.

5.1 Lessee agrees to pay to City as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), upon receipt of a statement from City, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes.

5.2 During the Term of this Lease, Lessee further agrees to pay all other taxes, fees, rates, charges, levies, general assessments and special assessments for which Lessor is entitled to impose under statute or ordinance due to the actions or inactions of Lessee, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon the real estate of the Demised Premises and which become payable during the term hereof and which would become

delinquent if not so paid during the term hereof, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the real estate of the Demised Premises during the Term hereof and which become payable during the term hereof and which would become delinquent if not so paid during the Term hereof, and all such taxes, fees, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the Term hereof.

5.3 Lessee agrees to timely pay all taxes, fees, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the Demised Premises, during the Term of this Lease.

5.4 Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents or other amounts reserved or paid to Lessor hereunder.

5.5 Lessee shall at all times have the right to challenge or contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the amount, valuation, payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by Lessee if the amount, valuation or validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or Lessee's improvements, shall be disputed, and Lessor shall provide reasonable cooperation in support of any such challenge or contest by Lessee unless Lessor is the entity imposing such taxes, fees, assessments, rates, charges or levies. Upon the conclusion of any such suit or proceedings Lessee shall promptly pay and satisfy such disputed tax, fee, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

SECTION 6. REPAIRS.

6.1 Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the improvements thereon, including all sidewalks, curbs, and all appurtenances upon Demised Premises, and the dolphins and structures in the channel adjacent to and serving the Demised Premises and the Option Property for so long as the Option Property is used by Lessee, in good order, condition and repair, and in a safe, clean and neat condition, casualties and ordinary wear and tear excepted. Lessee shall keep the Demised Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Upon reasonable notice to Lessee, Lessor may, at its discretion and at its cost, during Lessee's normal business hours and while accompanied by Lessee, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Section 6.

6.2 Except for the storm sewer, levee, and floodwall, Lessor shall have no obligation

to Lessee for any maintenance expense of any kind on the Demised Premises, including but not limited to sidewalks, private roads, or railroad tracks. Lessor reserves a right of access to the levee and floodwall at all times with reasonable advance notice to Lessee for Lessor's operation and maintenance of the levee and floodwall, provided that Lessor shall make reasonable efforts not to interfere with Lessee's operations.

SECTION 7. ALTERATIONS. Lessee shall not, without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed, make any alteration, addition, or modification to any improvement on the Demised Premises that exceeds One Hundred Thousand Dollars ($100,000.00) in cost. Any alteration, addition, or modification of less than One Hundred Thousand Dollars ($100,000.00) shall not require Lessor's consent. By executing this Lease, Lessor hereby grants Lessee written consent to construct or modify the Improvements on the Demised Premises described in Section 3 as well as the Rail Improvements, subject to the requirements in Section 3.

SECTION 8. COMPLIANCE WITH LAW.

8.1 During the term of this Lease, Lessee shall comply with all local, state and federal laws applicable to Lessee's use of the Demised Premises, including but not limited to the Americans with Disabilities Act and the Smokefree Air Act, Iowa Code Section 142D.3. Lessee shall not commit waste on the Demised Premises except as necessary for its business purposes including the removal or construction of any buildings and improvements on the Demised Premises.

8.2 Lessee shall also at all times comply with all regulations governing the use of the USACE Permitted Area shown on Exhibit A. In the event Lessee elects to construct an entrance to the USACE Permitted Area, any such construction shall require the prior written approval of Lessor, which shall not be unreasonably withheld, and the United States Army Corps of Engineers. Lessee shall be solely responsible for the cost of any such entrance.

SECTION 9. USE OF DEMISED PREMISES.

9.1 Lessee shall not knowingly use or allow the Demised Premises or any buildings or improvements thereon, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not engage in any act or permit any condition to exist within the Demised Premises or in any improvement thereon, or permit any article to be brought therein, which is inherently dangerous, unless safeguarded as required by law, or which, in law, constitutes a public nuisance, or which makes void or voidable any insurance in force with respect thereto.

SECTION 10. PARKING. Lessee shall prohibit its employees from parking in City-owned parking stalls anywhere southwest of the railroad bridge in the Port of Dubuque.

SECTION 11. INSURANCE.

11.1 Lessee shall maintain during the Term of this Lease insurance as set forth in the City's Standard Insurance Schedule for Lessees of City Property. The insurance coverage limits in such uniform, standardized schedule may from time to time be reasonably amended. The Insurance Schedule is attached to this Lease as Insurance Schedule A. Lessor shall provide written notice of any rate limit amendment to the Insurance Schedule not less than sixty days prior to the effective date of such amendment.

11.2 Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of City shall furnish proof of such insurance), property insurance against loss and/or damage to improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of the Improvements. The term "replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues**,** pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the reasonable request of City, but not more frequently than once every three years, and paid for by Lessee.

11.3 Lessee agrees to promptly notify City in the case of damage exceeding $250,000 in amount to, or destruction of, Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Lessee, and Lessee, in its sole discretion, may remove or repair, reconstruct, restore, or replace the Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage subject to the requirements of the City of Dubuque Code of Ordinances and, to the extent necessary to accomplish such repair, reconstruction and restoration, Lessee may apply the Net Proceeds of any insurance relating to such damage received by Lessee to the payment or reimbursement of the costs thereof. Lessee shall notify Lessor of any damage to the flood wall regardless of the amount of such damage.

11.4 Lessee shall complete the removal, replacement, repair, reconstruction or restoration of improvements, whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient.

SECTION 12. LESSOR'S WARRANTIES AND REPRESENTATIONS.

12.1 Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Demised Premises, and that it has full right and authority to enter into this Lease for the full Term hereof, and covenants and agrees that upon paying the rent provided for herein, and upon Lessee's performing the covenants and agreements of this Lease required to be performed by said Lessee, that it will have, hold and enjoy quiet possession of the Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business. Lessor otherwise covenants and warrants that it has full authority to grant the rights set forth herein.

12.2 Lessor makes no representations or warranties as to the condition, including environmental condition, of the Demised Premises and Lessee accepts the Demised Premises as is.

SECTION 13. LESSEE'S WARRANTIES AND REPRESENTATION.

13.1 Lessee Compliance With Law. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Demised Premises and its use and occupancy of the Demised Premises.

13.2 Environmental Matters.

(1) Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by or results from Lessee or Lessee's use of the Demised Premises, except for Lessor Hazardous Substances (any Hazardous Substance which leaches or migrates upon the Demised Premises from any property owned by Lessor) of Lessor or any third party authorized by Lessor to use the Demised Premises and relating to the use of Demised Premises Tracks by the same. Notwithstanding any other provision of this Lease, Lessee shall not have any responsibility for any Hazardous Substance which leaches or migrates upon the Demised Premises from any adjacent property or any release of a Hazardous Substances which is caused by Lessor or any third party utilizing the Demised Premises Tracks or which pre-exists the date of this Lease; provided, however, that Lessee shall be responsible for pre-existing releases to the extent caused by Lessee. Lessee shall provide reasonable cooperation, assistance, and access to Lessor or other parties investigating and/or responding to a threatened or actual release of a Hazardous Substance.

(2) Lessee covenants and agrees to promptly notify Lessor of any release of a Hazardous Substance in, on or about the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, of which Lessee has actual knowledge.

(3) Lessee covenants and agrees to promptly take any and all necessary response required by an environmental regulatory authority having jurisdiction to address any release of a Hazardous Substance for which Lessee is responsible under this Section following advance notice to Lessor. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by law.

(4) Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, or allow the manufacture, treatment, or disposal of Hazardous Substances on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises. Lessee shall use and store on the Demised Premises, the

shoreline along the Demised Premises or the channel adjacent to the Demised Premises, only those Hazardous Substances as are associated with its regular business activities, and then only as allowed by law.

(5) For the purposes of this Lease, “Hazardous Substance” or “Hazardous Substances” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a “hazardous substance” or “hazardous waste” under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a “hazardous substance” pursuant to 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a “hazardous waste" pursuant to § 1004of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., (vi) defined as a “hazardous substance” pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C § 9601 et seq., or (vii) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq. The term "Hazardous Substance" shall not include any air emissions discharged into the atmosphere as allowed by a duly issued permit from the applicable governmental agency.

SECTION 14. INDEMNIFICATION.

14.1 Indemnification of Lessee. To the extent allowed by law, Lessor will defend, indemnify and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises, the shoreline along the Demised Premises, the channel adjacent to the Demised Premises or, if Lessee constructs the Rail Improvements pursuant to Section 3.7, the Rail Improvements, resulting from any act or omission of Lessor its agents, employees, lessee’s or invitees, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease,(c) any breach on the part of Lessor of any warranty or representation contained in Section 12, and (d) any Hazardous Substance on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, which is not the responsibility of Lessee pursuant to Section 13.2(1). In case any action, suit or proceeding is brought against Lessee by reason of such occurrence, Lessor will, at Lessor’s expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be unreasonably withheld.

14.2 Indemnification of Lessor. Lessee will defend, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ fees and

expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises, the shoreline along the Demised Premises, the channel adjacent to the Demised Premises or, if Lessee constructs the Rail Improvements pursuant to Section 3.7, the Rail Improvements, during the Term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the Term of the Lease and (b) any failure on the part of Lessee to perform or comply in any material respect with any of the material terms of this Lease, (c) any material breach on the part of Lessee of any warranty or representation contained in Section 12, and (d) any Hazardous Substance on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises and the area shown on Exhibit E, which is the responsibility of Lessee pursuant to Section 13.2(1). In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessor, which approval will not be unreasonably withheld.

14.3 Survival. The obligations and liabilities under this Section shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the term of this Lease.

SECTION 15. CONDEMNATION.

15.1 Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Demised Premises or the improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Demised Premises and the improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Lessee, in Lessee's sole discretion, to operate its business thereon in a manner similar to that prior to such taking.

15.2 Allocation of Award. Any award for such taking of all or substantially all of the Demised Premises shall be paid to the parties hereto in accordance with the following:

(1) To Lessor, the amount of the award attributable to the real estate constituting the Demised Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to improvements constructed and all other sums not directly attributable to the value of the real estate constituting the Demised Premises;

(2) To Lessee, the entire award except that portion allocated to Lessor above.

15.3 Partial Condemnation.

(1) If less than all or substantially all of the Demised Premises or the improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then Lessee, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Lessee shall elect to maintain this Lease in full force and effect, the award for such partial condemnation shall be allocated as provided in Section 15.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. In the event Lessee elects to continue this Lease in full force and effect after a partial condemnation, the Rent shall be reduced in proportion to the area of the Demised Premises taken.

(2) Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor (the Termination Date). In the event Lessee terminates this Lease, Lessee shall be entitled to the entire award for such partial taking.

15.4 Temporary Taking. If the temporary use of the whole or any part of the Demised Premises or the improvements thereon or the appurtenances thereto shall be taken at any time during the term of this Lease in the exercise of the power of eminent domain by any sovereign, municipality, or other authority, the term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the Rent, additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and the entire award for such temporary taking shall be paid to Lessee. Lessee shall repair and restore any and all damage to the Demised Premises and the improvements as soon as reasonably practicable after such temporary taking.

SECTION 16. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned by Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, except to a third party acquiring all or substantially all of Lessee's assets related to this Lease.

SECTION 17. DEFAULT.

17.1 Lessor's Rights in the Event of Lessee's Default. If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessee has to cure the same shall be extended for such period as may be necessary to complete the same

with all due diligence but in no event longer than one hundred eighty (180) days or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, to terminate this Lease. Lessor shall thereafter have the right to enter and take possession of the Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised Premises.

17.2 Lessee's Rights in the Event of Lessor's Default. If Lessor shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessor has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence but in no event longer than one hundred eighty (180) days, or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, Lessee shall have all rights available to it provided by law or equity.

SECTION 18. RIGHT TO CURE OTHER'S DEFAULTS. Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by such party hereunder, then, following thirty (30) days' prior written notice to such defaulting party (or such additional time to cure as may be accorded pursuant to 17.1 above, but in no event longer than ninety (90) days), the other party, at such other party's option, in addition to all other remedies available to such other party, may perform or cause to be performed such work, labor, services, acts or things, and take such other steps, including entry onto the Demised Premises and the improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition or agreement which is in default.

SECTION 19. QUIET ENJOYMENT. Lessor covenants that at all times during the term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor. Notwithstanding the foregoing, Lessor shall have the right upon reasonable notice to Lessee, but not more frequently than once per calendar quarter, to enter the Demised Premised at any reasonable time during Lessee's normal business hours to determine whether Lessee is in compliance with the requirements of this Lease.

SECTION 20. ESTOPPEL CERTIFICATES. Each party hereto agrees that at any time and from time to time during the term of this Lease, within ten (10) days after request by the other party hereto or by any lender having an interest in Lessee's leasehold estate, it will execute, acknowledge and deliver to the other party or to such lender or any prospective purchaser, assignee or any mortgagee designated by such other party to the extent true, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements), (b) the date to which rent has been paid, (c) whether or not there is any existing default by Lessee in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

SECTION 21. WAIVER. No waiver by either party hereto of any breach by the other of any term, covenant, condition or agreement herein and no failure by any party to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition or agreement or of any subsequent breach of any such term, covenant, condition or agreement, nor bar any right or remedy of the other party in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

SECTION 22. SURRENDER. Lessee shall, on the last day of the Term of this Lease or upon any termination of this Lease, surrender and deliver the Demised Premises, with the improvements then located thereon into the possession and use of Lessor, without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Lessor, without (except as otherwise provided herein) any payment or allowance whatsoever by Lessor on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender. Lessee's Trade Fixtures, personal property, equipment, materials and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and

remain the property of Lessee, and Lessee shall have a reasonable time after the expiration of the term of this Lease (not to exceed thirty (30) days) to remove the same. If Lessee fails to remove any Lessee's Trade Fixtures, personal property, equipment, materials or other belongings from the Demised Premises within 30 days of the expiration date of this lease, they will immediately become property of the Lessor. Any costs incurred by Lessor having to remove, relocate, handle, store, sell or dispose of Lessee's items described in this Section shall be paid for by Lessee.

SECTION 23. MEMORANDUM OF LEASE. Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in a form suitable for recording setting forth the names of the parties hereto and the term of this Lease, identifying the Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Rent payable hereunder.

SECTION 24. NOTICES.

24.1 All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, or by UPS or FEDEX with proof of receipt addressed as follows:

TO LESSOR: City of Dubuque, Iowa
City Manager
City Hall
50 West 13th Street
Dubuque IA 52001

WITH COPY TO: City Attorney
City Hall
50 West 13th Street
Dubuque IA 52001

TO LESSEE: Viterra USA Grain, LLC
1331 Capitol Ave
Omaha, NE 68102
Attention: Legal Department

WITH COPY TO: Viterra USA Grain LLC
505 East 7th Street
Dubuque, Iowa 52001
Attn: Jay Boucher

24.2 The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION 25. MISCELLANEOUS.

25.1 Time of the Essence. Time is of the essence of this Lease and all of its provisions.

25.2 Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

25.3 Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

25.4 Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

25.5 Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

25.6 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of construction materials, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, explosions, hazardous conditions, fire, flood, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease (collectively "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 26. DISPUTE RESOLUTION. Lessor and Lessee agree that prior to the commencement of any judicial proceeding for any controversy arising out of or relating to the construction or interpretation of this Lease, the parties will engage in mediation in accordance with the Commercial Arbitration Rules of the U. S. Arbitration & Mediation, Midwest ("USA&M") or the American Arbitration Association ("AAA"). The parties shall divide equally all costs of mediation which shall be paid immediately upon billing by the mediation service.

SIGNATURE PAGE FOLLOWS

LESSOR:
CITY OF DUBUQUE, IOWA

By: _____
Brad Cavanagh, Mayor

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

LESSEE:
VITERRA USA GRAIN, LLC

By: _____

Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 6.

ITEM TITLE:	Resolution Approving a Development Agreement with Plastic Center, Inc.
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc. for the redevelopment of 408 W 5th Street, and City Manager recommending approval. **RESOLUTION** Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Plastic Center, Inc., Including The Issuance Of Urban Renewal Tax Increment Revenue Obligations
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement with Plastic Center, Inc.

DATE: June 10, 2025

Economic Development Director Jill Connors is recommending City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc. for the redevelopment of 408 W 5th Street.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately $3.2 million to create nine new residential rental units and restore the façade of the structure.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed $35,000 for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed $90,000 ($10,000 per unit up to 9 units).
4. City to award a 15-year tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed $325,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the " Secure Dubuque Personal Surveillance System."

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

Michael C. Van Milligen

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

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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement with Plastic Center, Inc.

DATE: June 10, 2025

INTRODUCTION

This memorandum presents for review and approval a Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc. for the redevelopment of 408 W 5th Street.

BACKGROUND

Plastic Center, Inc., as Developer, intends to transform the property creating nine new residential rental units. The project, utilizing historic tax credits and workforce housing tax credits, will also restore the façade of the building. The property, a highly visible anchor for Dubuque's Cable Car Square District, has deteriorated significantly requiring complete gutting and restoration.

DISCUSSION

Developer is proposing to create nine new residential rental units in the building and restoring the façade of the structure. The project will cost approximately $3.2 million and represents a significant investment in the downtown area.

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately $3.2 million to create nine new residential rental units and restore the façade of the structure.
2. City to award a Downtown Rehabilitation Grant in an amount not to exceed $35,000 for costs associated with the restoration of the building's façade.
3. City to award a Downtown Housing Creation Grant in an amount not to exceed $90,000 ($10,000 per unit up to 9 units).

4. City to award a 15-year tax increment financing incentive in the form of semi-annual rebates. The tax increment financing incentive is estimated to not exceed $325,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System".

RECOMMENDATION

I recommend, following the public hearing, City Councill adopt the attached Resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
PLASTIC CENTER, INC.

This Development Agreement (Agreement), dated for reference purposes the _____ day of _____, 2025, is made and entered into by and between the City of Dubuque, Iowa (City), and Plastic Center, Inc. (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 408 W 5th Street, Dubuque, Iowa and legally described as follows (the Property):

The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and

Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and

The East 110 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa.

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, the Building is historically significant and it is in the City's best interest to preserve the Building; 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 April 21, 2025, City has the authority to enter into contracts and agreements to implement

the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, 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 the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under

this Agreement.

(6) 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 section 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.

(8) 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 Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is an S Corporation duly organized and validly existing under the laws of the State of New York and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time

of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(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 best 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 firm commitments for permanent financing for the Project 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 Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 3rd day of June, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 26th day of June, 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 C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(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, prior to the Public Hearing, 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 City in its reasonable judgment 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 B.

(6) Developer shall deliver a signed acknowledgement committing to provide and maintain the insurance requirements as indicated in Section 5.6 of this Agreement in the form attached hereto as Exhibit H.

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 make a capital investment of approximately Three Million Two Hundred Thousand Dollars ($3,200,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating nine (9) new residential units and rehabilitating the Building façade, including doors and windows.

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, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. 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 begin by July 1, 2025, and shall be substantially completed by December 31, 2026. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at https://cityofdubuque.org/2980/Secure-Dubuque.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants 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 thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

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
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion 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-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). 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 taxable value of the Property above the assessed value on January 1, 2025 of Three Hundred Thirty-Two Thousand One Hundred Dollars ($332,100) (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) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2025 and (iv) 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.

3.2 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 and including January 1, 2043, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2026, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2028, and May 1, 2029.)

3.3 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 Plastic Center, Inc. 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 Plastic Center, Inc. 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 Plastic Center, Inc. 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.

3.4 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.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in

an amount not to exceed Ninety Thousand Dollars ($90,000.00) (the Housing Incentive Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar ($10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of nine apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6 Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant (the Downtown Rehabilitation Grant) not to exceed Thirty-Five Thousand Dollars ($35,000) to reimburse Developer for documented costs related to the following eligible activities: for each parcel as follows:

(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.

(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.

(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.

3.8 Payment of the Grants. The Grants shall be payable as follows:

(1) Any and all portions of the Grants shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding eligible activity;

(3) City shall have issued a Certificate of Completion; and

(4) The Grant funds shall be disbursed directly 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 Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 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 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.

5.4 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.

5.5 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 builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

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

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

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars ($50,000) 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 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, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers 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 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.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.5), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior

written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 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. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, 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 a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(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).

5.13 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 5.1 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 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) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) 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 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: Tony Pfohl
Plastic Center, Inc.
290 Main Street
Dubuque, Iowa 52001

With copy to: Kane Norby & Reddick, P.C.
Brian J. Kane
2100 Asbury Rd #2
Dubuque, IA 52001

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, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure

Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2043 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

By _____
Brad M. Cavanagh, Mayor

PLASTIC CENTER, INC.

By _____
L. Anthony Pfohl, Director

Attest:

Adrienne N. Breitfelder, City Clerk

05022025bal

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program
EXHIBIT H	Insurance Acknowledgment
EXHIBIT I	Certificate of Completion

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

(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 Plastic Center, Inc. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ___ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

05022025bal

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Plastic Center, Inc., in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

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 a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the 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 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.

2. To our actual knowledge with no duty to inquire, 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 our actual knowledge with no duty to inquire, 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.

This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

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)

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 Plastic Center, Inc. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit 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

MCVM:JLM

EXHIBIT D

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 Plastic Center, Inc. was made regarding the following described premises:

> The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and
>
> Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and
>
> The East 110 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
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 Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public, State of Iowa

05022025bal

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007·2012 2013·2017

Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. 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. New construction or 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 draftsperson) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may 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 following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than $10,000 in assistance will be considered per residential unit.
- In general, no more than $750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- 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.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

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 draftsperson) 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 funda 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

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6(1) of the Development Agreement provides:

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

Developer specifically acknowledges that replacement value means one hundred percent of the replacement value when construction is completed, that the City must be named as lender loss payable, and that evidence of builders risk must be provided prior to closing.

By: L. Anthony Pfohl, Director

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Plastic Center, Inc. (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), by and among the Grantor, and the Grantee (collectively, the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

> The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and
>
> Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and
>
> The East 110 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa.

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County 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 as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL) **CITY OF DUBUQUE, IOWA**

By: _____
Mike 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 _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

_____
Notary Public in and for
Dubuque County, Iowa

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 16th day of June, 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 Plastic Center, 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 Economic Development District, consisting of the funding of economic development grants for Plastic Center, Inc., 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 $325,000.

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 2nd day of June, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

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

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND PLASTIC CENTER, INC., INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, Plastic Center, Inc. is the owner of the property legally described as follows:

The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and

Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and

The East 110 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa.

(the Property); and

WHEREAS, the City Council, by Resolution No. 193-25, dated June 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Plastic Center, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on June 16th, 2025 at 6:30p.m.; and

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

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Plastic Center, Inc., a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the 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 Development Agreement as herein approved.

Passed, approved, and adopted this 16th day of June, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 7.

ITEM TITLE:	Proceedings for Public Hearing on the Issuance of Not to Exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project, the proceeds of which will be used to fund the Track Line Sanitary Sewer Reconstruction Project, and City Manager recommending approval. **RESOLUTION** Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Track Line Sanitary Sewer SRF Public Hearing_MVM memo_2025_06_10
2. Track Line Sanitary Sewer SRF Public Hearing_Staff memo_2025_06_10
3. 2nd Half Hrg Iss Sewer Rev PD (Sewer Reconstruction) (Dubuque #23 2025)-v1
4. Project Note (Dubuque #23 2025)-v1

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings for Public Hearing on the Issuance of Not to Exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project

DATE: June 10, 2025

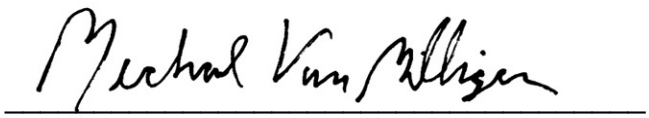
Chief Financial Officer Jennifer Larson is recommending City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project, the proceeds of which will be used to fund the Track Line Sanitary Sewer Reconstruction Project.

The State Revolving Capital Loan Notes will carry a 0% interest rate for up to three years and have no initiation or servicing fees. The loan may be rolled into an SRF Construction Loan or repaid when permanent financing is obtained.

The proceedings have been prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to authorize the form of Loan and Disbursement Agreement and issue the Notes to the Iowa Finance Authority. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides to enter into the Agreement and issue the Notes, a form of resolution follows that should be introduced and adopted, entitled “Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement).”

In the event the Council decides to abandon the proposal, then the form of resolution included in said proceedings should not be adopted. In this event, a motion merely be adopted to the effect that such proposal is abandoned.

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



Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings for Public Hearing on the Issuance of Not to Exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project

DATE: June 10, 2025

INTRODUCTION
The purpose of this memorandum is to provide suggested proceedings for a public hearing on the issuance of a not to exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project.

BACKGROUND
The adopted FY26 CIP budget includes funds to begin the design of this project utilizing SRF funds.

DISCUSSION
This project provides for the phased relocation of 5,150 feet of the 12-inch diameter sanitary sewer that runs along the railroad tracks from Hawthorne Street to Fengler Street. The existing clay tile sewer that was installed in the 1920's still functions; however, the influx of sand and proximity of the adjacent railroad tracks has increasingly made the sewer difficult to maintain and indicates that groundwater is infiltrating into the pipe. The sewer has multiple failing sections and is undersized from hydraulic modeling results. Proximity to the adjacent railroad prohibits access for maintenance or rehabilitation activities. The sewer requires relocation to City right of way, with redirection of private laterals. The project is located adjacent to Consent Decree Sewershed 10. The funding request will provide for the initial phase design, permitting, and easement acquisition for the relocation of the track line sewer located between Hawthorne St and Roosevelt St.

Approved P&D loans are 0% interest for up to three years to cover the costs of engineering to prepare facility plans and project plans & specifications. The loans are then typically rolled into a SRF construction loan or repaid by another source of permanent financing.

ACTION TO BE TAKEN
I respectfully recommend the adoption of the enclosed resolutions.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

DORSEY
DORSEY + WHITNEY LLP

June 10, 2025

VIA EMAIL
Jenny Larson
City Clerk/City Hall
Dubuque, Iowa

Re: $500,000 SRF Planning and Design Loan
File No. 420411-23

Dear Jenny:

We have prepared and attach proceedings to be used at the June 16, 2025, City Council meeting to enable the Council to hold the hearing on and authorize a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and approve the issuance of a Sewer Revenue Planning and Design Loan Project Note (the "Project Note") in connection with the Track Line Sanitary Sewer Reconstruction Project. The proceedings attached include the following items:

1. Minutes of the June 16, 2025, meeting reflecting the hearing and providing for the adoption of a resolution (the "Resolution") authorizing and approving the Agreement and providing for the issuance of the Project Note.

2. Certificate attesting to the transcript.

3. The Project Note. Please have the Project Note signed as indicated, and return the executed Project Note to us.

On June 16, 2025, the City Council should meet as scheduled and conduct the hearing. The minutes as drafted assume that no objections will be filed or made. The City Council may then proceed with the adoption of the attached Resolution.

Please return one fully executed copy of these proceedings, along with the executed Project Note, to our office by June 23, 2025.

Please call Emily Hammond, Erin Regan, Lauren Baker, or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Maxwell O'Brien
Todd Irwin
Tionna Pooler
Tracy Scebold
Tony Toigo
Lee Wagner

(Hearing/Issuance – Sewer Revenue)

420411-23

Dubuque, Iowa

June 16, 2025

A meeting of the City Council of the City of Dubuque, Iowa, was held on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, 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: _____.

• • Other Business• •

PUBLIC HEARING

This being the time and place specified for holding a public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

MOTION TO APPROVE RESOLUTION

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.

RESOLUTION NO. ____

Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

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

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

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

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

WHEREAS, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed $500,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 16, 2025; and

WHEREAS, it is necessary at this time to authorize and approve the issuance of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by

Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of $500,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note 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 a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, 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 City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the following form:

(Form of Project Note)

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1 MAXIMUM PRINCIPAL AMOUNT: $500,000

INTEREST RATE	PROJECT NOTE DATE	MATURITY DATE
0%	July 11, 2025	July 11, 2028

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") is issued to the Iowa Finance Authority (the "Lender") by the City of Dubuque, Iowa (the "City"), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed $500,000.

The City has adopted a resolution (the "Resolution") authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2025, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the "Loan Proceeds") of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

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 Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF DUBUQUE, IOWA

By: DO NOT SIGN
Mayor

Attest:

DO NOT SIGN
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and of a certain $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") 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 objections were filed in my office and no objections of any kind were made to the matter of entering into the Agreement or issuing such Project Note at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Project Note.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1 MAXIMUM PRINCIPAL AMOUNT: $500,000

INTEREST RATE	PROJECT NOTE DATE	MATURITY DATE
0%	July 11, 2025	July 11, 2028

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") is issued to the Iowa Finance Authority (the "Lender") by the City of Dubuque, Iowa (the "City"), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed $500,000.

The City has adopted a resolution (the "Resolution") authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2025, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the "Loan Proceeds") of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

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 Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF DUBUQUE, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 8.

ITEM TITLE:	Proceedings for Public Hearing for the Issuance of Not to Exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $15,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project Phase II Project, and City Manager recommending approval. **RESOLUTION** Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Old MIll Rd LS Phase 2 SRF Public Hearing_MVM Memo_2025_06_10
2. Old MIll Rd Phase 2 SRF Public Hearing_Staff memo_2025_06_10
3. 2nd Half Hrg Only Sewer Rev LDA (Old Mill Phase II) (Dubuque #19 2025)-v1

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2

DATE: June 10, 2025

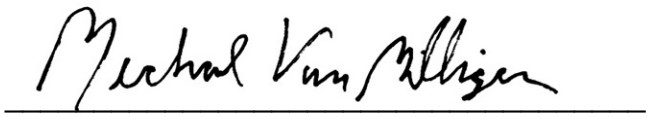
Chief Financial Officer Jennifer Larson is recommending City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $15,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project Phase II Project.

The State Revolving Fund loan will have a variable interest rate of 2.84% plus a servicing fee of 0.25%, a twenty-year term, and will be abated from the sanitary sewer fund.

The proceedings have been prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to authorize the form of Loan and Disbursement Agreement and issue the Notes to the Iowa Finance Authority. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides to enter into the Agreement and issue the Notes, a form of resolution follows that should be introduced and adopted, entitled “Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.”

In the event the Council decides to abandon the proposal, then the form of resolution included in said proceedings should not be adopted. In this event, a motion merely be adopted to the effect that such proposal is abandoned.

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



Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2

DATE: June 10, 2025

INTRODUCTION
The purpose of this memorandum is to provide suggested proceedings for a public hearing on the issuance of a not to exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2.

BACKGROUND
The older sections of the Catfish Creek Sanitary Sewer (CCSS) that deliver wastewater to the Catfish Creek Pump Station (CCPS) were constructed circa late 1960s. It is common for sanitary sewer pipes to remain in service for 60 years or longer. However, when sizing an interceptor sewer, it is not common to design it to handle predicted flows more than 50 years into the future, most often a 25-year timespan is considered. The CCPS was last upgraded in 1995 based on predicting growth over the next 20-30 years, consistent with a 25-year life for a lift station.

Despite challenges due to terrain (i.e. steep slopes, bluffs, shallow rock, etc.), the City has experienced significant growth within the Catfish Creek sewer shed in the last 20 years. Based on land use mapping in GIS,and only considering development that has occurred over the last twenty years, within the tributary area, the design flow to the CCSS and the CCPS has grown by 6.5 MGD (million gallons per day) since the pump station was last upgraded in 1995 to a capacity of 8.0 MGD.

Due to potential development area within the CCSS tributary area, the City hired Strand Associates, Inc. (Strand) in late 2018 to develop a better understanding of the hydraulic capacity of the Catfish Creek Sanitary Sewer collection system. The analysis of the CCSS and the CCPS involved the implementation of a flow metering program and the development of a sanitary sewer model. One of the things that the computer model revealed is that some

wet weather events will result in the flow rising above the top of the pipe, at certain locations, such that the sanitary system becomes pressurized which is an indicator of possible SSO's

In late December of 2020, Strand provided the City with final drafts of both the study, for Catfish Creek Sanitary Sewer collection system, and a more focused technical memo which evaluated the effect of adding new industrial flow to the existing system.

On January 4, 2021, a State Revolving Fund (SRF) Planning and Design Loan Intended Use Plan (IUP) application in the amount of $350,000 was submitted to the State for the "Catfish Creek Lift Station & Force Main Project (that) involves system improvements to address wet-weather related overflows at the Catfish Creek Lift Station and provide capacity for future development within the Catfish Creek sewer shed".

On April 28, 2021, the City authorized Strand Task Order One, which provided for the development of a facility plan and design of the Old Mill road lift station to a 30% level. This level of design provided the City with a basis of design, a refined cost estimate, and the necessary information to allow the City to submit a facility Plan to IDNR to begin the SRF construction loan process. The 30% design followed the recommended improvement option identified in the January 7, 2021, memo regarding the results of the Catfish Creek Sanitary Sewer Interceptor system study, which evaluated the existing system capacity and identified improvements to ensure that it has adequate capacity for existing developments and for growth throughout the tributary area.

The City of Dubuque submitted a facility plan to Iowa Department of Natural Resources (IDNR), in May of 2021, for the construction of a 20 MGD sanitary sewer lift station and 30" dual force mains. The facility plan is based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that transport sewage to the Water Resource Recovery Center (WRRC). Several options were considered, and the City chose to proceed with the design and construction of the Old Mill Road Lift Station and Force Main Project, a recommended option. At the June 7, 2021, the City Council meeting, the City Council approved the facility plan and IUP application for the Old Mill Rd. Lift Station and Force Main Project.

Part of the SRF process is to complete an environmental review for the effected project area, which is conducted by IDNR staff along with other state agencies. One of the items that is looked at is the history of the area to determine the historical significance of the area, if any. The Office of the State Archaeologist (OSA) conducted a phase I archaeological study, due to a portion of the project alignment running through the old Town of Rockdale. Some artifacts, from the settlement, were recovered and it was determined that a more in-depth phase II study was warranted. OSA and the State Historic Preservation Office (SHPO) directed the City to complete a Phase II archeological study. Due to the results of the phase II study, it was determined that an alternate alignment needed to be evaluated to avoid the Town of Rockdale. Once the alternate alignment was selected, a second phase II archeological study was completed for the alternate alignment. The alternate alignment was cleared by SHPO and the design was able to be completed for the entire project.

Due to available funding and the funding being spread over five fiscal years, a revised facility plan was submitted in May of 2024, that split the project into two phases. The first phase being the lift station and site development and the second phase being the force main, from the lift station to WRRC, along with the force main structures. The revised facility plan was approved by IDNR in June of 2024. The phased approach allowed the City to begin with the longest duration portion of the project, currently under construction, and start the second phase of the project a year later, when the remainder of the funding becomes available in FY26 and FY27. The completion for both phases is December 18, 2026.

DISCUSSION

The Old Mill Road Lift Station and Force Main Project is the first of several improvements that are needed, within the Catfish Creek Interceptor Sewer system, to provide adequate capacity to serve existing and future development within the City, and to allow for future additional flow from future growth areas.

Once constructed and in service, the 20 MGD Old Mill Road Lift Station will intercept over 80% of the flow which is currently conveyed to the undersized 8 MGD Catfish Creek Lift Station. With the reduction in flow coming from the Catfish Creek Interceptor System (West end of town), the Catfish Creek Lift Station will then be primarily dedicated to the Key West area and the growth areas along US Highway 151/61, to the airport, which is served by the Granger Creek Interceptor Sewer. Currently, IDNR has issued sanitary sewer permits with peak flows totaling approximately 3.5 MGD, for the areas south of town, since 2017. The reduction in flow from the Catfish Creek Interceptor System will provide the Catfish Creek Lift Station with enough capacity to adequately serve the Granger Creek sewer shed into the near future.

The State Revolving Fund loan will have a variable interest rate of 2.84% plus a servicing fee of 0.25%, a twenty-year term, and will be abated from the sanitary sewer fund.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolutions.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

DORSEY

DORSEY + WHITNEY LLP

June 10, 2025

VIA EMAIL
Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: $15,000,000 SRF Sewer Revenue Loan and Disbursement Agreement
Our File No. 430411-19

Dear Jenny:

We have prepared and attach proceedings for the June 16, 2025, City Council meeting related to the public hearing and additional action on the Sewer Revenue Loan and Disbursement Agreement (the "Agreement") in connection with the Old Mill Lift Station and Force Main Project - Phase II.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council's determination to enter into the Agreement in the future and its adoption constitutes the "additional action" required by the Iowa Code.

2. Attestation Certificate with respect to the validity of the transcript.

On June 16, 2025, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

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

(Hearing – Sewer Revenue)

430411-19

Dubuque, Iowa

June 16, 2025

The City Council of the City of Dubuque, Iowa, met on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa. The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business• •

PUBLIC HEARING

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

MOTION TO APPROVE RESOLUTION

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 follows:

RESOLUTION NO. ____

Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

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

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

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

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

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $15,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on June 16, 2025;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed $15,000,000.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 9.

ITEM TITLE:	Proceedings for Public Hearing for the Issuance of Not to Exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork Project, and City Manager recommending approval. **RESOLUTION** Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Old MIll Rd Phase 3 Middle Fork SRF Public Hearing_MVM Memo_2025_06_10
2. Old MIll Rd Phase 3 Middle Fork SRF Public Hearing_Staff memo_2025_06_10
3. 2nd Half Hrg & Iss Sewer Rev P&D (Old Mill Phase III - Middle Fork) (Dubuque #25 2025)-v2
4. Project Note (Dubuque #25 2025)-v1

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Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork

DATE: June 10, 2025

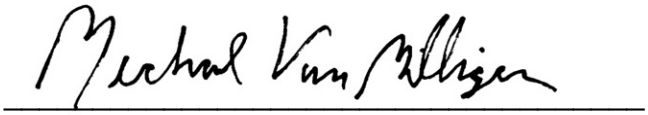
Chief Financial Officer Jennifer Larson is recommending City Council approval of the suggested proceedings for a public hearing on the issuance of not to exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork Project.

The State Revolving Capital Loan Notes will carry a 0% interest rate for up to three years and have no initiation or servicing fees. The loan may be rolled into an SRF Construction Loan or repaid when permanent financing is obtained.

The proceedings have been prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to authorize the form of Loan and Disbursement Agreement and issue the Notes to the Iowa Finance Authority. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides to enter into the Agreement and issue the Notes, a form of resolution follows that should be introduced and adopted, entitled “Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement).”

In the event the Council decides to abandon the proposal, then the form of resolution included in said proceedings should not be adopted. In this event, a motion merely be adopted to the effect that such proposal is abandoned.

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



Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork

DATE: June 10, 2025

INTRODUCTION
The purpose of this memorandum is to provide suggested proceedings for a public hearing on the issuance of a not to exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork Project.

BACKGROUND
The adopted FY26 CIP budget includes funds to begin the design of this project utilizing SRF funds.

DISCUSSION
This project provides systematic upgrades to the Catfish Creek Sanitary Interceptor Sewer system which branches out along the Middle Fork Catfish creek. The system will also be upsized along the Middle Fork Catfish Creek from Old Mill Road 9.9 miles to the Dubuque Industrial Center West. The Catfish Creek Interceptor Sewer was constructed circa 1960. Extending westward from the Water & Resource Recovery Center, it has allowed for the development of nearly 2,500 acres over the last two decades which includes residential subdivisions, the Dubuque Industrial Center West, and service to the Dubuque Metro Solid Waste Agency. The existing sanitary sewer was identified as being at or exceeding capacity. The funding request will provide for the design, permitting, and easement acquisition for sewer upsizing along the Middle Fork interceptor from Old Mill Road to Brunskill Road.

Approved P&D loans are 0% interest for up to three years to cover the costs of engineering to prepare facility plans and project plans & specifications. The loans are then typically rolled into a SRF construction loan or repaid by another source of permanent financing.

ACTION TO BE TAKEN
I respectfully recommend the adoption of the enclosed resolutions.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

DORSEY
DORSEY + WHITNEY LLP

June 10, 2025

VIA EMAIL
Jenny Larson
City Clerk/City Hall
Dubuque, Iowa

Re: $3,600,000 SRF Planning and Design Loan
File No. 420411-25

Dear Jenny:

We have prepared and attach proceedings to be used at the June 16, 2025, City Council meeting to enable the Council to hold the hearing on and authorize a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and approve the issuance of a Sewer Revenue Planning and Design Loan Project Note (the "Project Note") in connection with the Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork. The proceedings attached include the following items:

1. Minutes of the June 16, 2025, meeting reflecting the hearing and providing for the adoption of a resolution (the "Resolution") authorizing and approving the Agreement and providing for the issuance of the Project Note.

2. Certificate attesting to the transcript.

3. The Project Note. Please have the Project Note signed as indicated, and return the executed Project Note to us.

On June 16, 2025, the City Council should meet as scheduled and conduct the hearing. The minutes as drafted assume that no objections will be filed or made. The City Council may then proceed with the adoption of the attached Resolution.

Please return one fully executed copy of these proceedings, along with the executed Project Note, to our office by June 23, 2025.

Please call Emily Hammond, Erin Regan, Lauren Baker, or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Maxwell O'Brien
Todd Irwin
Tionna Pooler
Tracy Scebold
Tony Toigo
Lee Wagner

(Hearing/Issuance – Sewer Revenue)

420411-25

Dubuque, Iowa

June 16, 2025

A meeting of the City Council of the City of Dubuque, Iowa, was held on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, 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: _____.

• • Other Business• •

PUBLIC HEARING

This being the time and place specified for holding a public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

MOTION TO APPROVE RESOLUTION

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.

RESOLUTION NO. ____

Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

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

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

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

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

WHEREAS, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed $3,600,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 16, 2025; and

WHEREAS, it is necessary at this time to authorize and approve the issuance of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by

Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of $3,600,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note 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 a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, 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 City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the following form:

(Form of Project Note)

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1 MAXIMUM PRINCIPAL AMOUNT: $3,600,000

INTEREST RATE	PROJECT NOTE DATE	MATURITY DATE
0%	July 11, 2025	July 11, 2028

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") is issued to the Iowa Finance Authority (the "Lender") by the City of Dubuque, Iowa (the "City"), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed $3,600,000.

The City has adopted a resolution (the "Resolution") authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2025, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the "Loan Proceeds") of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

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 Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF DUBUQUE, IOWA

By: DO NOT SIGN
Mayor

Attest:

DO NOT SIGN
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and of a certain $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") 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 objections were filed in my office and no objections of any kind were made to the matter of entering into the Agreement or issuing such Project Note at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Project Note.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1 MAXIMUM PRINCIPAL AMOUNT: $3,600,000

INTEREST RATE	PROJECT NOTE DATE	MATURITY DATE
0%	July 11, 2025	July 11, 2028

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") is issued to the Iowa Finance Authority (the "Lender") by the City of Dubuque, Iowa (the "City"), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed $3,600,000.

The City has adopted a resolution (the "Resolution") authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2025, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the "Loan Proceeds") of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

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 Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF DUBUQUE, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Copyrighted
June 16, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 10.

ITEM TITLE:	Proceedings for Public Hearing for the Issuance of Not to Exceed $3,400,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval on the issuance of a not to exceed $3,400,000 Sewer Revenue Capital Loan Notes Planning and Design Loan, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork, and City Manager recommending approval. **RESOLUTION** Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Old MIll Rd Phase 4 South Fork SRF Public Hearing_MVM Memo_2025_06_10
2. Old MIll Rd Phase 4 South Fork SRF Public Hearing_Staff memo_2025_06_10
3. 2nd Half Hrg & Iss Sewer Rev P&D (Old Mill Phase IV - South Fork) (Dubuque #24 2025)-v1
4. Project Note (Dubuque #24 2025)-v1

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed $3,400,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork

DATE: June 10, 2025

Chief Financial Officer Jennifer Larson recommends City Council approval on the issuance of a not to exceed $3,400,000 Sewer Revenue Capital Loan Notes Planning and Design Loan, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork.

The State Revolving Capital Loan Notes will carry a 0% interest rate for up to three years and have no initiation or servicing fees. The loan may be rolled into an SRF Construction Loan or repaid when permanent financing is obtained.

The proceedings have been prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to authorize the form of Loan and Disbursement Agreement and issue the Notes to the Iowa Finance Authority. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides to enter into the Agreement and issue the Notes, a form of resolution follows that should be introduced and adopted, entitled “Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement).”

In the event the Council decides to abandon the proposal, then the form of resolution included in said proceedings should not be adopted. In this event, a motion merely be adopted to the effect that such proposal is abandoned.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings for Public Hearing for the Issuance of Not to Exceed $3,400,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork

DATE: June 10, 2025

INTRODUCTION
The purpose of this memorandum is to provide suggested proceedings to set a public hearing on the issuance of a not to exceed $3,400,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork Project.

BACKGROUND
The adopted FY26 CIP budget includes funds to begin the design of this project utilizing SRF funds.

DISCUSSION
This project provides for systematic upgrades to the Catfish Creek Sanitary Interceptor Sewer system which branches out along the South Fork Catfish creek. The sewer system will be upsized from Old Mill Road along the South Fork Catfish Creek 6.9 miles to the Dubuque Metropolitan Solid Waste Agency. The Catfish Creek Interceptor Sewer was constructed circa 1960. Extending westward from the Water & Resource Recovery Center, it has allowed for the development of nearly 2,500 acres over the last two decades which includes residential subdivisions, the Dubuque Industrial Center West, and service to the Dubuque Metro Solid Waste Agency. The existing sanitary sewer was identified as being at or exceeding capacity. The funding request will provide for the design, permitting, and easement acquisition for sewer upsizing along the South Fork interceptor from Old Mill Road to North Cascade Road.

Approved P&D loans are 0% interest for up to three years to cover the costs of engineering to prepare facility plans and project plans & specifications. The loans are then typically rolled into a SRF construction loan or repaid by another source of permanent financing.

ACTION TO BE TAKEN
I respectfully recommend the adoption of the enclosed resolutions.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

DORSEY
DORSEY + WHITNEY LLP

June 10, 2025

VIA EMAIL
Jenny Larson
City Clerk/City Hall
Dubuque, Iowa

Re: $3,400,000 SRF Planning and Design Loan
File No. 430411-24

Dear Jenny:

We have prepared and attach proceedings to be used at the June 16, 2025, City Council meeting to enable the Council to hold the hearing on and authorize a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and approve the issuance of a Sewer Revenue Planning and Design Loan Project Note (the "Project Note") in connection with the Old Mill Phase IV Project – Catfish Creek Sanitary Interceptor Sewer System South Fork. The proceedings attached include the following items:

1. Minutes of the June 16, 2025, meeting reflecting the hearing and providing for the adoption of a resolution (the "Resolution") authorizing and approving the Agreement and providing for the issuance of the Project Note.

2. Certificate attesting to the transcript.

3. The Project Note. Please have the Project Note signed as indicated, and return the executed Project Note to us.

On June 16, 2025, the City Council should meet as scheduled and conduct the hearing. The minutes as drafted assume that no objections will be filed or made. The City Council may then proceed with the adoption of the attached Resolution.

Please return one fully executed copy of these proceedings, along with the executed Project Note, to our office by June 23, 2025.

Please call Emily Hammond, Erin Regan, Lauren Baker, or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Maxwell O'Brien
Todd Irwin
Tionna Pooler
Tracy Scebold
Tony Toigo
Lee Wagner

(Hearing/Issuance – Sewer Revenue)

430411-24

Dubuque, Iowa

June 16, 2025

A meeting of the City Council of the City of Dubuque, Iowa, was held on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, 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: _____.

• • Other Business• •

PUBLIC HEARING

This being the time and place specified for holding a public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

MOTION TO APPROVE RESOLUTION

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.

RESOLUTION NO. ____

Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

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

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

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

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

WHEREAS, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed $3,400,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 16, 2025; and

WHEREAS, it is necessary at this time to authorize and approve the issuance of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by

Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of $3,400,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note 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 a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, 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 City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the following form:

(Form of Project Note)

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1 MAXIMUM PRINCIPAL AMOUNT: $3,400,000

INTEREST RATE	PROJECT NOTE DATE	MATURITY DATE
0%	July 11, 2025	July 11, 2028

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") is issued to the Iowa Finance Authority (the "Lender") by the City of Dubuque, Iowa (the "City"), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed $3,400,000.

The City has adopted a resolution (the "Resolution") authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2025, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the "Loan Proceeds") of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

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 Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF DUBUQUE, IOWA

By: DO NOT SIGN
Mayor

Attest:

DO NOT SIGN
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and of a certain $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") 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 objections were filed in my office and no objections of any kind were made to the matter of entering into the Agreement or issuing such Project Note at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Project Note.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

UNITED STATES OF AMERICA
STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1 MAXIMUM PRINCIPAL AMOUNT: $3,400,000

INTEREST RATE	PROJECT NOTE DATE	MATURITY DATE
0%	July 11, 2025	July 11, 2028

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") is issued to the Iowa Finance Authority (the "Lender") by the City of Dubuque, Iowa (the "City"), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed $3,400,000.

The City has adopted a resolution (the "Resolution") authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2025, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the "Loan Proceeds") of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

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 Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Dubuque, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF DUBUQUE, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

Copyrighted
June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	Proposed Ordinance Change to Title 7 Chapter 5 Article A Section 10 Related to Fireworks
SUMMARY:	City Manager recommending City Council approval of changes to Title 7 Chapter 5 Article A Section 10 Related to Fireworks. **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 7 Police, Fire, And Public Safety, Chapter 5 Offenses, Article A Section 10 Projectiles, Slingshots, Knuckles Of Metal Or Other Material, Other Weapons, And Fireworks
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo
2. Memo to MVM Proposed Ordinance Change to Title 7 Chapter 5 Article A Section 10
3. SF303_GovLetter
4. Ordinance

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Ordinance Change to Title 7 Chapter 5 Article A Section 10 Related to Fireworks

DATE: June 12, 2025

Chief of Police Jeremy Jensen and City Attorney Crenna Brumwell are recommending City Council approval of changes to Title 7 Chapter 5 Article A Section 10 Related to Fireworks.

During the recent State of Iowa Legislative Session, Senate File 303 was signed by Governor Reynolds which limited local government ability to restrict the use of fireworks on certain dates. Per Senate File 303, a municipality cannot limit the use of fireworks on July 3 from 9 a.m. until 10 p.m., July 4th from 9 a.m. until 11 p.m., and December 31st from 9 a.m. until 11:59 p.m. The current City of Dubuque Ordinance prohibits the use of fireworks at all times within the corporate city limits of Dubuque.

To address this, the City of Dubuque ordinance needs to be changed.

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
Crenna Brumwell, City Attorney

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police
Crenna Brumwell, City Attorney

SUBJECT: Proposed Ordinance Change to Title 7 Chapter 5 Article A Section 10 Related to Fireworks

DATE: June 12, 2025

Introduction

During the recent State of Iowa Legislative Session, Senate File 303 was signed by Governor Reynolds which limited local government ability to restrict the use of fireworks on certain dates. This was an amendment to Iowa code section 727.

Background/Discussion

Per SF 303, a municipality cannot limit the use of fireworks on July 3 from 9 a.m. until 10 p.m., July 4th from 9 a.m. until 11 p.m., and December 31st from 9 a.m. until 11:59 p.m. The current City of Dubuque Ordinance prohibits the use of fireworks at all times within the corporate city limits of Dubuque.

To address this, the City of Dubuque ordinance needs to be changed. Traditionally, there have been two commercial fireworks displays in Dubuque. The Jaycee's Fireworks on July 3 and the Dubuque Golf and Country Club display on July 4. On July 3 the fireworks start when it is completely dark, which due to the time of year is approximately 9:45 to 9:50 p.m. These fireworks do not get over until after 10 p.m. Upon the conclusion of the fireworks, many fireworks are set off throughout the City. The State Code allows for restrictions until 10 p.m. however the State does not know that we have a display that goes past 10 p.m. The recommendation would be to allow the fireworks to be used until 11 p.m. to accommodate this. While we cannot be more restrictive than state code, we can be less restrictive. The use and calls for service for illegal fireworks use overwhelms the already stretched staff of the Police Department who are already assigned to make the July 3 consumer event safe. Additionally, fireworks on New Years Eve, are generally set off at the stroke of midnight. To limit it to

11:59 p.m. seems to go against the essence of why the use was allowed in the first place. So. the recommendation would be to allow them to be fired until 12:30 a.m.

We are making no changes to the proposed times on July 4th.

These recommendations would allow for clarity to the code, since it was confusing that fireworks could be sold and not used. We believe these changes also help by defining clear time of use, which ultimately help with enforcement.

Nothing in this ordinance precludes safety. Other state codes, such as reckless use of an explosive, criminal mischief, and child endangerment still apply. Additionally, where the firework use can take place is limited to real property of the person using or with consent to be used on real property. No fireworks may used on public property to include public street, public right-of-way, sidewalk, park, parkway, trail, or open space.

Action

City Attorney Brumwell has reviewed the State law and drafted the attached ordinance.

Recommendation

We recommend that the City Manager and the City Council adopt the attached ordinance modification.

STATE OF IOWA

KIM REYNOLDS
GOVERNOR

May 19, 2025

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 303, an Act relating to county and city regulation of consumer fireworks.

The above Senate File is hereby approved on this date.

Sincerely,

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House

Senate File 303

AN ACT

RELATING TO COUNTY AND CITY REGULATION OF CONSUMER FIREWORKS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, subsection 17, Code 2025, is amended to read as follows:

17. The board of supervisors may by ordinance or resolution prohibit or limit the use of consumer fireworks or display fireworks, as described in section 727.2, on any day other than July 3, July 4, and December 31 in accordance with section 727.2, subsection 4, if the board determines that the use of such devices would constitute a threat to public safety or private property, or if the board determines that the use of such devices would constitute a nuisance to neighboring landowners.

Sec. 2. Section 364.2, subsection 6, Code 2025, is amended to read as follows:

6. A city council may by ordinance or resolution prohibit or limit the use of consumer fireworks, display fireworks, or

novelties, as described in section 727.2, on any day other than July 3, July 4, and December 31 in accordance with section 727.2, subsection 4.

AMY SINCLAIR
President of the Senate

PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 303, Ninety-first General Assembly.

W. CHARLES SMITHSON
Secretary of the Senate

Approved May 19, 2025

KIM REYNOLDS
Governor

ORDINANCE NO. _____-25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 7 POLICE, FIRE, AND PUBLIC SAFETY, CHAPTER 5 OFFENSES, ARTICLE A SECTION 10 PROJECTILES, SLINGSHOTS, KNUCKLES OF METAL OR OTHER MATERIAL, OTHER WEAPONS, AND FIREWORKS

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

Section 1. Section 7-5A-10 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

7-5A-10: PROJECTILES, SLINGSHOTS, KNUCKLES OF METAL OR OTHER MATERIAL, OTHER WEAPONS, AND FIREWORKS:

A. Shooting Projectiles:

1. Prohibition: It shall be unlawful for any person within the corporate limits of the City to willfully or carelessly throw, shoot, or launch any stone, stick, projectile, or other missile in such a manner as to hit, injure, or endanger any person or property.

2. Deer Hunting Excepted: Nothing herein shall prohibit the hunting with bow and arrow of deer by persons licensed by and during the period of time authorized by the Iowa Department of Natural Resources and issued a permit by the City in accordance with the Deer Management Program adopted by the City Manager or City Manager's designee.

B. Slingshots, Knuckles Of Metal Or Other Material, Air Gun, Spring-Loaded Gun, Replica Firearms, And Other Weapons: It shall be unlawful for any person to carry or conceal about their person any slingshot, knuckles of metal or other material, air gun, spring loaded gun, replica firearm represented as a real firearm, or any other weapon other than a knife, when such weapon is represented to be carried for the purpose of protection or use as a weapon.

C. Discharging Firearms:

1. Prohibition: No person shall discharge or fire any cannon, gun, bomb, pistol, air gun, spring loaded gun, or other firearms, or other device containing any explosive. Discharge or firing of air guns or spring loaded guns used for training, recreational, or competitive events is allowed in accordance with section 7-5A-16 of this article.

2. Firing Range Permit: The City Council may, upon application in writing, grant a permit for the operation of a firing range in which the discharge of firearms for training, recreational or competitive events would be allowed upon showing that the range would be under the direction of a competent organization, group or individual.

3. Firearms Used To Control Rodent Or Animal Problems: In the interest of public health and safety and at such times as approved by the Chief of Police, the police or their designee may use firearms to control rodent or animal problems when it is evident that conventional control methods have not resolved the problem.

4. Blank Cartridge Use For Shows: Nothing herein shall be construed to prohibit the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads, or trucks, for signal purposes, or by a recognized military organization; and provided further, that nothing in this subsection shall apply to any substance or composition prepared and used for medicinal or fumigation purposes.

D. Discharging Fireworks.

1. Definitions: For purposes of this section consumer fireworks, display fireworks, and novelties shall be defined as outlined in Iowa Code §727.2(1) or any subsequent location within the Iowa Code.

2. Novelties shall be allowed year round.

3. Prohibition: No person shall discharge, fire, light, set off, burn, or otherwise use any consumer fireworks, or other device containing any explosive except on the following dates and times and pursuant to the following conditions:

   a. Dates and times:
      i. July 3: 9 a.m. to 11 p.m.
      ii. July 4: 9 a.m. to 11 p.m.
      iii. December 31: 9 a.m. through 12:30 a.m. on the following day, January 1.

   b. Conditions:
      i. Consumer fireworks may only be used on the real property of the person using the consumer fireworks or the real property of a person who has consented to the use of consumer fireworks on such property.
      ii. Consumer fireworks may not be used on any public property, including but not limited to any public street, public right-of-way, sidewalk, park, parkway, trail, or open space.

4. Display Fireworks Permit: The City Council may, upon application in writing, grant a permit for the display and use of display fireworks by any organization or groups of individuals when such display fireworks will be handled by a competent operator.

5. Penalties: A person violating any provision of subsection D (3) above shall be guilty of a simple misdemeanor and subject to a fine of not less than two hundred fifty dollars ($250.00).

6. Selling Consumer Fireworks Within Corporate City Limits: A person or entity selling consumer fireworks within the corporate City limits must provide the City Fire Department with a copy of the seller's State-issued license to sell consumer fireworks and proof of insurance as required by State Code. A fireworks seller must also display signage on the seller's premises which states that the use of consumer fireworks is prohibited within corporate City limits except as outlined in subsection D (3) above.

Section 2. This Ordinance shall take effect immediately upon publication.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

EFFECT OF AMENDMENT

7-5A-10: PROJECTILES, SLINGSHOTS, KNUCKLES OF METAL OR OTHER MATERIAL, OTHER WEAPONS, AND FIREWORKS:

A. Shooting Projectiles:

1. Prohibition: It shall be unlawful for any person within the corporate limits of the City to willfully or carelessly throw, shoot, or launch any stone, stick, projectile, or other missile in such a manner as to hit, injure, or endanger any person or property.

2. Deer Hunting Excepted: Nothing herein shall prohibit the hunting with bow and arrow of deer by persons licensed by and during the period of time authorized by the Iowa Department of Natural Resources and issued a permit by the City in accordance with the Deer Management Program adopted by the City Manager or City Manager's designee.

B. Slingshots, Knuckles Of Metal Or Other Material, Air Gun, Spring-Loaded Gun, Replica Firearms, And Other Weapons: It shall be unlawful for any person to carry or conceal about their person any slingshot, knuckles of metal or other material, air gun, spring loaded gun, replica firearm represented as a real firearm, or any other weapon other than a knife, when such weapon is represented to be carried for the purpose of protection or use as a weapon.

C. Discharging Firearms ~~And Fireworks~~:

~~1. Definition: The term "fireworks" includes any device, other than a novelty or theatrical pyrotechnic article, intended to produce visible and/or audible effects by combustion, deflagration, or detonation and includes blank cartridges, firecrackers, torpedoes, skyrockets, roman candles or other fireworks of like construction and fireworks containing any explosive or flammable compound, or other device containing any explosive substance. The term "fireworks" does not include products defined as "novelties" including party poppers, snappers, toy smoke devices, snakes, glow worms, wire sparklers, dipped sticks, and toy caps.~~

~~2.~~ 1. Prohibition: No person shall discharge or fire any cannon, gun, bomb, pistol, air gun, spring loaded gun, or other firearms ~~or set off or burn firecrackers, torpedoes, skyrockets, roman candles, or other fireworks of like construction or any fireworks containing any explosive or flammable compound~~, or other device containing any explosive. Discharge or firing of air guns or spring loaded guns used for training, recreational, or competitive events is allowed in accordance with section 7-5A-16 of this article.

~~3. Fireworks Display Permit: The City Council may, upon application in writing, grant a permit for the display and use of display fireworks by any organization or groups of individuals when such fireworks display will be handled by a competent operator.~~

24. Firing Range Permit: The City Council may, upon application in writing, grant a permit for the operation of a firing range in which the discharge of firearms for training, recreational or competitive events would be allowed upon showing that the range would be under the direction of a competent organization, group or individual.

35. Firearms Used To Control Rodent Or Animal Problems: In the interest of public health and safety and at such times as approved by the Chief of Police, the police or their designee may use firearms to control rodent or animal problems when it is evident that conventional control methods have not resolved the problem.

46. Blank Cartridge Use For Shows: Nothing herein shall be construed to prohibit the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads, or trucks, for signal purposes, or by a recognized military organization; and provided further, that nothing in this subsection shall apply to any substance or composition prepared and used for medicinal or fumigation purposes.

~~7. Selling Fireworks Within Corporate City Limits: A person or entity selling fireworks within the corporate City limits must provide the City Fire Department with a copy of the seller's State-issued license to sell fireworks and proof of insurance as required by State Code. A fireworks seller must also display signage on the seller's premises which states that the use of fireworks is prohibited within corporate City limits.~~ D. Discharging Fireworks.

1. Definitions: For purposes of this section consumer fireworks, display fireworks, and novelties shall be defined as outlined in Iowa Code §727.2(1) or any subsequent location within the Iowa Code.

2. Novelties shall be allowed year round.

3. Prohibition: No person shall discharge, fire, light, set off, ~~or~~ burn, or otherwise use any consumer fireworks, or other device containing any explosive except on the following dates and times and pursuant to the following conditions:

a. Dates and times:

ii. July 3: 9 a.m. to 11 p.m.
iii. July 4: 9 a.m. to 11 p.m.
~~i.~~iv. December 31: 9 a.m. through 12:30 a.m. on the following day, January 1.

b. Conditions:

i. Consumer fireworks may only be used on the real property of the person using the consumer fireworks or the real property of a person who has consented to the use of consumer fireworks on such property.

ii. Consumer fireworks may not be used on any public property, including but not limited to any public street, public right-of-way, sidewalk, park, parkway, trail, or open space.~~place, or way.~~

4. Display ~~3.~~ Fireworks ~~Display~~ Permit: The City Council may, upon application in writing, grant a permit for the display and use of display fireworks by any organization or groups of individuals when such display fireworks ~~display~~ will be handled by a competent operator.

~~4.~~5. Penalties: A person violating any provision of subsection D (~~paragraph~~ 3) above shall be guilty of a simple misdemeanor and subject to a fine of not less than two hundred fifty dollars ($250.00).

~~5.~~6. ~~-~~Selling Consumer Fireworks Within Corporate City Limits: A person or entity selling consumer fireworks within the corporate City limits must provide the City Fire Department with a copy of the seller's State-issued license to sell consumer fireworks and proof of insurance as required by State Code. A fireworks seller must also display signage on the seller's premises which states that the use of consumer fireworks is prohibited within corporate City limits except as outlined in subsection D (3) above~~.~~.

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Fire Headquarters HVAC Replacement Project - Award Public Improvement Project
SUMMARY:	City Manager recommending City Council award the public improvement contract for the 2025 Fire Headquarters HVAC Replacement Project to Giese Sheet Metal Co. Inc. in the amount of $451,500.00, which is 30% below the engineer's estimate, through the adoption of the attached resolution. **RESOLUTION** Awarding Public Improvement Contract For The Fire Headquarters HVAC Replacement Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Fire Headquarters HVAC Replacement Project - Staff Award MEMO
3. Fire Headquarters HVAC Replacement Project - Award Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fire Headquarters HVAC Replacement Project
Award Public Improvement Project
Project No. 1315000008

DATE: June 10, 2025

Fire Chief Amy Scheller and Project Manager Jim Bousley are recommending City Council award the public improvement contract for the 2025 Fire Headquarters HVAC Replacement Project to Giese Sheet Metal Co. Inc. in the amount of $451,500.00, which is 30% below the engineer's estimate, through the adoption of the attached resolution.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Amy Scheller, Fire Chief
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief
Jim Bousley, Project Manager

DATE: June 9, 2025

SUBJECT: Fire Headquarters HVAC Replacement Project
Award Public Improvement Project
Project No. 1315000008

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the Fire Headquarters HVAC Replacement Project.

BACKGROUND

In 2023, the City entered into a professional services agreement with Shive Hattery to provide engineering services for the mechanical systems serving Fire Headquarters. Shive Hattery was tasked with a pre-design phase for a station renovation study as well as a design and documentation phase for mechanical system upgrades. This two-phase approach defined the scope for the station renovation and project budget. It also defined the sizing requirements and scope of the mechanical systems.

DISCUSSION

Fire Headquarters HVAC Replacement Project will provide for the replacement of the existing boiler system that is original to the building when it was constructed in 1970. The project will remove the existing boiler and replace it with eight commercial, forced air units that will supply heating and cooling to the different zones within the building. Using the forced air units will provide consistent temperature control within each zone. The system will be less expensive to install and will operate more efficiently than a new boiler. In the garage area where the fire and rescue vehicles are parked, two smaller boilers will provide the necessary heat for that area. There will also be upgrades to the duct system within the building and new controls that will operate the system.

BID RESULTS

The City received sealed bids on June 5, 2025, for the Fire Headquarters HVAC Replacement Project. Giese Sheet Metal Co. Inc. of Dubuque, Iowa submitted the low bid in the amount of $451,500.00, which is 30% below the engineer's estimate. A summary of the bid proposals received is as follows:

Contractor Name	Bid Amount
Giese Sheet Metal Co. Inc.	$451,500
Tricon Construction Group	$594,400

RECOMMENDATION

I recommend awarding the public improvement contract for the Fire Headquarters HVAC Replacement Project in the amount of $451,500.00.

BUDGET IMPACT

The estimate of probable cost for the Fire Headquarters HVAC Replacement Project is summarized as follows:

PROJECT COSTS	ESTIMATE	AWARD
Construction Contract	$ 650,000.00	$451,500.00
Contingency	65,000.00	65,000.00
Consultant Services Design, Construction Administration	228,850.00	228,850.00
Total Project Cost	**$ 943,850.00**	**$745,350.00**

The proposed funding for the project is summarized in the following table:

Project No.	Fund Description	Fund Amount
1315000008	HVAC Replacement Fire HQ	$745,350.00
Total Project Funding		**$ 745,350.00**

ACTION TO BE TAKEN

The City Council is requested to award the public improvement contract for the 2025 Fire Headquarters HVAC Replacement Project to Giese Sheet Metal Co. Inc. in the amount of $451,500.00, through the adoption of the attached resolution.

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

RESOLUTION NO. -25

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE FIRE HEADQUARTERS HVAC REPLACEMENT PROJECT

WHEREAS, sealed proposals have been submitted by contractors for the Fire Headquarters HVAC Replacement Project, (the Project) pursuant to Resolution No. 168-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 23rd day of May 2025; and

WHEREAS, said sealed proposals were opened and read on the 5th day of June 2025 and it has been determined that Giese Sheet Metal Co. Inc. of Dubuque, Iowa, in the bid amount of $451,500.00 is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Giese Sheet Metal Co. Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 16th day of June 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, CMC City Clerk

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	South Pointe Subdivision Park Plan for Approval
SUMMARY:	City Manager recommending City Council approval of the South Pointe subdivision park plan provided by Dubuque South Pointe, L.L.C.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. South Pointe Subdivision Park Site Plan
4. First Amendment to South Pointe, L.L.C. Development Agreement
5. South Pointe LLC Development Agreement

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: South Pointe Subdivision Park Plan for Approval

DATE: June 10, 2025

Parks and Recreation Director Marie Ware is recommending City Council approval of the South Pointe subdivision park plan provided by Dubuque South Pointe, L.L.C.

The Parks and Recreation Advisory Commission reviewed the plan at their recent meeting and unanimously recommend City Council approval of the plan.

The naming of the park will be submitted to the City Council after the Commission has engaged the public into the process over the next month.

The FY 26 capital improvement budget contains $200,000 as required by the Development Agreement. The funding is sales tax 20% for the construction. The funding will be reimbursed by the South Pointe Housing Renewal Area TIF.

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
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Rick Dickinson, Greater Dubuque Development Corporation President & CEO

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TO: Michael C. Van Milligen, City Manager

FROM: Marie L. Ware, Parks and Recreation Director

SUBJECT: South Pointe Subdivision Park Plan for Approval

DATE: June 10, 2025

INTRODUCTION

The purpose of this memo is to request City Council approval of the South Pointe subdivision park plan provided by Dubuque South Pointe, L.L.C.

BACKGROUND

The City Council on June 17, 2024 entered into a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C. The First Amendment contained Section 2.1.H that outlines if the developer opts to construct the park a process for the development, construction, and reimbursement of up to $200,000 for creation of the park. Lot J of the South Pointe #2 subdivision is set aside for the park.

DISCUSSION

South Pointe, L.L.C. submitted plans to the city's Design Review Team. Parks and Recreation representatives reviewed the plans for compliance with the details in Section 2.1.H. of the First Amendment to the Development Agreement. The park site plan attached is in compliance with the requirements in Section 2.1.H. The park site plan is attached, and the last two pages show the playground that will be a part of the park.

The agreement outlines the Developer must maintain general liability insurance on the park lot and appurtenances as well as property coverage on the playground equipment until the park is accepted by City. Proof of insurance shall be submitted to the City. The Developer shall submit to the City Clerk securities (form of Letter of Credit or Bond) in the amount of 110% of the total park project cost estimate. After the two (2) year bonding period, the park lot, infrastructure, and appurtenances shall be dedicated to the City. The acceptance of the park is subject to City Council review and approval.

The developer has indicated their timeframe for completion of construction of the park is this fall.

The Parks and Recreation Advisory Commission reviewed the plan at their recent meeting and unanimously recommend City Council approval of the plan.

The naming of the park will be submitted to the City Council after the Commission has engaged the public into the process over the next month.

BUDGET IMPACT

The FY 26 capital improvement budget contains $200,000 as required by the Development Agreement. The funding is sales tax 20% for the construction. The funding will be reimbursed by the South Pointe Housing Renewal Area TIF.

ACTION REQUESTED

I respectfully request approval of the South Pointe subdivision park plan provided by Dubuque South Pointe, L.L.C.

cc: Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Rick Dickinson, Greater Dubuque Economic Development

GENERAL NOTES:

1. ALL CONSTRUCTION IS TO BE PER 2023 EDITION OF SUDAS STANDARD SPECIFICATIONS, ALONG WITH THE CITY OF DUBUQUE 2023 SUDAS SUPPLEMENTAL SPECIFICATIONS, AND CITY OF DUBUQUE WATER DISTRIBUTION CODE OF ORDINANCES.

2. THE LOCATION OF ALL PUBLIC UTILITIES INDICATED ON THIS PLAN ARE TAKEN FROM EXISTING PUBLIC RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THIS PLAN MAY BE PRESENT.

3. THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES AS REQUIRED TO INSTALL NEW UTILITY SERVICES, AND IF NEEDED REMOVE AND/OR RELOCATE EXISTING UTILITY FACILITIES.

4. LOT J OF SOUTH POINTE #2 (PARCEL #1501355010) IS CURRENTLY OWNED BY:
DUBUQUE SOUTH POINTE LLC / PO BOX 141 / EAST DUBUQUE, IL 61025

5. THE PRESENT ZONING OF SAID LOT J IS PR.

6. PROPOSED CONSTRUCTION IS FOR SPRING 2025 – FALL 2025.

7. THE PROPOSED CONSTRUCTION IS FOR A PARK.

8. TOTAL AREA: 34,450 SF / IMPERMEABLE: 5290 SF
PERMEABLE: 30,160 SF = 27.7%
REQUIRED PERMEABLE: 20% = 6890 SF.

9. AS SPECIFIED BY THE UNIFIED DEVELOPMENT CODE, THERE SHALL BE A MINIMUM OF **5** PROPOSED TREES ON SITE WITH A MINIMUM SIZE OF AT LEAST 1-1/2" CALIPER MEASURED SIX INCHES FROM THE BASE OF THE TREE FOR A DECIDUOUS TREE AND SIX FEET IN HEIGHT FOR A CONIFEROUS TREE. THERE SHALL ALSO BE A MINIMUM OF **7** PROPOSED SHRUBS BEING A MINIMUM OF 18 INCHES IN HEIGHT OR A MINIMUM OF THREE GALLONS POTTED. THE TREES AND SHRUBS SHOWN ON THIS PLAN ARE CONCEPTUAL. A FINAL LANDSCAPING PLAN, IF REQUIRED, WILL BE PROVIDED BY OTHERS. THE LANDSCAPE PLAN MUST COMPLY WITH UDC CHAPTER 13-4 (LANDSCAPING AND SCREENING REQUIREMENTS). COORDINATE TREE AND SHRUB SPECIES AND FINAL PLACEMENT LOCATION WITH THE URBAN FORESTER.

10. PAVING REQUIREMENTS: 6" PCC W/ 6" STONE BASE.

11. A SEPARATE SIGN PERMIT MUST BE SUBMITTED, REVIEWED, AND APPROVED PRIOR TO INSTALLATION OF ANY SIGNS ON THE PREMISES. SIGNAGE REGULATIONS ARE PROVIDED IN CHAPTER 15 OF THE UDC.

12. PLAYGROUND EQUIPMENT & LAYOUT BY CUNNINGHAM RECREATION. REFER TO THE PLANS PREPARED BY CUNNINGHAM RECREATION FOR EXACT LAYOUT AND SPECIFICATIONS.

13. PER GENERAL NOTE 1, ON C.01, OF THE IMPROVEMENT PLANS FOR SOUTH POINTE #2, THERE IS "NO PARKING ON THE WEST & SOUTH SIDES OF THE 27' WIDE PORTION OF SOUTH POINTE DR." (AS REQUESTED BY THE CITY OF DUBUQUE, AND AGREED UPON).

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389

DATE	REVISIONS	DRAWN BY:
5/21/25	6/5/25 PER CITY COMMENTS	TPL
SCALE:		CHECKED BY:
SEE BAR SCALE		PJN

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

PROJECT NO. 24011
PREPARED FOR:
DUBUQUE SOUTH POINTE, LLC
PO BOX 141
EAST DUBUQUE, IL 61025

SHEET TITLE
SITE PLAN
LOT J
SOUTH POINTE #2

C0.1

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389

LOT J

PARK DETAIL

PRO 6' PAVED PATH

XTG ACC PATH TO POND

<-- XTG BERM -->

XTG SWALE -->

10'

34'

41'

1' LONG X 3.75" DEEP NOTCH OUT FOR STORM DRAINAGE (6) (SEE DETAIL ON C5.0)

PRO 3.75" POURED-IN-PLACE SAFETY SURFACE OVER 4" COMPACTED STONE BASE

PRO 8" WIDE 8" TALL CURB FLUSH

SEE PRO EQUIPMENT LAYOUT DETAILS BY CUNNINGHAM RECREATION

PRO PARK BENCH (2) THOMAS STEELE CARNIVAL 6' CBB-6-HS-P

COORDINATE TREE AND SHRUB SPECIES AND FINAL PLACEMENT LOCATION WITH THE URBAN FORESTER.

PRO RECEPTACLE THOMAS STEELE CARNIVAL 36 GALLON CRTR-36 BLACK

PRO BIKE LOOP (2) MADRAX U238-SF-ES

PRO PICNIC TABLE THOMAS STEELE CARNIVAL 8' CRTP-8HCS-P

9.25'

9.75'

30'

6'

5'

PRO 5' PAVED PATH

PRO 10' PAVED PATH

XTG STS MH/INLET

XTG SS MH

XTG SIDEWALK

XTG APPROACH

PRO 10' PAVED PATH

PRO SIGN "NO MOTORIZED VEHICLES BEYOND THIS POINT"

PRO SHRUBS

PRO PARK SIGN EDWARDS CAST STONE "SOUTH POINTE PARK 1285 SOUTH POINTE DRIVE" (SEE EXAMPLE ON C5.0)

ENTRANCE DETAIL

SOUTH POINTE DRIVE

XTG FH

XTG SL

XTG CB

XTG SS MH

PRO ADA PARKING SIGN

PRO ADA STREET PARKING AREA

APPROX. XTG WATER SERVICE

XTG AR

0' 7.5' 15'

1" = 15' (11"X17")
1" = 7.5' (22"X34")

DATE	REVISIONS	DRAWN BY:
5/21/25	6/5/25 PER CITY COMMENTS	TPL
SCALE:		CHECKED BY:
SEE BAR SCALE		PJN

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

PROJECT NO. 24011

PREPARED FOR:
DUBUQUE SOUTH POINTE, LLC
PO BOX 141
EAST DUBUQUE, IL 61025

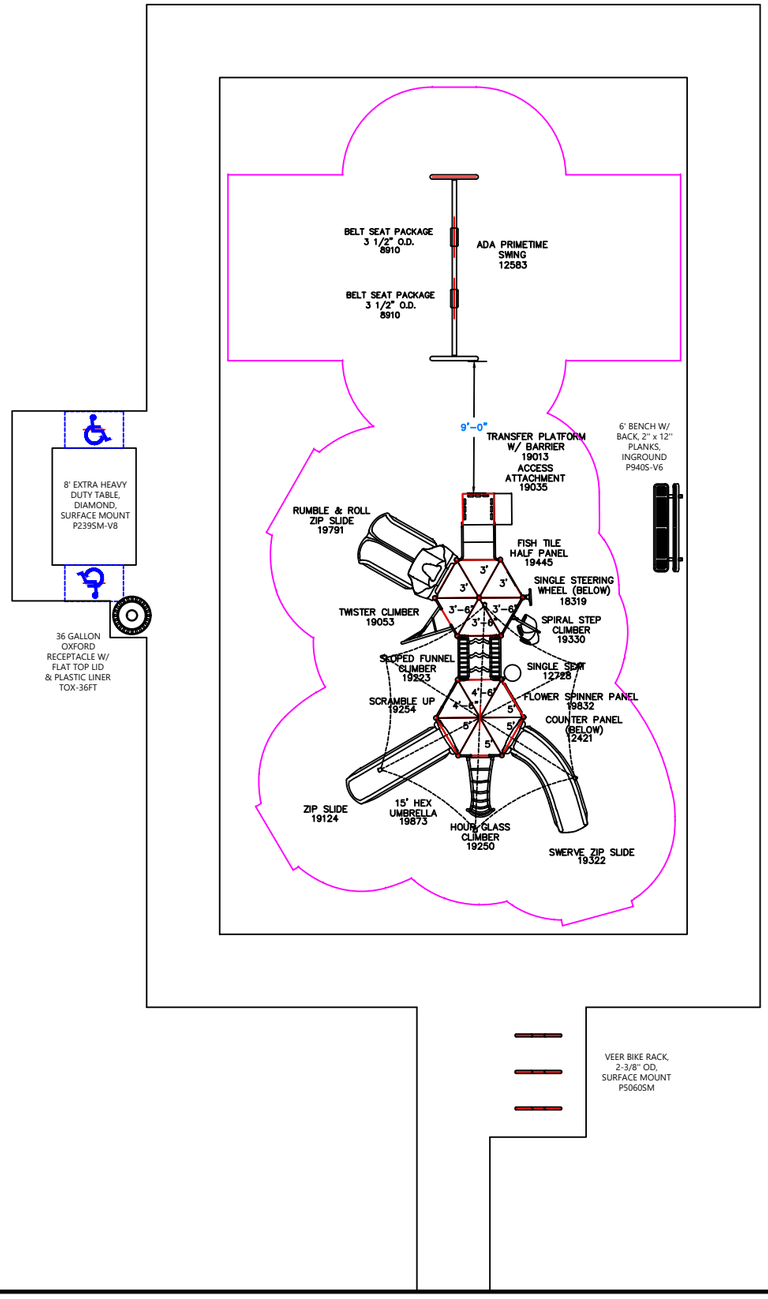
SHEET TITLE

SITE LAYOUT & DIMENSION PLAN
LOT J DETAIL
SOUTH POINTE #2

C1.1

PLEASE NOTE: This view is being provided to show only the components of the playground not the layout of the remainder of the park development.

N



PLEASE NOTE: This view is being provided to show only the components of the playground not the layout of the remainder of the park development.

CURBING	
TYPE	CONCRETE
LN FT	182
HT	8"

SURFACING	
TYPE	PIP
SQ FT	1874
CFH	8'

1 5

0 2 10

SCALE IN FEET

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ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

SOUTH POINTE SUBDIVISION
THE HEALEY GROUP- OPTION 2
DUBUQUE, IA

Representative
CUNNINGHAM RECREATION

This play equipment is recommended for children ages 5-12

Minimum Area Required:

Scale: This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: AD/SD/TCV

Date: 2/13/2025

Drawing Name: 171134-01-02 Site Plan

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June 17, 2024

City of Dubuque
City Council Meeting

Public Hearings # 05.

ITEM TITLE: Resolution Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C. and Providing for the Issuance of Urban Renewal Tax Increment Revenue Obligations Pursuant to the Development Agreement

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached resolution on a proposed First Amendment to the Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C., providing for the issuance of Urban Renewal Tax Increment Revenue Obligations, and City Manager recommending approval.

RESOLUTION Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C., including the proposed reimbursement of South Pointe, L.L.C. for certain infrastructure improvements with Urban Renewal Tax Increment Revenue

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

ATTACHMENTS:

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

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C. and Providing for the Issuance of Urban Renewal Tax Increment Revenue Obligations Pursuant to the Development Agreement

DATE: June 13, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution on a proposed First Amendment to the Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C., providing for the issuance of Urban Renewal Tax Increment Revenue Obligations.

The South Pointe Housing Urban Renewal Area was originally established by the City Council on March 20, 2017. The purpose of creating the Area was to facilitate the construction of much needed housing and residential development in the Dubuque area market.

To incentivize the development of residential housing in the Area, the City Council directed tax increment collected in the Area to incentivize the development and assist in the necessary public improvements required for the creation of new housing for a period of ten years.

The ordinance related to South Pointe is set to expire in 2029. However, due to supply chain delays during and following the COVID-19 pandemic and subsequent economic impacts including increased material costs and higher lending interest rates, the development of the South Pointe and housing construction has slowed significantly, delaying the anticipated timeframe for development of the residential housing. Greater Dubuque Development Corporation President and CEO Rick Dickinson proposed to the city and the developer that an extension of the term of the TIF rebates be proposed to the state legislature. Rick Dickinson made that proposal to our local legislators and they advocated for passage and this prompted the Iowa legislature and the Governor to pass legislation authorizing a three-year extension of housing urban renewal areas for the areas which were in existence prior to January 1, 2018. This would extend the

timeframe for division of revenue authorized by the City Council which would assist the Developer of South Pointe in creating much needed housing.

Three documents must be approved in order to carry out the provision of the authorized extension of three years of tax increment reimbursements.

1. Development Agreement – this is the agreement between the City and South Pointe, L.L.C, providing for the TIF payments. The First Amendment to this Development Agreement is the subject of this memorandum.
2. Urban Renewal Plan – this is the agreement among City, County, and School District which allows the City to collect the tax increment revenue used to provide the reimbursements committed in the Development Agreement. This document is in the process of being modified and is intended to be brought to City Council for approval June 17, 2024.
3. Extension Agreement – this is an additional agreement among City, County, and School District which specifically calls out the 3-year extension approved by the legislature. This document was approved by the Board of Supervisors on June 3, 2024, and by the School Board on June 10, 2024.

The key elements of the First Amendment to Development Agreement include the following:

1. The park Developer was originally required to construct is now optional.
2. The amount of reimbursement for park construction costs has been increased to a maximum $200,000 if the Developer opts to build the park.
3. Reimbursement of eligible expenses has been extended by three years and provided at an accelerated rate subject to the consent of the County and School District for the extension.
4. The City is no longer obligated to make improvements to portions of Rockdale Road.
5. The City agrees to accept streets within the subdivision if/when brought to City standards.
6. The Developer will receive 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, not to exceed actual expenditures for the Qualified Infrastructure Improvement Costs made after June 1, 2024.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
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 Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C. and Providing for the Issuance of Urban Renewal Tax Increment Revenue Obligations Pursuant to the Development Agreement

DATE: June 12, 2024

INTRODUCTION

This memorandum presents for City Council consideration and action the attached resolution approving a First Amendment to the Development Agreement by and between the City of Dubuque, Iowa and South Pointe, L.L.C., providing for the issuance of Urban Renewal Tax Increment Revenue Obligations.

BACKGROUND

The South Pointe Housing Urban Renewal Area (the Area) was originally established by Resolution 101-17 by the City Council of the City of Dubuque, Iowa, on March 20, 2017. The purpose of creating the Area was to facilitate the construction of much needed housing and residential development in the Dubuque area market, as described in the South Pointe Housing Urban Renewal Area Plan, and as defined by the Iowa Code §403.17(12).

To incentivize the development of residential housing in the Area, Ordinance 11-17-A was approved by City Council for the division of revenue within the Area. This allows the City to redirect tax increment collected in the Area to incentivize the development and assist in the necessary public improvements required for the creation of new housing. Per Iowa Code Section §403.19 the City of Dubuque was limited to collecting tax increment for a period of ten years in that District.

The Development Agreement was executed to provide for reimbursements to the Developer for eligible expenses, using tax increment revenue collected in the Area.

DISCUSSION

Ordinance 11-17-A, which established the South Pointe TIF District, is set to expire in 2029. However, due to supply chain delays during and following the COVID-19 pandemic and subsequent economic impacts including increased material costs and higher lending interest rates, the development of the South Pointe and housing construction has slowed significantly, delaying the anticipated timeframe for development of the residential housing. As this impact was felt statewide, and there is already a critical shortage of housing, it prompted the Iowa legislature and the Governor to pass legislation authorizing a three-year extension of housing urban renewal areas for the areas which were in existence prior to January 1, 2018 (Iowa Code §403.22(5)(c)). This would extend the timeframe for division of revenue authorized by Ordinance 11-17-A through 2032 which would assist the Developer of South Pointe in creating much needed housing.

Three documents must be approved in order to carry out the provision of the authorized extension of three years of tax increment reimbursements.

1. Development Agreement – this is the agreement between the City and South Pointe, L.L.C, providing for the TIF payments. <u>The First Amendment to this Development Agreement is the subject of this memorandum</u>.
2. Urban Renewal Plan – this is the agreement by and among the City, the County, and the School District which allows the City to collect the tax increment revenue used to provide the reimbursements committed in the Development Agreement. This document is in the process of being modified and is intended to be brought to the City Council for approval June 17, 2024.
3. Extension Agreement – this is an additional agreement by and among the City, the County, and the School District which specifically calls out the 3-year extension approved by the legislature. This document was approved by the Board of Supervisors on June 3, 2024 and by the Dubuque Community School District Board of Education on June 10, 2024. It will be presented to the City Council on June 17, 2024 for approval as part of the approval of the Amended and Restated Urban Renewal Area Plan for the South Pointe Housing Urban Renewal Area.

The key elements of the First Amendment to Development Agreement include the following:

1. The park which Developer was originally required to construct is now optional.
2. The amount of reimbursement for park construction costs has been increased to a maximum $200,000 if the Developer opts to build the park.
3. Reimbursement of eligible expenses has been extended by three years and provided at an accelerated rate subject to the consent of the County and the School District for the extension
4. The City is no longer obligated to make improvements to portions of Rockdale Road.
5. The City agrees to accept streets within the subdivision if/when brought to City standards.
6. The Developer will receive 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, not to exceed actual expenditures for the Qualified Infrastructure Improvement Costs made after June 1, 2024.

RECOMMENDATION

I recommend the City Council adopt the attached resolution approving the First Amendment to Development Agreement by and between the City of Dubuque and South Pointe, L.L.C. including the issuance of Urban Renewal Tax Increment Revenue Obligations.

FIRST AMENDMENT
TO DEVELOPMENT
AGREEMENT BY AND
BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
DUBUQUE SOUTH POINTE,
L.L.C.

This First Amendment, dated for reference purposes the 17 day of June, 2024, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to Iowa Code and acting under authorization of Iowa Code Chapter 489, as amended (Urban Renewal Act), and Dubuque South Pointe, L.L.C., an Iowa limited liability company with its principal place of business in Dubuque, Iowa (Developer). City and Developer are hereinafter sometimes collectively referred to as the Parties.

WHEREAS, City and Developer previously entered into that certain Development Agreement dated June 5, 2017 (the Agreement) with respect to the matters specified therein; and

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

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

Section 1. Section 2.1.H. of the Development Agreement is amended to read as follows:

Section 2.1.H. Developer is not required to, but has the option to, construct a City park on the Lot shown on Exhibit A within the Development Property.

Developer Opts to Construct Park

a. Developer will dedicate said Lot shown on Exhibit A within the Development Property to the City for purposes of a City park upon completion of the park improvements.

b. The City will not accept dedication of the lot unless or until the park improvements are complete unless the Developer fails to construct the park by June 30, 2031. Acceptance of the park is subject to City Council review and approval.

c. The naming of the park will be determined by the Park and Recreation Commission and the City Council.

d. The lot for the park within the Development Property which will be dedicated to the City must:
   - be reviewed and approved by the Park and Recreation Commission and the City Council
   - be a minimum of ½ acre developable space
   - Include dedicated street parking for persons with disabilities and provide for access from the street parking to the park features and amenities.

e. If Developer opts to construct the public park Developer must submit a park development plan and specifications for review and approval from the City through City staff, the Park and Recreations Commission, and the City Council prior to initiating construction. The park development plan and specifications must, at a minimum, include:

   - Security lighting and/or park lights
   - Park Sign
   - Playground equipment from a commercial company such as Miracle, Gametime, or Landscape Structures with proper playground surfacing meeting CPSC standards underneath
   - Garbage/trash receptacles
   - Park benches
   - Sidewalks and accessible paths
   - Trees
   - Picnic table(s)
   - Bike parking loops
   - Parking, including accessible parking. Parking may be street parking.
   - Seeding grass for the play space
   - Compliance with the Americans with Disabilities Act regulations as reviewed and approved by the City's ADA consultant RAC or another independent ADA consultant organization, including the path from accessible street parking to the park features.

   The City will provide information on the specifications required for specific park amenities such as park lights, park sign, garbage/trash receptacles, park benches, and bike parking loops to maintain conformity and facilitate maintenance of such amenities throughout the City of Dubuque's park system.

f. Developer must maintain general liability insurance on the park lot and appurtenances as well as property coverage on the playground equipment until the park is accepted by City. Proof of insurance shall be submitted to the City.

g. Developer shall submit to the City Clerk securities (form of Letter of Credit or Bond) in the amount of 110% of the total park project cost estimate. After the two (2) year bonding period, the park lot, infrastructure, and appurtenances shall be dedicated to the City.

Developer Opts Not to Construct Park or Fails to Construct Park by June 30, 2031

a. If Developer opts not to or fails to construct the park by June 30, 2031, the City will accept dedication of the park lot shown on Exhibit A in the location with frontage to South Pointe Drive and directly bordering the subdivision detention basin.

b. The City will budget for and construct a park as city capital budget funding is available.

c. However, the City shall have no obligation to construct a park on said Lot and it may remain a public green space.

Developer may use and allow residents to use the park access on South Pointe Drive upon the execution of a Usage, Maintenance, and Hold Harmless and Indemnification Agreement for the benefit of the City.

Section 2. Section 3.1 of the Development Agreement is amended to read as follows:

Section 3.1 Park Construction. City will reimburse Developer for the creation of a park within the Development Property for actual costs up to two-hundred thousand dollars ($200,000).

Section 3. Section 3.8 of the Development Agreement is amended to read as follows:

Section 3.8 Reserved.

Section 4. Section 3.11 of the Development Agreement is amended to read as follows:

Section 3.11 Additional Public Improvements. The City may, in its sole discretion, evaluate the possibility of additional public improvement projects within the existing, or an expanded, urban renewal area. The City hereby finds that the Qualified Infrastructure Improvement Costs are desirable within the existing, or expanded, urban renewal area and added to the Development Agreement.

Section 5. Section 3.12 of the Development Agreement is amended to read as follows:

Section 3.12 Economic Development Grants.

A. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to reimburse Developer for the actual cost of development activities as tax increment is generated by all phases of the South

Pointe Housing Renewal Area and in accordance with the annual allocation in Sections 3.12(B) and 3.12(C), as follows:

a. Fiber Optic Installation within development:	Up to $223,560
b. McNamer/Woodward Water & Sewer Utility Easement(s) Acquisition Reimbursement:	Up to $25,085
c. Waller/Leonard Sewer Utility Easement(s) Acquisition Reimbursement	Up to $52,056
d. McNamer Woodward Water/Sewer Service Installation Reimbursement:	Up to $200,000
e. Tower Drive Emergency Access Reimbursement for Easement Acquisition and Improvements	Up to $120,000
f. Park: Reimbursement for Design, Construction, and Installation if Developer opts to construct:	Up to $200,000

(a. Through f. are hereby referred to as the “Specified Development Activities”)

g. Qualified Costs of the following Infrastructure Improvements (“Qualified Infrastructure Improvement Costs”), excluding the above Specified Development Activities:

The principal structures, works, component parts and accessories of any of the following:

1) Sanitary, storm and combined sewers.
2) Drainage conduits, channels, and levees.
3) Street grading, paving, graveling, macadamizing, curbing, guttering, and surfacing with oil, oil and gravel or chloride.
4) Street lighting fixtures, connections and facilities.
5) Sewage pumping stations, and disposal and treatment plants.
6) Underground gas, water, heating, sewer and electrical connections located in streets for private property.
7) Sidewalks and pedestrian underpasses or overpasses.
8) Drives and driveway approaches located within the public right-of-way.
9) Waterworks, water mains and extensions.
10) Plazas, arcades and malls.
11) Parking facilities.
12) Removal of diseased or dead trees from any public place, publicly owned right-of-way or private property.
13) Traffic-control devices, fixtures, connections, and facilities.

“Qualified Infrastructure Improvement Costs means the costs and expenses incurred by Developer necessary to construct the Infrastructure Improvements initiated after June 1, 2024, including interest during construction and for not more than six months thereafter, costs for acquisition of right of way, easements, landscaping, grading, drainage, paving, underground utility connections for private property located in the streets, engineering, architectural, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization, and legal expenses related to those improvements. To be Qualified Infrastructure Improvement Costs, they must be incurred by Developer with respect to those Infrastructure Improvements that are dedicated to and accepted by the City.”

B. Grants, related to the Specified Development Activities of the Project, not to exceed a total of Eight Hundred Twenty Thousand Seven Hundred One Dollars ($820,701) during the term of the agreement, for development activities will be made as follows:

City shall certify to the County prior to December 1 of each year, commencing December 1, 2018, 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.

November 1, 2019: 25% of the remaining yearly increment after the deduction of the set-aside per Iowa Code §403.22 for low or moderate income families including single person households, earning no more than eighty percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines (LMI Housing Assistance), but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2020: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2020: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2021: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2021: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual

expenditures by Developer for Development Activities.

May 1, 2022: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2022: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2023: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2023: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2024: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2024: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2025: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2025: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.
May 1, 2026: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2026: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2027: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2027: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual

expenditures by Developer for Development Activities.

May 1, 2028: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2028: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2029: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

C. Grants, related to Qualified Infrastructure Improvement Costs of the Project, not to exceed the total of the Qualified Infrastructure Improvement Costs, during the term of the agreement, for development activities will be made as follows:

May 1, 2024: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2024: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2025: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.
November 1, 2025: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2026: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2026: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2027: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2027: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual

expenditures by Developer for Development Activities.

May 1, 2028: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2028: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2029: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

Subject to and conditional upon: (i) the amendment of Iowa Code Section 403.22 pursuant to Senate File 2442 and (ii) the City receiving approval of the governing bodies of all other affected taxing districts to extend the division of revenue under Iowa Code Section 403.19 for three (3) years to adequately fund the project, then, in addition to the grants provided under the schedules set forth above, the City agrees to continue to provide grants for development activities, related to the Specified Development Activities of the Project, that in combination with the grants provided under subsection B of Section 3.12, above, shall not exceed a total of Eight Hundred Twenty Thousand Seven Hundred One Dollars ($820,701) during the term of the agreement, and for the Qualified Infrastructure Improvement Costs of the Project, that in combination with the grants provided under subsection C of Section 3.12, above, shall not exceed the actual expenditures for the Qualified Infrastructure Improvement Costs, during the term of the agreement, as follows:

November 1, 2029: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2030: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2030: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2031: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2031: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual

expenditures by Developer for Development Activities.

May 1, 2032: 100% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

D. The foregoing grants described in subsections B and C of Section 3.12 will be made pursuant to Iowa Code §403.19 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code §403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code §403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Property and improvements constructed by Developer (the Developer Tax Increments). Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

Section 6. Section 7.3 of the Development Agreement is amended to read as follows:

7.3 Termination Date.

a. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 30, 2032 (the Termination Date) subject to and conditional upon:

(i) the amendment of Iowa Code Section 403.22 pursuant to Senate File 2442 and

(ii) the City receiving approval of the governing bodies of all other affected taxing districts to extend the division of revenue under Iowa Code Section 403.19.

b. In the event the City the City does not receive the approval of the governing bodies of the other affected taxing districts to extend the division of revenue under Iowa Code Section 403.19 then the original termination date of June 30, 2029, will remain in effect.

Section 7. The City will accept dedication of the private streets referenced in Sections 2.2 and 3.9 of the Development Agreement upon proof said streets were constructed to city standards to be confirmed by the City Manager or the City Manager's designee. If the private streets were not built to city standards the City will accept dedication of the private streets after they are brought up to city standards.

Section 8. All other terms of the Development Agreement, as amended, shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

DUBUQUE SOUTH POINTE, L.L.C.

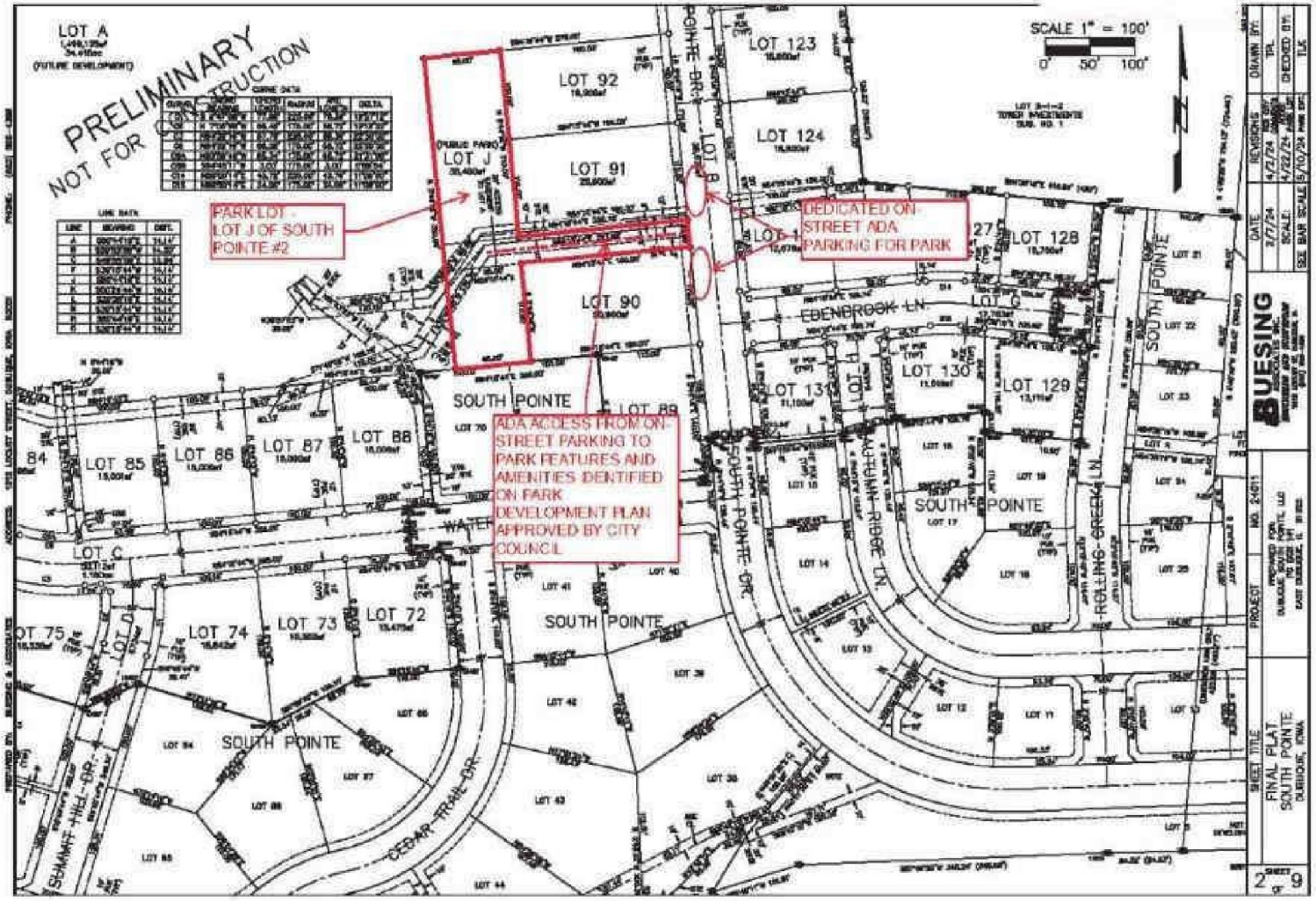
By: _____
~~Michael Klauer~~ JAMES ARNOLD

Its OWNER

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

EXHIBIT A


PRELIMINARY
NOT FOR CONSTRUCTION
LOT A
(FUTURE DEVELOPMENT)
SCALE 1" = 100'
0' 50' 100'
LOT 92
LOT 91
LOT 90
LOT J
(PUBLIC PARK)
LOT 123
LOT 124
LOT 128
LOT 130
LOT 129
LOT 131
PARK LOT - LOT J OF SOUTH POINTE #2
DEDICATED ON STREET ADA PARKING FOR PARK
ADA ACCESS FROM ON-STREET PARKING TO PARK FEATURES AND AMENITIES IDENTIFIED ON PARK DEVELOPMENT PLAN APPROVED BY CITY COUNCIL
EDENBROOK LN.
SOUTH POINTE
SOUTH POINTE DR.
WATERMAN RIDGE LN.
ROLLING GREEN LN.
LOT 85
LOT 86
LOT 87
LOT 88
LOT 89
LOT 74
LOT 73
LOT 72
LOT 75
LOT C
LOT D
LOT H
LOT G
SUMMIT HILL DR.
CEDAR TRAIL DR.
BUESING
DRAWN BY: TPL
DATE: 3/7/24
REVISIONS: 4/2/24, 4/22/24, 5/10/24
SCALE: 1" = 100'
CHECKED BY: TLK
SIZE BAR SCALE
PROJECT
SHEET TITLE
FINAL PLAT
SOUTH POINTE
DUBUQUE, IOWA
SHEET 2 OF 9

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

RESOLUTION NO. 198-24

APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND SOUTH POINTE, L.L.C., INCLUDING THE PROPOSED REIMBURSEMENT OF SOUTH POINTE, L.L.C. FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS WITH URBAN RENEWAL TAX INCREMENT REVENUE

WHEREAS, the City of Dubuque (City) and South Pointe, L.L.C. (Developer)entered into a Development Agreement dated for reference purposes June 5, 2017, for the development of property located in the South Pointe Housing Urban Renewal Area (the Development Property); and

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

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

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

Section 1. That the First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and South Pointe, L.L.C. is hereby approved.

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

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

Passed, approved and adopted this 17th day of June, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

6/17/2024
PH#5
RES#193-24

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

06/07/2024.

and for which the charge is 46.37

Kathy Goetzinger

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

this 7th day of June, 2024

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA
JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2025

Ad text :

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 17th day of June, 2024, 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 First Amendment to Development Agreement between the City of Dubuque, Iowa and South Pointe, L.L.C., 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 reimbursements for certain infrastructure improvements to be constructed on and within Development Property (Urban Renewal Tax Increment Revenue Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the South Pointe Housing Urban Renewal Area, consisting of the funding of tax increment reimbursements for South Pointe, L.L.C., under the terms and conditions of the Urban Renewal Plan for the South Pointe Housing Urban Renewal Area. The aggregate amount of the Urban Renewal Tax Increment Revenue Obligations cannot be determined at the present time but is not expected to exceed $1,600,000 but will not to exceed the actual reimbursement of qualified expenses.

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 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 3rd day of June, 2024.
Adrienne N. Breitfelder, City Clerk
1t 6/7

Dubuque County Iowa
John Murphy Recorder
720 Central Ave.
Dubuque, IA 52001
Phone Number: (563)589-4434

Official Receipt: 2017-00007622
Reprinted on 09/25/2017 at 10:06:25 AM
By: 63 on DCRC02

DUBUQUE CITY CLERK
CITY HALL
50 WEST 13TH STREET
DUBUQUE IA 52001
Date Recorded: 09/20/2017

Instrument ID	Recorded Time	Amount
2017-00011706	03:03:23 PM	$267.00

MCG - AGREEMENT
DUBUQUE CITY
TO:DUBUQUE SOUTH POINTE LLC

Accounts	Amount
RECORD MANAGEMENT	$1.00
TECH FEE	$1.00
REAL ESTATE	$265.00
NON-CONFORMING FEE	$0.00

Total Due:	$267.00
Amount Charged:	$267.00
Change Tendered:	$0.00

HAVE A NICE DAY!
WWW.DUBUQUECOUNTY.ORG

2017-11706
Cover sheet copy
South Pointe LLC
Instead of Dubuque
South Pointe LLC

Doc ID: 008707720053 Type: GEN
Kind: AGREEMENT
Recorded: 09/20/2017 at 03:03:23 PM
Fee Amt: $267.00 Page 1 of 53
Dubuque County Iowa
John Murphy Recorder
File 2017-00011706

RECORDER'S COVER SHEET

AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE SOUTH POINTE, L.L.C. FOR THE DEVELOPMENT OF THE SOUTH POINTE HOUSING URBAN RENEWAL AREA ECONOMIC DEVELOPMENT DISTRICT

Preparer Information:
City of Dubuque, Iowa, 50 West 13th Street, Dubuque, Iowa 52001

Taxpayer Information:
South Pointe, L.L.C., 600 Star Brewery Drive, Dubuque, IA 52001

Return Document To:
Kevin S. Firnstahl, City of Dubuque City Clerk, 50 West 13th Street, Dubuque, IA 52001

Legal Description:
See Page 2: Section 1. Legal Description of Project Area.

Grantors:
South Pointe, L.L.C.

Grantees:
City of Dubuque, Iowa

Attachments:
Certified Resolution No. 205-17
Agreement

Ⓧ $267.00
City Clerk

Doc ID: 008707720053 Type: GEN
Kind: AGREEMENT
Recorded: 09/20/2017 at 03:03:23 PM
Fee Amt: $267.00 Page 1 of 53
Dubuque County Iowa
John Murphy Recorder
File 2017-00011706

RECORDER'S COVER SHEET

AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE SOUTH POINTE, L.L.C. FOR THE DEVELOPMENT OF THE SOUTH POINTE HOUSING URBAN RENEWAL AREA ECONOMIC DEVELOPMENT DISTRICT

Preparer Information:
City of Dubuque, Iowa, 50 West 13th Street, Dubuque, Iowa 52001

Taxpayer Information:
South Pointe, L.L.C., 600 Star Brewery Drive, Dubuque, IA 52001

Return Document To:
Kevin S. Firnstahl, City of Dubuque City Clerk, 50 West 13th Street, Dubuque, IA 52001

Legal Description:
See Page 2: Section 1. Legal Description of Project Area.

Grantors:
South Pointe, L.L.C.

Grantees:
City of Dubuque, Iowa

Attachments:
Certified Resolution No. 205-17
Agreement

Ⓐ $267.00
City Clerk

AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE SOUTH POINTE, L.L.C.

This Agreement, dated for reference purposes the 5th day of June, 2017, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to Iowa Code and acting under authorization of Iowa Code Chapter 489, as amended (Urban Renewal Act), and Dubuque South Pointe, L.L.C., an Iowa limited liability company with its principal place of business in Dubuque, Iowa (Developer).

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an urban renewal project (the Project) to advance the community's ongoing economic development efforts; and

WHEREAS, the Project is located within the South Pointe Housing Urban Renewal Area Economic Development District (the Project Area); and

WHEREAS, as of the date of this Agreement an urban renewal plan for the Project Area consisting of the urban renewal plan for the South Pointe Housing Urban Renewal Area Economic Development District, was approved by the City Council of City on the 20th day of March, 2017, (the Urban Renewal Plan); and

WHEREAS, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, attached hereto as Exhibit A, is on file with the Clerk for the City; and

WHEREAS, the Developer plans a development of townhomes and single-family homes on all property owned by Developer, legally described as:

> Lot 1 and Lot 1-1-2, both of Tower Investments Subdivision No. 1, Lot 2-1-1-1-1-1-2-2 of Mineral Lot 483, Lot 1 of Mary Lou Place, and Lot 2 of Table Mound Mobile Home Park, all in the Southwest ¼ of Section 1, and the Southeast ¼ of Section 2, Township 88 North, Range 2 East, of the 5th P.M., in the City of Dubuque, Dubuque County, Iowa.

(the Development Property) which is in the Project Area, and thereafter to cause the same to be operated in accordance with this Agreement; and

WHEREAS, the Developer is willing to cause certain infrastructure improvements to be constructed on and within the Development Property; and

WHEREAS, the City intends to assist the Project through grants toward infrastructure improvements; and

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

NOW THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. LEGAL DESCRIPTION OF PROJECT AREA.

Lot 1 of Tower Investments Subdivision No. 1, City of Dubuque; and

Lot 1 of Lot 1 of Lot 2 of Tower Investments Subdivision No. 1, City of Dubuque; and

Lot 2 of Table Mound Mobile Home Park, City of Dubuque; and

Lot 2 of Lot 1 of Lot 1 of Lot 1 of Lot 1 of Lot 1 of Lot 2 of Lot 2 of Mineral Lot 483, City of Dubuque; and

Lot 1 of Mary Lou Place, City of Dubuque; and

Lot 1 of Mcnamer Acres No. 1; and

Lot 1 of Mcnamer Acres No. 3; and

Lot 2 of Mcnamer Acres No. 3; and

All that part of the Rockdale Road Right of Way lying South of the Easterly extension of the North line of Lot 1 of Mary Lou Place and lying North of the Southern terminus of the Rockdale Road Right of Way; and

All that part of the Key West Drive Right of Way and the Us Highway 61 Right of Way lying South of the Easterly and Westerly extension of the South line of Lot 2-1-1-1-3 of Annie Waller Subdivision #2 and lying North of the Easterly and Westerly extension of that part of Lot 1 of Mineral Lot 479 lying West of U.S. Highway 61, and

All of the Manson Road Right of Way, in the City of Dubuque, Iowa; and
Lot 1-2-1-1-1-1-1-1-2-1-4 of Mineral Lot 501; and

All that part of the Kelly Lane Right of Way Lying North and West of the West line of Lot 4 of Old Mill Subdivision and its Northerly extension; and

Lot 1-2, 1-2-1, 1-3-1, 2-1-1, 2-2-3-1, 2-2-2, 2-2-2-1 All in Mineral Lot 514; and
Lot 10 Peg-O-Mesa Subdivision; and

All that part of the Fremont Avenue Right of Way lying West and South of the South line of Lot 14 in Block 1 of Birch Acres and its Northwesterly extension; and

All that part of the Cedar Cross Road Right of Way lying South of the Chicago Central and Pacific Railroad Company property in Section 27, T89N, R2E of the 5th P.M.; and

All that part of the Chicago Central and Pacific Railroad Company property in Section 27, T89N, R2E of the 5th P.M. lying East of the Westerly line of Lot 1 of Part of Lot 1-1 of Mineral Lot 233 and its Northerly extension and lying West of the Westerly line of Lot 2-2 of Mineral Lot 211A and its Northerly extension; and

All that part of the Cedar Cross Road Right of Way lying South of the Southern Right of Way line of U.S. Highway 20 (Dodge Street) and lying North of the Chicago Central and Pacific Railroad Company property in Section 27, T89N, R2E of the 5th P.M.; and

All that part of the U.S. Highway 20 (Dodge Street) Right of Way lying West of a line connecting the Northwest corner of Lot 2-1-1-1 of Bartels Center Grove Place and the Southeast corner of Lot 1 of Hardee's First Addition and lying East of the Chicago Central and Pacific Railroad Company property in Section 28, T89N, R2E of the 5th P.M.; and

All that part of the Chicago Central and Pacific Railroad Company property in Section 28, T89N, R2E of the 5th P.M. lying East of the Easterly line of Lot 2 of West End Commercial Subdivision #2 and its Southerly extension and lying West of the Westerly line of Lot 1 of Clin-Que Inc Addition No. 2 and its Southerly extension; and

All that part of the U.S. Highway 20 (Dodge Street) Right of Way lying South and West of the Chicago Central and Pacific Railroad Company property in Section 28, T89N, R2E of the 5th P.M. and North and East of the Northerly extension of West Lot line of Lot 6 of Key City Subdivision; and

Lot 6 of Key City Subdivision, Dubuque County Iowa; and

All that part of West Key Drive Right of Way adjacent to Lot 6 of Key City Subdivision; and

All that part of Royal Wood Drive Right of Way lying South of the Southerly Right of Way line of West Key Drive and North of the Northerly Right of Way line of North Cascade Road; and

Lot 1 of Lot 1 of the Southeast Quarter of the Northwest Quarter of Section 13, T88N, R1E of the 5th P.M.; and

All that part of the English Mill Road Right of Way lying South of the Northerly line of the South 10 Acres of Lot 1 of the Southeast Quarter of the Northwest Quarter of Section 5, T88N, R2E and its Easterly extension and lying North of the Northerly Right of Way line

of North Cascade Road; and

All that part of the Northwesterly Half of the North Cascade Road Right of Way lying South and West of the East line of Lot 1 of Dieters Place and its Northerly extension and lying North and East of the West line of Lot 1-1 of Elizabeth Watter's Place and its Northerly extension; and

All that part of the North Cascade Road Right of Way lying South and West of the West line of Lot 1-1 of Elizabeth Watter's Place and its Northerly extension and lying North and East of the East line of Lot 1-1 of Dane Place and its Southerly extension; and

All that part of the Southeasterly Half of the North Cascade Road Right of Way lying South and West of the East line of Lot 1-1 of Dane Place and its Southerly extension and lying North and East of the Easterly Right of Way line of U.S. Highway 20.

A part of Lot 2-2-1-1-2 of Mineral Lot 483, Lot 1-2-1-1-2 of Mineral Lot 483, and Lot 1-2-2-2 of Mineral Lot 483 in the City of Dubuque, Iowa, more particularly described as follows: Beginning at the southwest corner of Lot 2-2-1-1-2 of Mineral Lot 483; thence North 04 Degrees 51 Minutes 47 Second East a distance of 127.24 feet; thence North 29 Degrees 44 Minutes 54 Seconds East a distance of 170.93 feet; thence North 80 Degrees 19 Minutes 29 Seconds East a distance of 40.03 feet to the southerly right of way line of Tower Drive; thence South 84 Degrees 00 Minutes 14 Seconds East along said southerly right of way line a distance of 1.39 feet; thence South 87 Degrees 49 Minutes 21 Seconds East along said southerly right of way line a distance of 95.54 feet; thence South 80 Degrees 19 Minutes 29 Seconds West a distance of 125.43 feet; thence South 29 Degrees 44 Minutes 54 Seconds West a distance of 157.07 feet; thence South 04 Degrees 51 Minutes 47 Seconds West a distance of 121.90 feet; thence North 87 Degrees 48 Minutes 19 Seconds West a distance of 20.02 feet to the point of beginning.

A part of Mineral Lot 486 in the City of Dubuque, Iowa, more particularly described as follows: Commencing at the northeast corner of Mineral Lot 486; thence North 76 Degrees 36 Minutes 57 Seconds West along the northerly line of said lot a distance of 403.64 feet to the point of beginning; thence South 65 Degrees 40 minutes 26 Seconds West a distance of 65.15 feet; thence North 24 Degrees 19 Minutes 34 Seconds West a distance of 20.00 feet; thence North 65 Degrees 40 Minutes 26 Seconds East a distance of 39.29 feet to the north line of said lot; thence South 76 Degrees 36 Minutes 57 Seconds East along the north line of said lot a distance of 32.70 feet to the point of beginning.

A part of Mineral Lot 486 in the City of Dubuque, Iowa, more particularly described as follows: Commencing at the northeast corner of Mineral Lot 486; thence North 76 Degrees 36 Minutes 57 Seconds West along the northerly line of said lot a distance of 628.75 feet; thence North 79 Degrees 50 Minutes 55 Seconds West along the north line of said lot a distance of 139.90 feet to the point of beginning; thence South 08 Degrees 41 Minutes 38 Seconds East a distance of 72.68 feet; thence South 81 Degrees 18 Minutes 22 Seconds West a distance of 20.00 feet; thence North 08

Degrees 41 Minutes 38 Seconds West a distance of 79.50 feet to a point on the north line of said lot; thence South 79 Degrees 50 Minutes 55 Seconds East along the north line of said lot a distance of 21.13 feet to the point of beginning.

A part of Mineral Lot 488 in the City of Dubuque, Iowa, more particularly described as follows: Commencing at the northeast corner of Mineral Lot 486; thence North 76 Degrees 36 Minutes 57 Seconds West along the northerly line of said lot a distance of 628.75 feet; thence North 79 Degrees 50 Minutes 55 Seconds West along the north line of said lot a distance of 321.31 feet; thence North 69 Degrees 04 Minutes 44 Seconds West along the north line of said lot a distance of 304.67 feet; thence North 42 Degrees 36 Minutes 17 Seconds West along the north line of said lot and the easterly line of Mineral Lot 488 a distance of 223.95; thence North 67 Degrees 26 Minutes 34 Seconds West along the easterly line of Mineral Lot 488 a distance of 186.99 feet; thence North 27 Degrees 46 Minutes 34 Seconds West along the easterly line of said lot a distance of 79.24 feet; thence North 12 Degrees 43 Minutes 23 Seconds East a distance of 598.76 feet to the point of beginning; thence South 73 Degrees 55 Minutes 19 Seconds West a distance of 95.02 feet; thence North 16 Degrees 04 Minutes 41 Seconds West a distance of 20.00 feet; thence North 73 Degrees 55 Minutes 19 Seconds East a distance of 106.02 feet to a point on the easterly line of said lot; thence South 12 Degrees 43 Minutes 23 Seconds West along the easterly line of said lot a distance of 22.82 feet to the point of beginning.

A part of Mineral Lot 488 in the City of Dubuque, Iowa, more particularly described as follows: Commencing at the northeast corner of Mineral Lot 486; thence North 76 Degrees 36 Minutes 57 Seconds West along the northerly line of said lot a distance of 628.75 feet; thence North 79 Degrees 50 Minutes 55 Seconds West along the north line of said lot a distance of 321.31 feet; thence North 69 Degrees 04 Minutes 44 Seconds West along the north line of said lot a distance of 304.67 feet; thence North 42 Degrees 36 Minutes 17 Seconds West along the north line of said lot and the easterly line of Mineral Lot 488 a distance of 223.95; thence North 67 Degrees 26 Minutes 34 Seconds West along the easterly line of Mineral Lot 488 a distance of 186.99 feet; thence North 27 Degrees 46 Minutes 34 Seconds West along the easterly line of said lot a distance of 79.24 feet; thence North 12 Degrees 43 Minutes 23 Seconds East a distance of 640.72 feet; thence North 12 Degrees 47 Minutes 24 Seconds East along the easterly line of said lot a distance of 169.27 feet to the point of beginning; thence North 80 Degrees 41 Minutes 00 Seconds West a distance of 207.65 feet; thence North 09 Degrees 19 Minutes 00 Seconds East a distance of 20.00 feet; thence South 80 Degrees 41 Minutes 00 Seconds East a distance of 208.86 feet to point on the easterly line of said lot; thence South 12 Degrees 47 Minutes 24 Seconds West a distance of 20.04 feet to the point of beginning.

A part of Lot 2-1-2 of Tower Investment Subdivision No. 1 in the City of Dubuque, Iowa, more particularly described as follows: Beginning at the southwest corner of Lot 1-2-2 of Tower Heights in the City of Dubuque, Iowa; thence South 04 Degrees 49 Minutes 39 Seconds West along the westerly right of way line of Tower Drive a distance of 15.02 feet to the point of beginning; thence continuing South 04 Degrees 49 Minutes 39

Seconds West along said westerly line a distance of 30.03 feet; thence North 82 Degrees 49 Minutes 29 Seconds West a distance of 497.68 feet to a point on the westerly line of Lot 2-1-2 of Tower Investment Subdivision No. 1; thence North 05 Degrees 44 Minutes 16 Seconds West along said westerly lot line a distance of 30.78 feet; thence South 82 Degrees 49 Minutes 29 Seconds East a distance of 503.33 feet to the point of beginning.

SECTION 2. DEVELOPMENT ACTIVITIES.

2.1 Required Improvements. City acknowledges that Developer is developing a residential development on the Development Property as shown on the plats attached hereto as Exhibit B. Developer agrees as follows:

A. To install and dedicate fiber optic conduit, vaults, and appurtances as part of the infrastructure for Development Property with an estimated cost of two hundred twenty-three thousand five hundred sixty dollars ($223,560.00), Developer to be reimbursed for actual expenditures up to two hundred twenty-three thousand five hundred sixty dollars ($223,560.00) certified to the City of Dubuque and subject to approval by the City.

B. To secure a secondary emergency access to and from the Development Property via an access easement attached as Exhibit C prior to final plat approval for Phase I of the South Pointe Development.

Construction of the secondary emergency access must comply with the requirements of the 2015 International Fire Code, Appendix D on Fire Apparatus Access Roads.

C. To acquire utility easements as shown on Exhibit D (McNamer and Woodward Easements) for the South Pointe Development prior to final plat approval for Phase I of the South Pointe Development.

D. To install water and sewer service infrastructure in the Woodward and McNamer utility easements and to install sewer infrastructure in the Waller Phase II utility easement as shown on Exhibit E per City standards and specifications within two (2) years of City Council approval of the final plat for Phase II of the South Pointe Development.

Developer shall contract with a consulting firm to prepare plans and specifications with respect to these improvements which shall be in conformity with all applicable state and local laws and regulations. Plans and Specifications must be prepared using the latest City of Dubuque Engineering Standards and SUDAS Standards. Developer must submit to the City for approval all plans, drawings, specifications, easement documents and other related documents with respect to the improvements. All work with respect to these improvements must be in conformity with the Construction Plans approved by the City. Developer shall be responsible for all any and all construction staking and surveying necessary to construct the project per approved plans. Developer shall be responsible for any and all materials testing services as required by the approved plans and specifications. Developer shall pay City an inspection fee of 3% of total project cost estimate and City will conduct all

construction inspection activities. Developer shall submit to the City Clerk securities (form of Letter of Credit or Bond) in the amount of 110% of the total project cost estimate. After the two (2) year bonding period, water service infrastructure and appurtenances shall be dedicated to the City; and

E. To acquire utility easements as shown on Exhibit F (Waller Phase I and Leonard Easements) and Exhibit G (Waller Phase II Easement) prior to final plat approval for Phase I of the South Pointe Development.

F. To install sewer service infrastructure in the utility easements as shown on Exhibit F per City standards and specifications within two (2) years of City Council approval of the final subdivision plat of Phase I of the South Pointe Development. Developer shall contract with a consulting firm to prepare plans and specifications with respect to these improvements which shall be in conformity with all applicable state and local laws and regulations. Plans and Specifications must be prepared using the latest City of Dubuque Engineering Standards and SUDAS Standards. Developer must submit to the City for approval all plans, drawings, specifications, easement documents and other related documents with respect to the improvements. All work with respect to these improvements must be in conformity with the Construction Plans approved by the City. Developer shall be responsible for all any and all construction staking and surveying necessary to construct the project per approved plans. Developer shall be responsible for any and all materials testing services as required by the approved plans and specifications. Developer shall pay City an inspection fee of 3% of total project cost estimate and City will conduct all construction inspection activities. Developer shall submit to the City Clerk securities (form of Letter of Credit or Bond) in the amount of 110% of the total project cost estimate. After the two (2) year bonding period, water service infrastructure and appurtenances shall be dedicated to the City; and

H. To construct a park within the Development Property which will be dedicated to the City upon completion as a City park. The lot for the park must:

- be reviewed and approved by the Park and Recreation Commission and the City Council
- be a minimum of ½ acre developable space
- be fully accessible to persons with disabilities
- have accessible parking for persons with disabilities

Developer must submit a park development plan and specifications for review and approval from the City through City staff, the Park and Recreation Commission, and the City Council prior to initiating

construction. The park development plan and specifications must, at a minimum, include:

- Security lighting and/or park lights
- Drinking Fountain
- Park Sign
- Playground equipment from a commercial company such as Miracle, Gametime, or Landscape Structures with proper playground surfacing meeting CPSC standards underneath
- Garbage/trash receptacles
- Park benches
- Sidewalk, as needed
- Trees
- Picnic table(s)
- Bike parking loops
- Parking, including accessible parking. Parking may be street parking.
- Seeding grass for the play space
- Compliance with the Americans with Disabilities Act regulations as reviewed and approved by the City's ADA consultant RAC or another independent ADA consultant organization

The City will provide information on the specifications required for specific park amenities such as drinking fountains, park lights, park sign, garbage/trash receptacles, park benches, and bike parking loops to maintain conformity and facilitate maintenance of such amenities throughout the City of Dubuque's park system.

Upon completion, Developer will dedicate the completed park to the City with all improvements. Acceptance of the park is subject to City Council review and approval. Naming of the park will be determined by the Park and Recreation Commission and the City Council.

Developer must maintain general liability insurance on the park lot and appurtenances as well as property coverage on the playground equipment until the park is accepted by City. Proof of insurance shall be submitted to the City.

Developer shall submit to the City Clerk securities (form of Letter of Credit or Bond) in the amount of 110% of the total park project cost estimate. After the two (2) year bonding period, the park lot, infrastructure, and appurtenances shall be dedicated to the City;

2.2 Maintenance/Repair of Public Utilities under Private Streets. City will maintain and repair the city owned utilities under the private streets within the easement granted by Developer within the Development Property. City is not responsible for the repair of

the private streets. Developer may opt to assign the responsibility to repair the private streets to a homeowners' association.

2.3 Plans for Construction of Improvements. Plans and specifications with respect to the Development Property and the construction of improvements thereon (the Construction Plans) shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens, and charges applicable to the Development Property, in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Development Property. All work with respect to the improvements shall be in substantial conformity with the Construction Plans approved by City.

2.4 Timing of Improvements. Developer hereby agrees that construction of improvements on the Development Property shall be commenced by July 1, 2017, and shall be built in conjunction with the streets within the Development. The time frames for the performance of these obligations shall be suspended due to unavoidable delays, meaning delays outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire, or other casualty to the 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 delays. The time for performance of such obligations shall be extended only for the period of such delay.

SECTION 3. CITY PARTICIPATION. City participation is conditioned on the availability of tax increment dollars generated within the South Pointe Housing Urban Renewal Area to fund the commitments outlined in this section. The City is not obligated to incur debt to fund any portion of City's participation or grants to Developer.

3.1 Park Construction. City will reimburse Developer for the creation of a park within the Development Property for actual costs up to one-hundred fifty thousand dollars ($150,000).

3.2 Fiber. City will reimburse Developer for the installation and dedication of fiber optic conduit, vaults, and appurtenances as part of the infrastructure for Development Property with an estimated cost of two hundred twenty-three thousand five hundred sixty dollars ($223,560.00), Developer to be reimbursed for actual expenditures up to two hundred twenty-three thousand five hundred sixty dollars ($223,560.00) certified to the City of Dubuque and subject to approval by the City.

3.3. McNamer Water/Sewer Easement Acquisition. City will reimburse Developer for the sewer easement acquisition costs for the water and sewer easement required for

the Development Property through property owned by Martin and Nancy McNamer as shown on Exhibit D. Developer to be reimbursed for actual expenditures up to eighteen thousand six hundred eighty-two dollars ($18,682) certified to the City of Dubuque and subject to approval by the City.

3.4 Woodward Trust Water/Sewer Easement Acquisition. City will reimburse Developer for the sewer easement acquisition costs for the water and sewer easement required for the Development Property through property owned by the Kristin K. Woodward Trust as shown on Exhibit D. Developer to be reimbursed for actual expenditures up to six thousand four hundred three dollars ($6,403) certified to the City of Dubuque and subject to approval by the City.

3.5 McNamer and Woodward Construction and Installation. City will reimburse Developer for the costs associated with installation of water and sewer service to the Development Property through property owned by Martin and Nancy McNamer, and the Kristin K. Woodward Trust as shown on Exhibit D. Developer to be reimbursed for actual expenditures up to two hundred thousand dollars ($200,000) certified to the City of Dubuque and subject to approval by the City. The sewer connection to the Development Property will originate from the City's South Fork Interceptor Sewer.

3.6.Waller Sewer Easement Acquisition.

(1) Waller Easement. City will reimburse Developer for the sewer easement acquisition costs for the sewer easements required for the Development Property through property owned by the Raymond and Joan Waller Irrevocable Trust as shown on Exhibits F (Waller, Phase I) and G (Waller, Phase II). Developer to be reimbursed for actual expenditures up to thirty-five thousand dollars ($35,000) certified to the City of Dubuque and subject to approval by the City.

(2) Leonard Sewer Easement Acquisition. City will reimburse Developer for the sewer easement acquisitions costs for the sewer easements required for the Development Property through property owned by Patrick and Vicki Leonard as shown on Exhibit F. Developer to be reimbursed for actual expenditures up to seventeen thousand fifty-six dollars ($17,056) certified to the City of Dubuque and subject to approval by the City.

(3) Waller, Phase I/Leonard Sewer Installation. Developer remains solely responsible for the expenditures related to installation of a sewer through property owned by the Raymond and Joan Waller Irrevocable Trust and Patrick and Vicki Leonard in the Waller/Leonard Easements as shown on Exhibit F.

(4) Waller, Phase II Sewer Installation. Developer remains solely responsible for the expenditures related to installation of a sewer through property owned by the Raymond and Joan Waller Irrevocable Trust as shown on Exhibit G.

3.7 Tower Drive Emergency Access Easement Acquisition and Improvements. City will reimburse Developer for the acquisition of an emergency access easement across

Tower Drive and the necessary improvements required to make Tower Drive an acceptable Emergency Access, as determined by the Fire Chief, as shown on Exhibit C. Developer to be reimbursed for actual expenditures up to one hundred twenty thousand dollars ($120,000) certified to the City of Dubuque and subject to approval by the City.

3.8 Rockdale Road. City will reconstruct Rockdale Road from Maquoketa Drive to Cross Hill Drive including, which may include, but is not limited to, new pavement, curb and gutter, sidewalks, street lighting, sanitary sewer, storm sewer, and water main.

3.9 Maintenance/Repair of Public Utilities under Private Streets. City will maintain and repair the city owned utilities under the private streets within the easement granted by Developer within the Development Property. City is not responsible for the repair of the private streets. Developer may opt to assign the responsibility to repair the private streets to a homeowners' association.

3.10 Low and Moderate Income Family Housing Assistance.

Pursuant to Iowa Code §403.22 the Project includes assistance for low and moderate income family housing. The amount to be provided for low and moderate income family housing shall be either equal to or greater than the percentage of the original Project cost that is equal to the percentage of low and moderate income residents for Dubuque County, which is currently 38.1%, and shall be available as funds are generated by the South Pointe Housing Urban Renewal Area.

To fund the low-to-moderate income (LMI) housing assistance, City public improvements, and Developer's development activities, City shall certify to the County prior to December 1 of each year, commencing December 1, 2018, 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 2015, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2016 and May 1, 2017.)

3.11 Additional Public Improvements. The City may, in its sole discretion, evaluate the possibility of additional public improvement projects within the existing, or an expanded, urban renewal area.

3.12 Economic Development Grants.

A. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to reimburse Developer for the actual cost of development activities as tax increment is generated by the South Pointe Housing Urban Renewal area and in accordance

with the annual allocation in Section 3.12(B), as follows:

a.	Fiber Optic Installation within development:	Up to $223,560
b.	McNamer/Woodward Water & Sewer Utility Easement(s) Acquisition Reimbursement:	Up to $25,085
c.	Waller/Leonard Sewer Utility Easement(s) Acquisition Reimbursement	Up to $52,056
d.	McNamer Woodward Water/Sewer Service Installation Reimbursement	Up to $200,000
e.	Tower Drive Emergency Access Reimbursement for Easement Acquisition and Improvements	Up to $120,000
f.	Park: Reimbursement for Design, Construction, and Installation	Up to $150,000

B. Grants, not to exceed a total of seven hundred seventy thousand seven hundred and one dollars ($770,701) during the term of the agreement, for development activities will be made as follows:

City shall certify to the County prior to December 1 of each year, commencing December 1, 2018, 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.

November 1, 2019: 25% of the remaining yearly increment after the deduction of the 38.1% set-aside per Iowa Code §403.22 for low or moderate income families including single person households, earning no more than eighty percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines (LMI Housing Assistance), but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2020: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2020: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2021: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2021: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2022: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2022. 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2023: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2023: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2024: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2024: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2025: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2025: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2026: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2026: 25% of the remaining yearly increment after the

deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2027: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2027: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2028: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

November 1, 2028: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

May 1, 2029: 25% of the remaining yearly increment after the deduction of the LMI Housing Assistance set-aside, but not to exceed the actual expenditures by Developer for Development Activities.

The foregoing grants will be made pursuant to Iowa Code §403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code §403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code §403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Property and improvements constructed by Developer (the Developer Tax Increments). Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

C. To fund the Economic Development Grants, City shall certify to the County prior to December 1 of each year, commencing December 1, 2018, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer if Developer owns or leases the Property and/or improvements thereon during the period such tax increment revenues accrue, on November 1 and May 1 of that fiscal year. (Example: If City

so certifies by December 2015, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2016 and May 1, 2017.)

D. 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 South Pointe TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term and to apply the incremental taxes collected in respect of the Property and improvements and allocated to the South Pointe TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.12(A) hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the South Pointe TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

City shall be free to use all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.12 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation. Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that future fiscal year, then City shall

have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, 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 any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER.

5.1 Books and Records. During the term of this Agreement, Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.2 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Development Property or the improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 294 and 427, as amended.

5.3 Preservation of Development Property. During the term of this Agreement, Developer shall maintain, preserve, and keep, or cause others to maintain, preserve, and keep, the improvements in good repair and working order, except for ordinary wear and tear, and from time to time shall make all necessary repairs, replacements, renewals, and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Development Property.

5.4 Non-Discrimination. In carrying out the Project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, or disability.

5.5 Conflict of Interest. Developer agrees that no member, officer, or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.6 Non-Transferability. Until the improvements are complete this Agreement may not be assigned by Developer nor may the Development Property be transferred by Developer to another party without the prior written consent of City, which shall not be unreasonably withheld. Thereafter, Developer shall have the right to assign this Agreement and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.7 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Development Property or any part thereof that they, and their respective successors and assigns, shall:

A. Devote the Development Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Development Property as a residential development is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

B. Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age, or disability in the sale, lease, rental, use, or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.8 Release and Indemnification Covenants.

A. Developer releases City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agree 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 improvements.

B. Except for any gross negligence, willful misrepresentation, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising 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 improvements; or (3) the condition of the Development Property and any hazardous substance or environmental contamination located in or on the Development Property, caused and occurring after Developer takes possession of the Development Property.

C. The Indemnified Parties shall not be liable to Developer for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be on, in or about the improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

D. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City, and not of any governing body member, officer, agent, servant, or employee of City in their individual capacity thereof.

E. The provisions of this Section shall survive the termination of this Agreement.

5.9 Compliance with Laws. Developer shall comply with all laws, rules, and regulations relating to its businesses, other than laws, rules, and regulations for which the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial, or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES.

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

A. Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the improvements and the Development Property. After the issuance of the Certificate of Completion, however, such event shall not entitle City to the remedy provided in Section 6.2.

B. Failure by Developer to cause the construction of the improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement.

C. Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

6.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Development Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

A. City may suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by City, that the defaulting party will cure its default and continue its performance under this Agreement;

B. City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

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

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

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable, or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS.

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: South Pointe, L.L.C.
Attn: Holly Lovell
600 Star Brewery Drive
Dubuque, IA 52001

With copy to: Doug Henry
Fuerste Law Firm
890 Main Street, Suite 200
Dubuque, IA 52001

If to City: City of Dubuque
Attn: City Manager
50 W. 13th Street
Dubuque, Iowa 52001

With copy to: City Attorney's Office
300 Main Street, Suite 330
Dubuque, IA 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 30, 2029 (the Termination Date) pursuant to Iowa Code §403.22.

7.4 Execution by Facsimile or Email. The parties agree that this Agreement may be transmitted among them by facsimile machine or email. The parties intend that the faxed or scanned signatures constitute original signatures and that a faxed or scanned Agreement containing the signatures (original, faxed, or scanned) of all the parties is binding on the parties.

CITY OF DUBUQUE, IOWA

By: Roy D. Buol
Roy D. Buol, Mayor

By:
Kevin S. Firnstahl, City Clerk

DUBUQUE SOUTH POINTE, L.L.C.

By:

Its: V.P.

On this 19 day of September, 2017, before me, a Notary Public in and for said state personally appeared Roy Buol and Kevin Firnstahl known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

JENNIFER M. GRIFFIN
Commission Number 743874
My Comm. Exp. 11/07/18

Jennifer M Griffin
Notary Public in the State of Iowa

My Commission expires 11/07/18

With copy to: City Attorney's Office
300 Main Street, Suite 330
Dubuque, IA 52001

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CITY OF DUBUQUE, IOWA

By: _____
Roy D. Buol, Mayor

By: _____
Kevin S. Firnstahl, City Clerk

DUBUQUE SOUTH POINTE, L.L.C.

By: _____

Its: V.P.

On this 19 day of September, 2017, before me, a Notary Public in and for said state personally appeared James Trausch known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

JENNIFER M. GRIFFIN
Commission Number 743874
My Comm. Exp. 11/07/18

_____
Notary Public in the State of Iowa

My Commission expires 11/07/18

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Plats
Exhibit C	Access Easement, Secondary Emergency Access Road
Exhibit D	McNamer and Woodward Easements
Exhibit E	Woodward, McNamer, and Waller Phase II Easements
Exhibit G	Waller Phase I and Leonard Easements

EXHIBIT A
URBAN RENEWAL PLAN

URBAN RENEWAL PLAN

South Pointe Housing Urban Renewal Area

City of Dubuque, Iowa

Prepared by the Economic Development Department.

March 2017

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A. INTRODUCTION

This Urban Renewal Plan for the South Pointe Housing Urban Renewal Area ("Plan" or "Urban Renewal Plan") has been developed to help local officials promote housing and residential development in the City of Dubuque ("City"). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by the Iowa Code Section 403.17(12).

In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The South Pointe Housing Urban Renewal Area ("Area" or "Urban Renewal Area") is illustrated in Attachments A, B-1, and B-2 and described in Attachment D.

The City reserves the right to modify the boundaries of the Area at some future date. Any amendments to the Plan will be completed in accordance with Chapter 403 of the Iowa Code ("Urban Renewal Law").

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a tax increment financing ("TIF") ordinance is adopted, and debt is certified prior to December 1, 2017, the taxable valuation within the area included in the TIF ordinance as of January 1, 2016, will be considered the "base valuation." If debt is not certified until a later date, the "base value" will be the assessed value of the taxable property in the TIF ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt.

E. DEVELOPMENT PLAN

The City Council has approved a general plan for the physical development of the City as a whole, outlined in the 2012 City of Dubuque Comprehensive Plan that was adopted by the City Council on February 6, 2012. The goals, objectives, and projects in this Urban Renewal Plan are in conformity with the City's Comprehensive Plan.

The Urban Renewal Area is subject to zoning ordinances adopted by the City and County of Dubuque, and includes the following zoning classifications: City R-1, City R-2, City R-3, City C-2, City C-3, City C-3c, City AG, City PI, and City PR; and County M-1. See Attachment E for details.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.
For details on current and proposed land use, see attached land use maps, Attachments B-1 and B-2.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective in the Urban Renewal Area is to promote new housing and residential development.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance for low and moderate income ("LMI") family housing. LMI families are those whose incomes do not exceed 80% of the median Dubuque County income. LMI families include single person households.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI family housing assistance must be at least equal to the percentage of LMI families living in

Dubuque County, as determined by the U.S. Department of Housing and Urban Development using Section 8 guidelines. The percentage of LMI families living in Dubuque County has been determined to be 37.94%. Incremental revenues equal to at least 37.94% of the project costs described in Section I therefore will be used by the City to provide LMI family housing assistance.

The assistance for LMI family housing may be provided anywhere within the City and may include, but is not limited to:

1. Lots for LMI housing within or outside the Urban Renewal Area;

2. Construction of LMI housing within or outside the Urban Renewal Area;

3. Grants, credits or other direct assistance to LMI families living within or outside the Urban Renewal Area, but within the area of operation of the municipality;

4. Payments to a LMI housing fund established by the City to be expended for one or more of the above purposes, including matching funds for any state or federal moneys used for such purposes.

G. AREA OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Urban Renewal Area and to provide housing assistance to LMI families.

More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may in turn attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Dubuque.

2. To stimulate through public action and commitment, private investment in new residential development.

3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.

4. To help finance the cost of water mains, sanitary sewer, storm sewer, and street construction (including curb and gutter), as well as other public improvements in support of new housing development.

5. To provide a more marketable and attractive investment climate.

6. To improve the housing conditions and housing opportunities for LMI families.

H. TYPE OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Urban Renewal Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.

2. To arrange for or cause to be provided the construction of public infrastructure including but not limited to streets, water mains, sanitary sewer, storm sewers, or other public improvements in connection with urban renewal projects.

3. To finance programs which will directly benefit housing conditions and promote the availability of housing in the community.

4. To make loans, grants, rebates, or other types of economic development grants or incentives to private persons, local development organizations, or businesses to promote housing projects on such terms as may be determined by the City Council.

5. To borrow money and to provide security therefor.

6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects.

7. To use tax increment financing for a number of objectives, including but not limited to, providing for necessary physical improvements and infrastructure.

8. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Dubuque and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

I. PROPOSED PROJECT

1. Public Improvements. This urban renewal project involves the construction of public infrastructure to serve a new approximately 184-lot subdivision under development by Dubuque South Pointe, LLC or a related entity ("Developer"). The City expects to construct certain public improvements in the Area including a public recreational area, fiber conduit, stormwater, sanitary, & water utility improvements, and road improvements. The estimated time period for completion of this project is 2017 – 2025. The total cost for construction of the public improvements shall not exceed $2.2 million.

2. Development Agreement. This proposed urban renewal project involves providing incentives necessary to construct certain public improvements in a new non-LMI subdivision. The City expects to provide assistance to the Developer in the form of property tax rebates of potential incremental taxes, under the terms of a rebate agreement between the City and the Developer. Under the proposal, some of the incremental property tax generated from the new houses constructed within the Urban Renewal Area pursuant to Iowa Code Section 403.19 is expected to be rebated to the Developer (in an amount not to exceed the Developer's certified costs of constructing certain of the required public improvements or $522,750 (or such lesser amount as may be determined by the City Council), whichever is less, for a period of time to be determined by the City Council, but in no event shall the rebates be available for a period of more than 10 years. These rebates will not be general obligations of the City, but will be payable solely from incremental property taxes generated by the project.

The City will set aside at least 37.94% of the incremental taxes generated by the project (up to a maximum of the Developer's certified costs of public improvements) and use those funds to support LMI family housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for its planning, legal and other project costs, public improvement costs, and to fund property tax rebates of the Developer up to the above stated maximum all in accordance with Iowa Code §403.19.

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects consistent with the provisions of Section 403.6 and Section 403.12 including, but not limited to, staffing and personnel related expenses such as salary incurred by the economic development, engineering, and planning departments and other City personnel related to and supporting economic development and urban renewal projects within the Area. Such fees and expenses shall not exceed $50,000.

J. FINANCIAL DATA

1. July 1, 2017, Constitutional debt limit: $207,174,109 (see Attachment C)

2. Outstanding general obligation debt: $146,234,391 (see Attachment C)

3. Proposed amount of indebtedness to be incurred: A specific amount of indebtedness to be incurred for the Proposed Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. If is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Projects as described above will be approximately $2.8 million.

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the

statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

1. Tax Increment Financing

   Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

2. General Obligation Bonds

   Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects in the Plan or other urban renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

Other than easements and public rights-of-way, no property acquisition by the City is anticipated at this time. However, if any property acquisition/disposition becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with Iowa Code.

M. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

O. SEVERABILITY

In the event one or more provisions contained in this Urban Renewal Plan, as it may be amended, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, lack of authorization or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change the urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council.

With respect to the property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

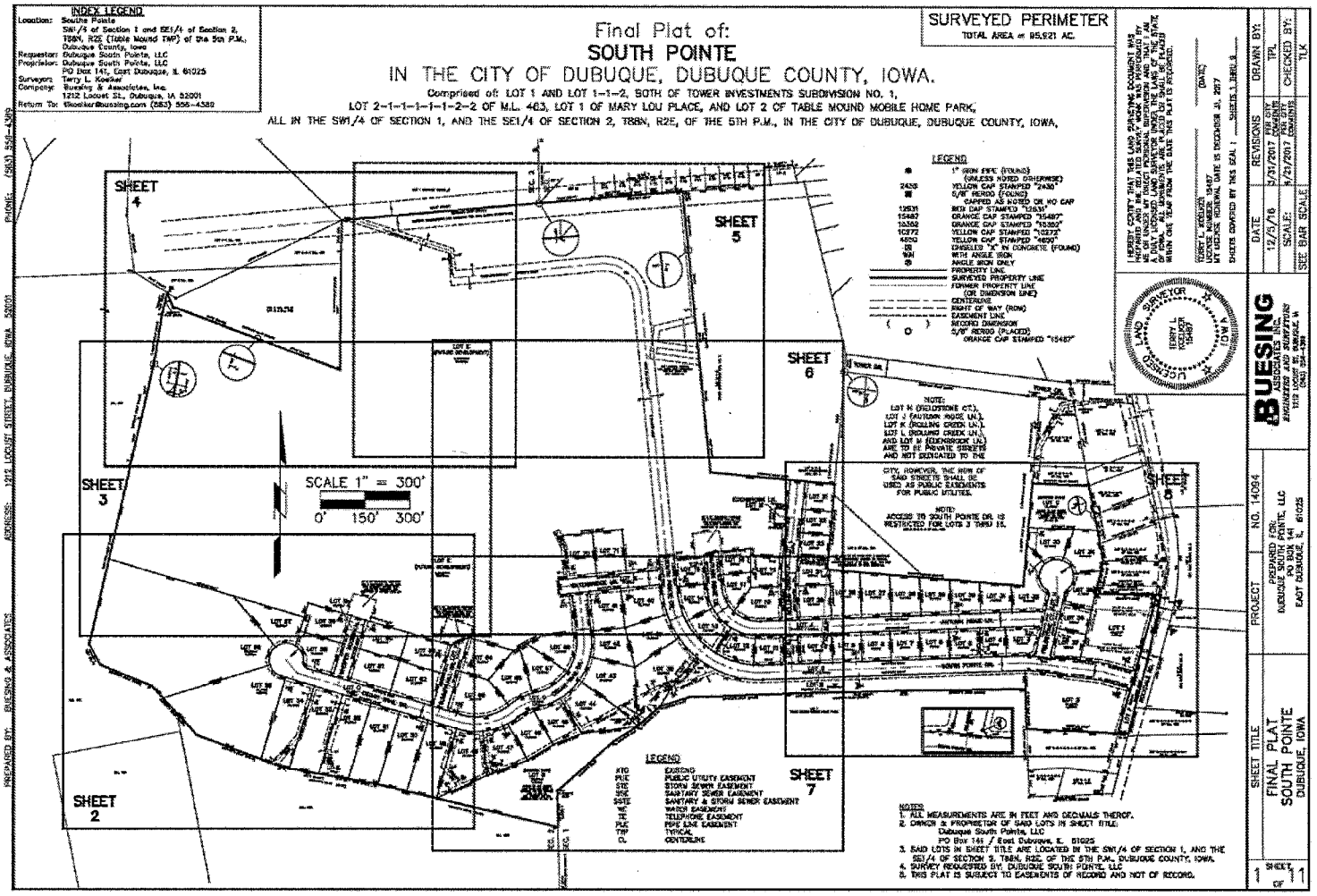
R. PROPERTY WITHIN URBAN REVITALIZATION AREA

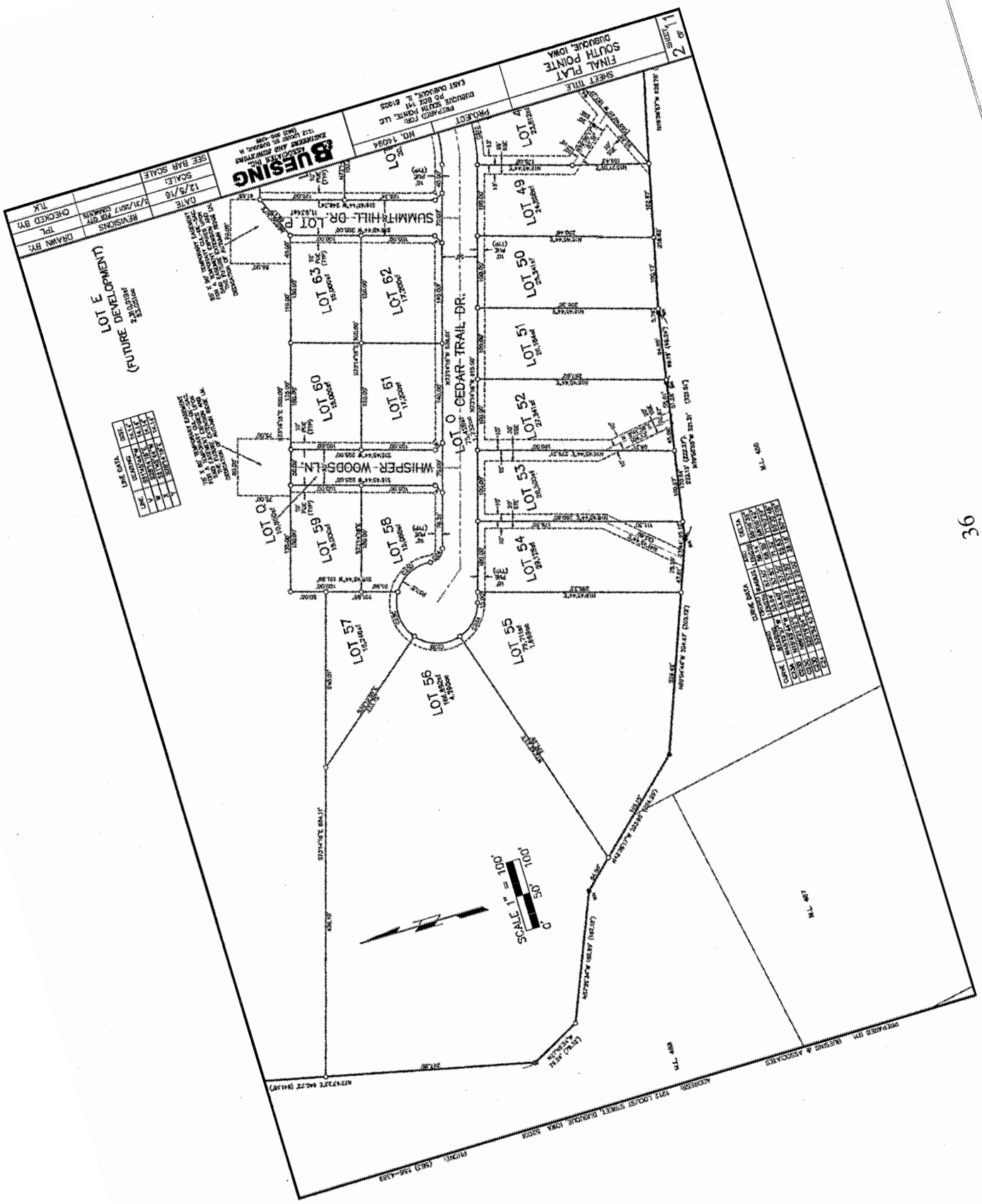
The Urban Renewal Area is, or at some future date may be, located within an Urban Revitalization Area under Chapter 404 of the Iowa Code. No tax abatement incentives will be allowed for development that occurs in the Urban Renewal Area unless previously authorized by the City Council.

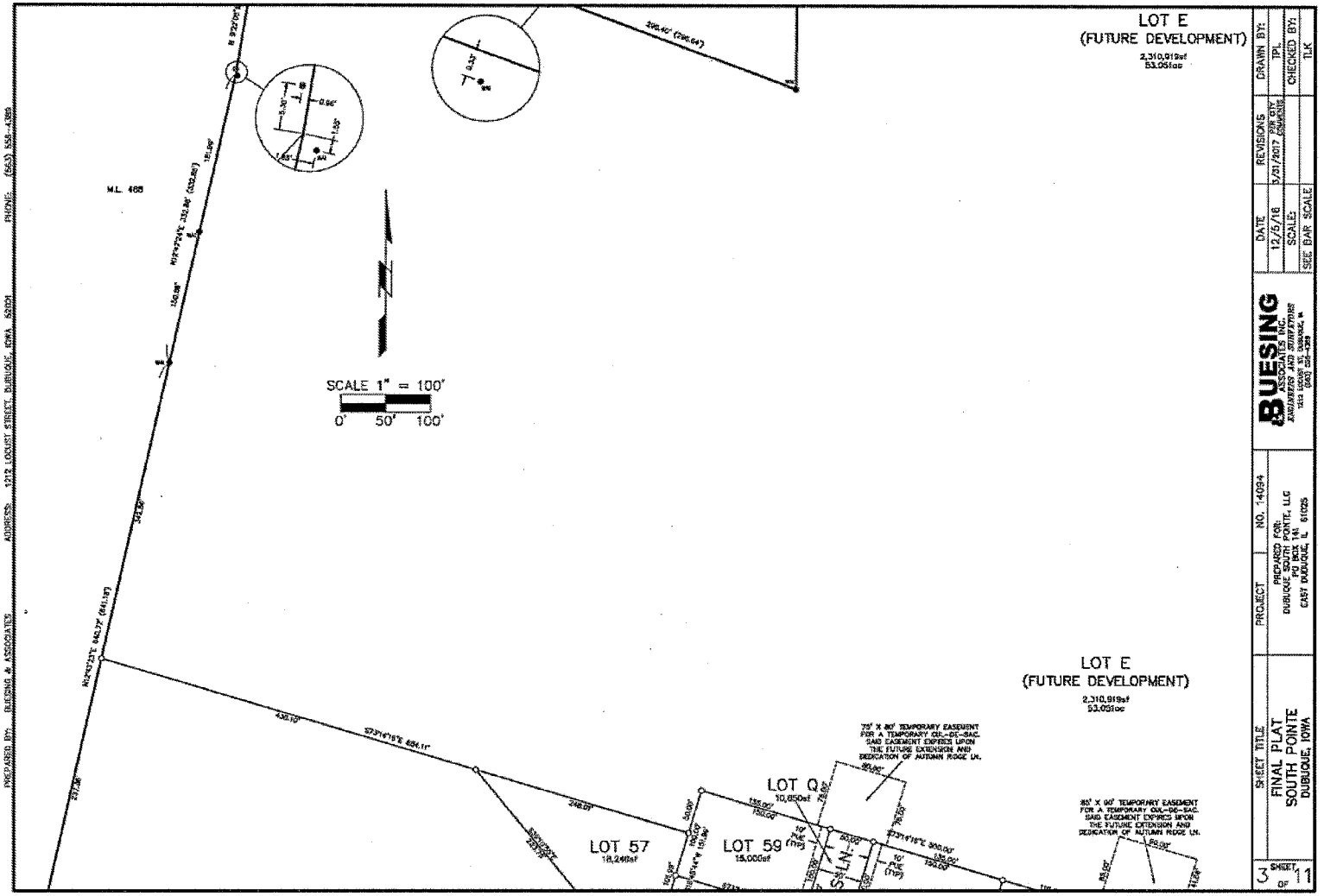
S. JOINT CITY/COUNTY AGREEMENT

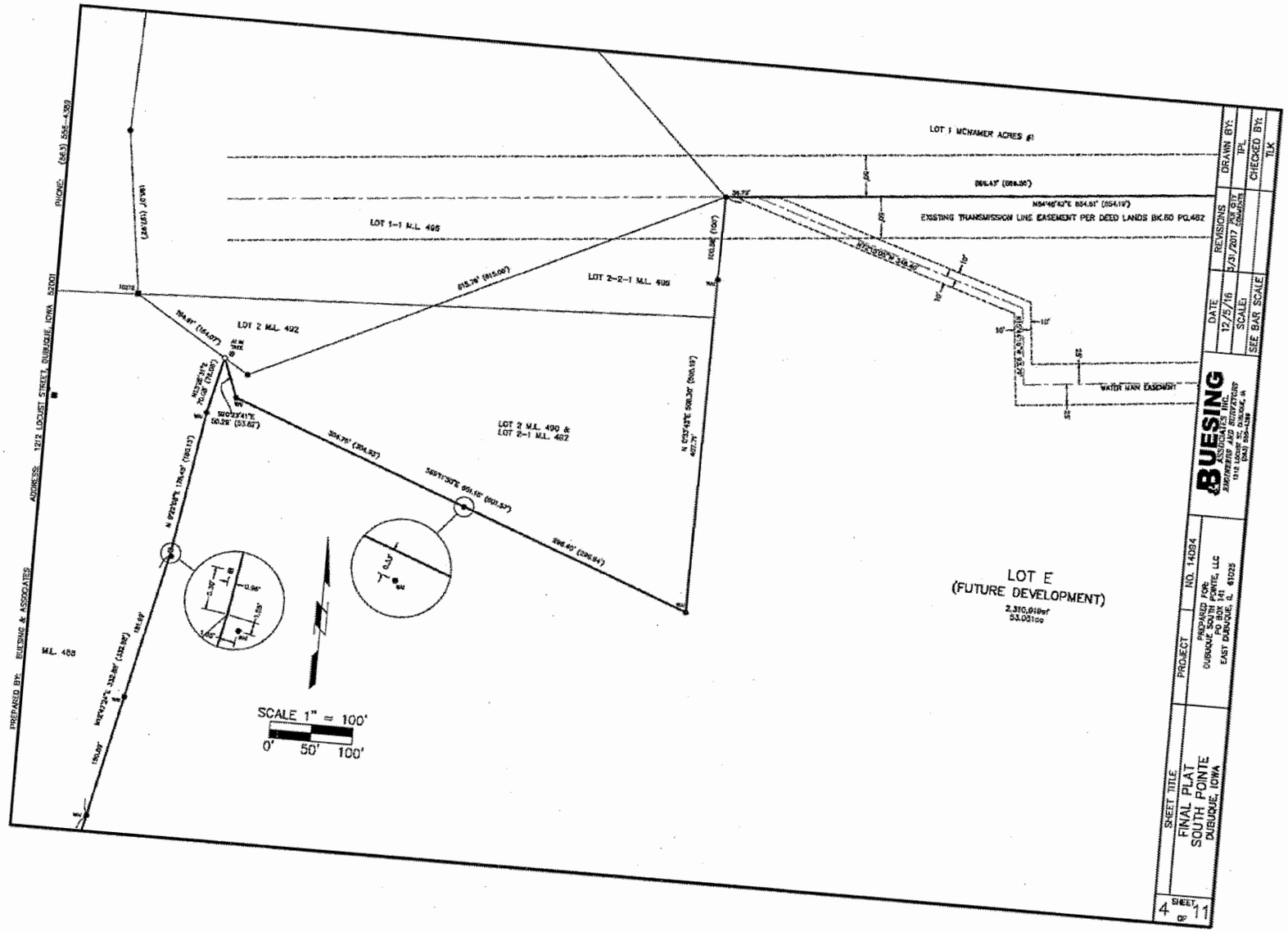
In accordance with Section 403.17(4) of the Code of Iowa, a City may exercise urban renewal powers with respect to property which is located outside but within two (2) miles of the boundary of a City only if the City obtains the consent of the County within which such property is located. A Joint Agreement, which gives the City permission to include property outside the City limits in the Urban Renewal Area, has been executed by the City and Dubuque County. A form of the Joint Agreement is attached as Attachment F. The original is on file at City Hall.

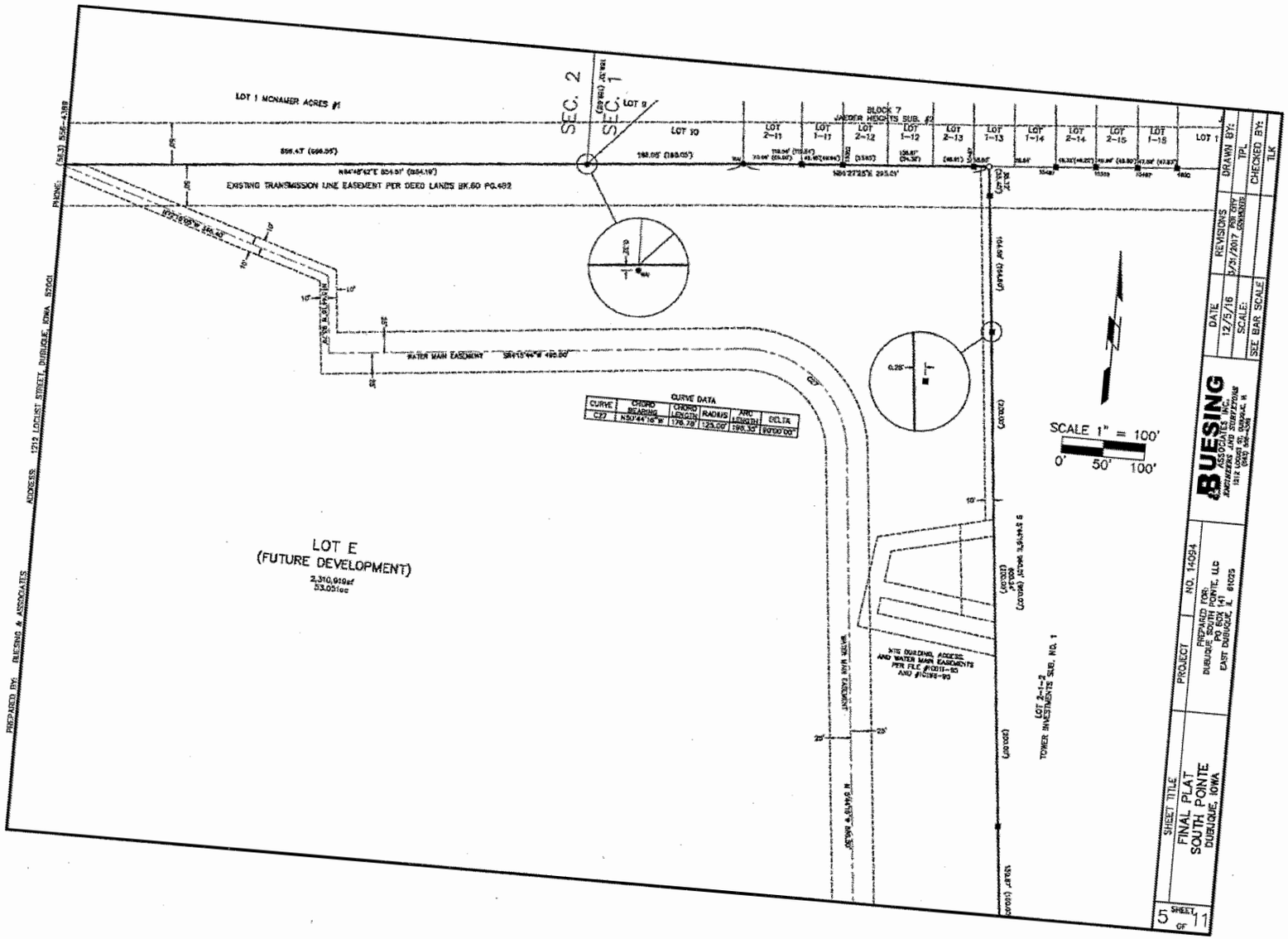
EXHIBIT B
PLAT OF SOUTH POINTE

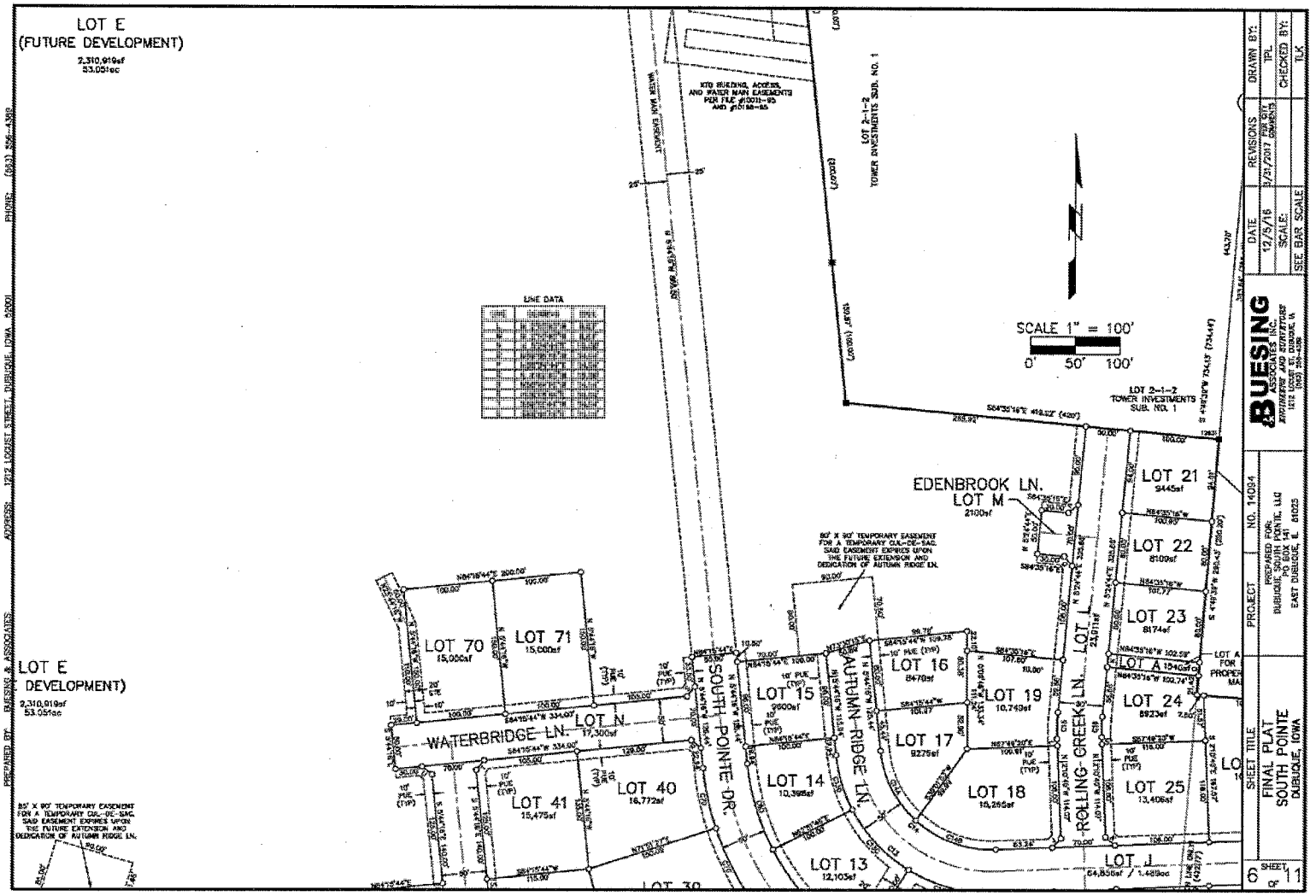


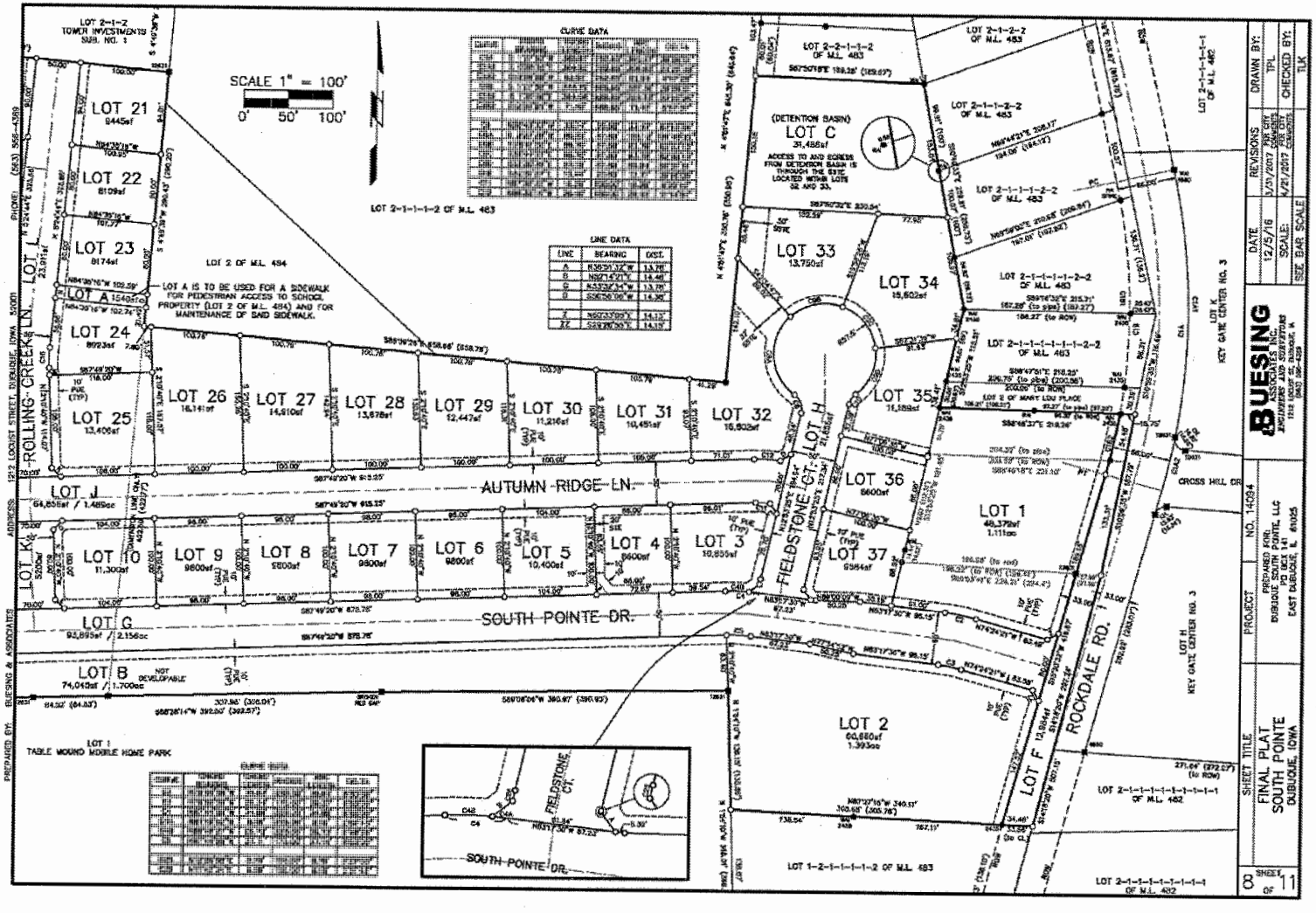

FINAL PLAT
SOUTH POINTE
DUBUQUE, IOWA
SHEET 1 OF 2
PREPARED FOR:
PO BOX 1241
EAST DUBUQUE, IL 61025
PROJECT NO. 1409A
BLESING
ASSOCIATES, INC.
DRAWN BY: TPL
CHECKED BY: TLK
REVISIONS 5/31/2017 ADD OPT
DATE 12/5/16
SCALE:
SEE BAR SCALE
LOT E
(FUTURE DEVELOPMENT)
LOT O
CEDAR TRAIL DR.
SUMMIT HILL DR.
WHISPER WOODS LN.
LOT 49
LOT 50
LOT 51
LOT 52
LOT 53
LOT 54
LOT 55
LOT 56
LOT 57
LOT 58
LOT 59
LOT 60
LOT 61
LOT 62
LOT 63
SCALE 1" = 100'
0'
50'
100'
N.L. 465
N.L. 467
N.L. 468
PREPARED BY: BLESING & ASSOCIATES
ADDRESS: 1212 LOCUST STREET DUBUQUE, IOWA 52001
PHONE: (563) 556-1539


LOT E
(FUTURE DEVELOPMENT)
2,310,919sf
53.05tac
SCALE 1" = 100'
0' 50' 100'
LOT E
(FUTURE DEVELOPMENT)
2,310,919sf
53.05tac
LOT Q
10,850sf
LOT 57
18,246sf
LOT 59
15,000sf
75' X 90' TEMPORARY EASEMENT FOR A TEMPORARY CUL-DE-SAC. SAID EASEMENT EXPIRES UPON THE FUTURE EXTENSION AND DEDICATION OF AUTUMN RIDGE LN.
75' X 90' TEMPORARY EASEMENT FOR A TEMPORARY CUL-DE-SAC. SAID EASEMENT EXPIRES UPON THE FUTURE EXTENSION AND DEDICATION OF AUTUMN RIDGE LN.
PREPARED BY: BUESING & ASSOCIATES
ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001
PHONE: (563) 556-4366
M.L. 468
DATE 12/5/18
REVISIONS 5/31/2017 PER CITY COMMENTS
SCALE: SEE BAR SCALE
DRAWN BY: TPL
CHECKED BY: TLK
BUESING ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST STREET DUBUQUE, IA 52001
(563) 556-4366
PROJECT NO. 14094
PREPARED FOR:
DUBUQUE SOUTH POINTE, LLC
PO BOX 141
EAST DUBUQUE, IL 61025
SHEET TITLE
FINAL PLAT
SOUTH POINTE
DUBUQUE, IOWA
SHEET 3 OF 11


LOT 1 MCNAMER ACRES #1
LOT 1-1 M.L. 495
LOT 2-2-1 M.L. 495
LOT 2 M.L. 492
LOT 2 M.L. 490 &
LOT 2-1 M.L. 492
EXISTING TRANSMISSION LINE EASEMENT PER DEED LANDS BK.60 PG.482
WATER MAIN EASEMENT
LOT E
(FUTURE DEVELOPMENT)
2,310,919sf
53.051ac
M.L. 488
SCALE 1" = 100'
0' 50' 100'
PREPARED BY: BUESING & ASSOCIATES
ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001
PHONE: (563) 556-4369
DRAWN BY: TPL
CHECKED BY: TLK
REVISIONS
5/31/2017
DATE 12/15/16
SCALE: SEE BAR SCALE
BUESING
PROJECT NO. 14084
PREPARED FOR: DUBUQUE POINTE, LLC
PO BOX 1445
EAST DUBUQUE, IL 61025
SHEET TITLE
FINAL PLAT
SOUTH POINTE
DUBUQUE, IOWA
SHEET 4 OF 11


LOT 1 MCNAMER ACRES #1
SEC. 2
SEC. 1
LOT 9
LOT 10
BLOCK 7
JAEGER HEIGHTS SUB. #2
LOT 1
EXISTING TRANSMISSION LINE EASEMENT PER DEED LANDS BK.60 PG.492
WATER MAIN EASEMENT
CURVE DATA
CURVE
CHORD BEARING
CHORD LENGTH
RADIUS
ARC LENGTH
DELTA
C27
N30°44'16"E
176.78'
125.00'
196.35'
90°00'00"
LOT E
(FUTURE DEVELOPMENT)
2,310,919sf
53.051ac
SCALE 1" = 100'
0'
50'
100'
PREPARED BY: BUESING & ASSOCIATES
ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001
PHONE: (563) 556-4388
BUESING
DATE
12/5/16
REVISIONS
5/25/2017 PER COMMENTS
SCALE:
SEE BAR SCALE
DRAWN BY:
TPL
CHECKED BY:
TLK
PROJECT
NO. 14094
PREPARED FOR:
SOUTH POINTE, LLC
PO BOX 141
EAST DUBUQUE, IL 61025
SHEET TITLE
FINAL PLAT
SOUTH POINTE
DUBUQUE, IOWA
SHEET 5 OF 11


LOT E
(FUTURE DEVELOPMENT)
2,310,919sf
53.051ac
LOT E
DEVELOPMENT)
2,310,919sf
53.051ac
LINE DATA
SCALE 1" = 100'
0' 50' 100'
LOT 2-1-2
TOWER INVESTMENTS SUB. NO. 1
EDENBROOK LN.
LOT M
2100sf
LOT 21
9445sf
LOT 22
8100sf
LOT 23
8174sf
LOT 24
8923sf
LOT 25
13,406sf
LOT 70
15,000sf
LOT 71
15,000sf
LOT N
17,300sf
WATERBRIDGE LN.
LOT 41
15,475sf
LOT 40
16,772sf
SOUTH POINTE DR.
LOT 15
9500sf
LOT 14
10,395sf
LOT 13
12,105sf
AUTUMN RIDGE LN.
LOT 16
8470sf
LOT 17
9275sf
LOT 18
10,295sf
LOT 19
10,743sf
ROLLING CREEK LN.
LOT J
54,856sf / 1.489ac
LOT A
1.540ac
80' X 90' TEMPORARY EASEMENT FOR A TEMPORARY CUL-DE-SAC. SAID EASEMENT EXPIRES UPON THE FUTURE EXTENSION AND DEDICATION OF AUTUMN RIDGE LN.
DRAWN BY: TPL
CHECKED BY: TLK
DATE 12/5/16
SCALE: SEE BAR SCALE
REVISIONS
1/31/2017 PER CITY COMMENTS
BUESING
PROJECT NO. 14084
PREPARED FOR: DUBUQUE SOUTH POINTE, LLC
SHEET TITLE
FINAL PLAT
SOUTH POINTE
DUBUQUE, IOWA
SHEET 6 OF 11


SCALE 1" = 100'
0' 50' 100'
CURVE DATA
LINE DATA
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT A
LOT J
LOT K
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT G
LOT B
LOT C
LOT H
LOT F
ROLLING CREEK LN.
AUTUMN RIDGE LN.
SOUTH POINTE DR.
FIELDSTONE CT.
ROCKDALE RD.
CROSS HILL DR.
LOT A IS TO BE USED FOR A SIDEWALK FOR PEDESTRIAN ACCESS TO SCHOOL PROPERTY (LOT 2 OF M.L. 494) AND FOR MAINTENANCE OF SAID SIDEWALK.
(DETENTION BASIN)
LOT C
31,488sf
ACCESS TO AND EGRESS FROM DETENTION BASIN IS THROUGH THE SITE LOCATED WITHIN LOTS 32 AND 33.
LOT 2 OF M.L. 494
LOT 1
TABLE MOUND MOBILE HOME PARK
LOT 2-1-1-1-2 OF M.L. 483
LOT 2-2-1-1-2 OF M.L. 483
LOT 2-1-1-2-2 OF M.L. 483
LOT 2-1-1-1-1-2-2 OF M.L. 483
LOT 2-1-1-1-1-1-1 OF M.L. 482
LOT 2-1-1-1-1-1-1-1 OF M.L. 482
LOT 1-2-1-1-1-1-2 OF M.L. 483
LOT 2-1-1-1-1-1-1-1-1 OF M.L. 482
KEY GATE CENTER NO. 3
LOT K
LOT H
BUESING ASSOCIATES INC.
DRAWN BY: TPL
CHECKED BY: TLK
REVISIONS: 12/5/16 1/31/2017 2/21/2017
DATE: 12/5/16
SCALE: SEE BAR SCALE
PROJECT NO. 14084
PREPARED FOR: DUBUQUE SOUTH POINTE, LLC PO BOX 141 EAST DUBUQUE, IL 61025
SHEET TITLE: FINAL PLAT SOUTH POINTE DUBUQUE, IOWA
SHEET 8 OF 11
PREPARED BY: BUESING & ASSOCIATES
ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001
PHONE: (563) 556-4369

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 and Lot 1-1-2, both of Tower Investments Subdivision No. 1, Lot 2-1-1-1-1-1-2-2 of M.L. 483, Lot 1 of Mary Lou Place, and Lot 2 of Table Mound Mobile Home Park, all in the SW1/4 of Section 1, and the SE1/4 of Section 2, T88N, R2E of the 5th P.M., 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 **SOUTH POINTE** in the City of Dubuque, Dubuque County, Iowa. Total area of **SOUTH POINTE** is 95.921 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. All monuments are placed or shall be placed within one year from the date this plat is recorded.

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

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

_____
Date

License Renewal Date: 12/31/17

Owner's Consent

Dubuque, Iowa _____, 2016

The foregoing Final Plat of: **SOUTH POINTE** 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. We hereby dedicate LOT A (Access to School), Lot C (Detention), Lot D (Detention), LOT F (Rockdale Rd.), LOT G (South Pointe Dr.), LOT N (Waterbridge Ln.), LOT O (Cedar Trail Dr.), LOT P (Summit Hill Dr.), and LOT Q (Whisper Woods Ln.), and all easements shown to the public.

Dubuque South Pointe, LLC

_____
_____

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____, AD 2016, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being duly sworn did say that he is the _____, of Dubuque South Pointe, LLC and that the seal affixed to the above instrument was signed and sealed on behalf of said limited liability company by authority of its Board of Directors, and that said _____, 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 _____, 2016

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering Lot 1 and Lot 1-1-2, both of Tower Investments Subdivision No. 1, Lot 2-1-1-1-1-1-2-2 of M.L. 483, Lot 1 of Mary Lou Place, and Lot 2 of Table Mound Mobile Home Park, all in the SW1/4 of Section 1, and the SE1/4 of Section 2, T88N, R2E of the 5th P.M., 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 _____, 2016

I, the undersigned, Eric Stierman, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against Lot 1 and Lot 1-1-2, both of Tower Investments Subdivision No. 1, Lot 2-1-1-1-1-1-2-2 of M.L. 483, Lot 1 of Mary Lou Place, and Lot 2 of Table Mound Mobile Home Park, all in the SW1/4 of Section 1, and the SE1/4 of Section 2, T88N, R2E of the 5th P.M., 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 Planning Services

Dubuque, Iowa _____, 2016

The foregoing Final Plat of: **SOUTH POINTE** in the City of Dubuque, Dubuque County, Iowa, is hereby approved by City Planner of the City of Dubuque, Iowa, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

Planning Services Department

By:_____
City Planner of the City of Dubuque, IA

City of Dubuque, Iowa

Dubuque, Iowa _____, 2016

The undersigned, Roy D. Buol, Mayor and Kevin Firnstahl, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **SOUTH POINTE** in the City of Dubuque, Dubuque County, Iowa, and the dedication of LOT A (Access to School), Lot C (Detention), Lot D (Detention), LOT F (Rockdale Rd.), LOT G (South Pointe Dr.), LOT N (Waterbridge Ln.), LOT O (Cedar Trail Dr.), LOT P (Summit Hill Dr.), and LOT Q (Whisper Woods Ln.), and all easements shown to the public, as appears heretofore has been filed on _____ day of _____, 2016 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 _____, 2016

The foregoing Final Plat of: **SOUTH POINTE** 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.

_____
Richard A. Engelken, City Assessor
City of Dubuque, IA

County Auditor

Dubuque, Iowa _____, 2016

The foregoing Final Plat of: **SOUTH POINTE** in the City of Dubuque, Dubuque County, Iowa, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2016.

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

_____
Denise M. Dolan
County Auditor of Dubuque, Iowa

Recorder's Certificate

Dubuque, Iowa _____, 2016

The foregoing Final Plat of: **SOUTH POINTE** in the City of Dubuque, Dubuque County, Iowa, has been reviewed by the Dubuque County Recorder.

_____
John Murphy
Dubuque County Recorder

EXHIBIT C
ACCESS EASEMENT SECONDARY EMERGENCY ACCESS ROAD

EXHIBIT D
MCNAMER AND WOODWARD EASEMENTS

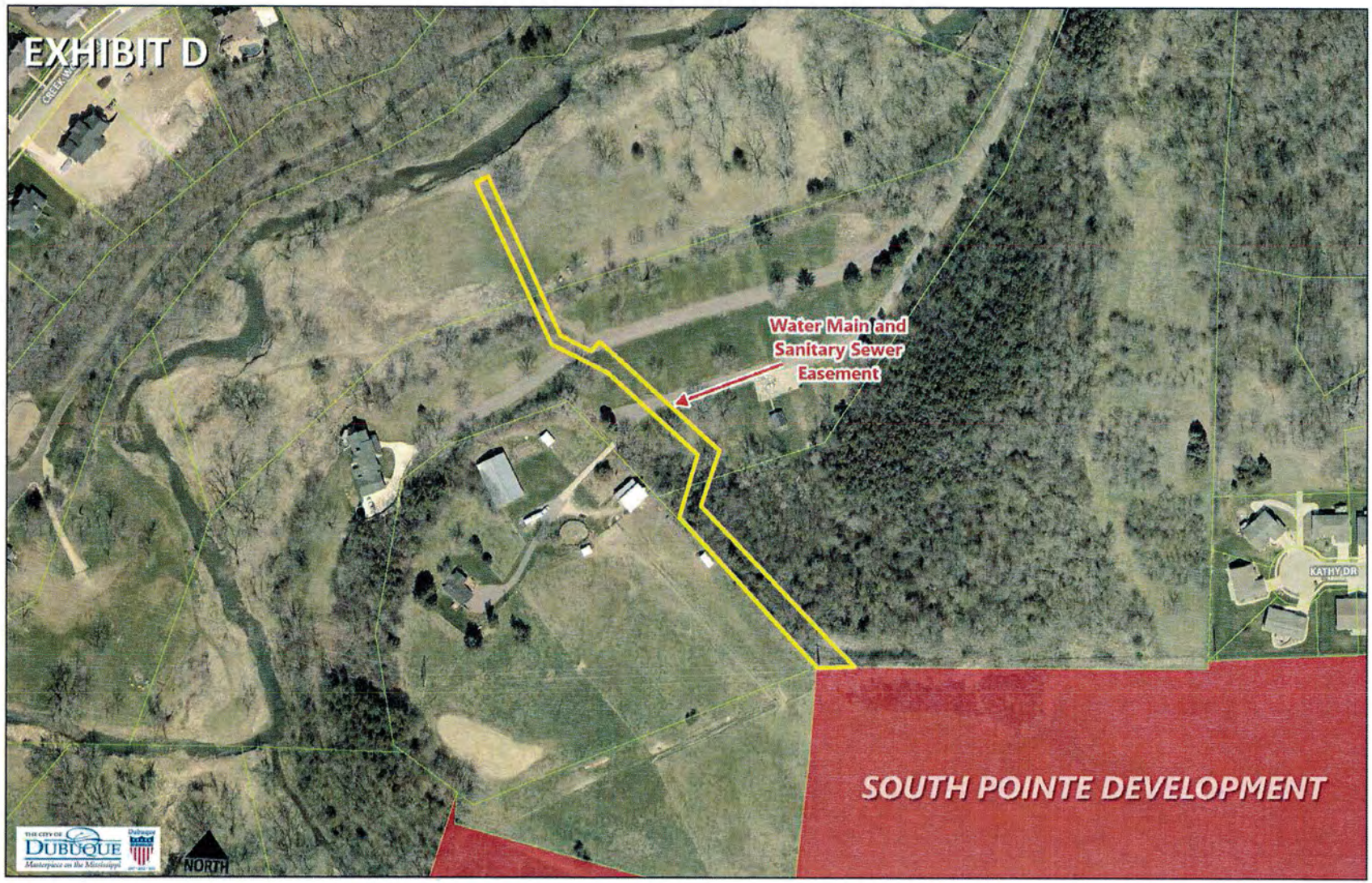


EXHIBIT E
MCNAMER, WOODWARD, AND WALLER PHASE II EASEMENTS

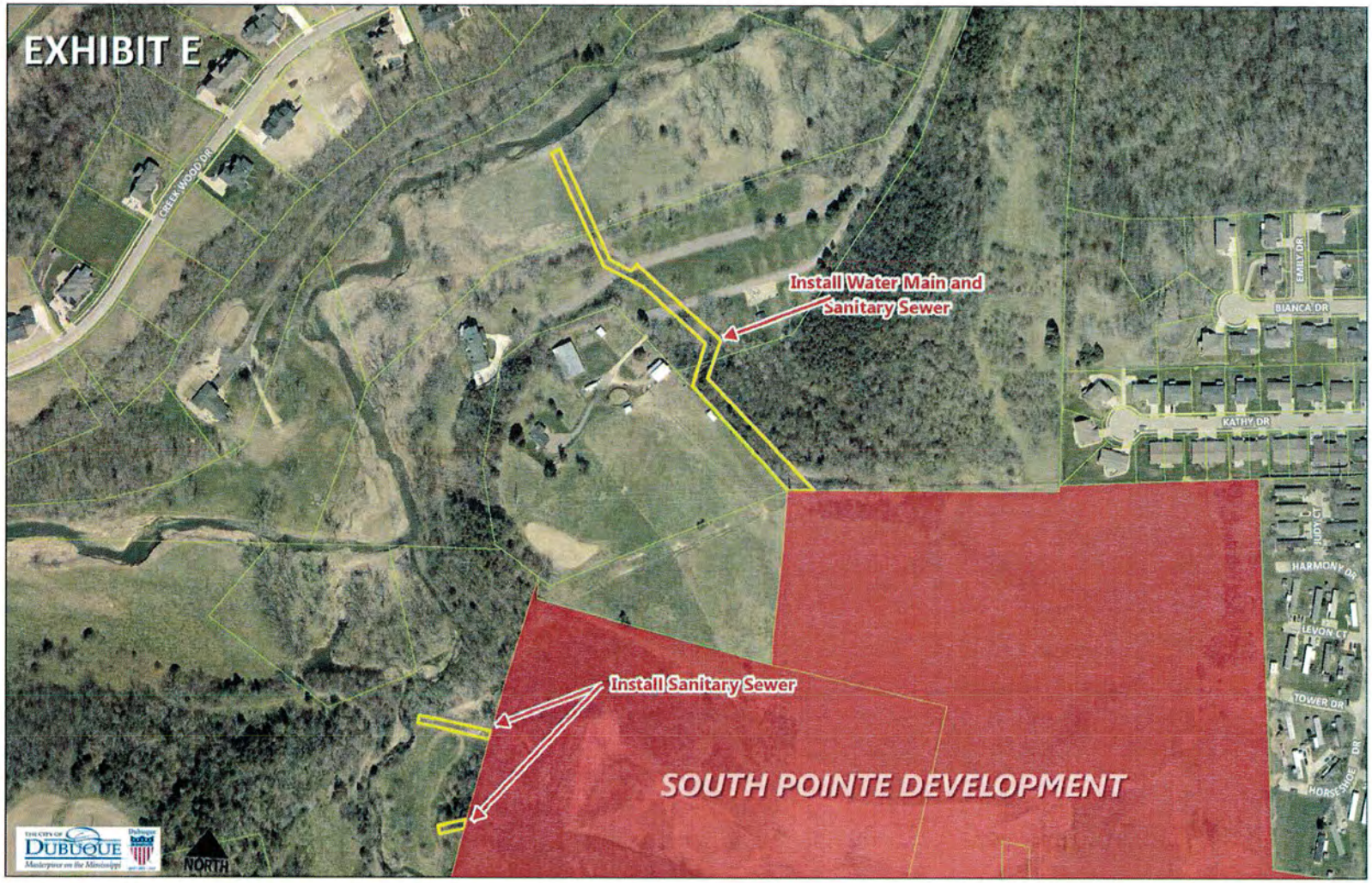
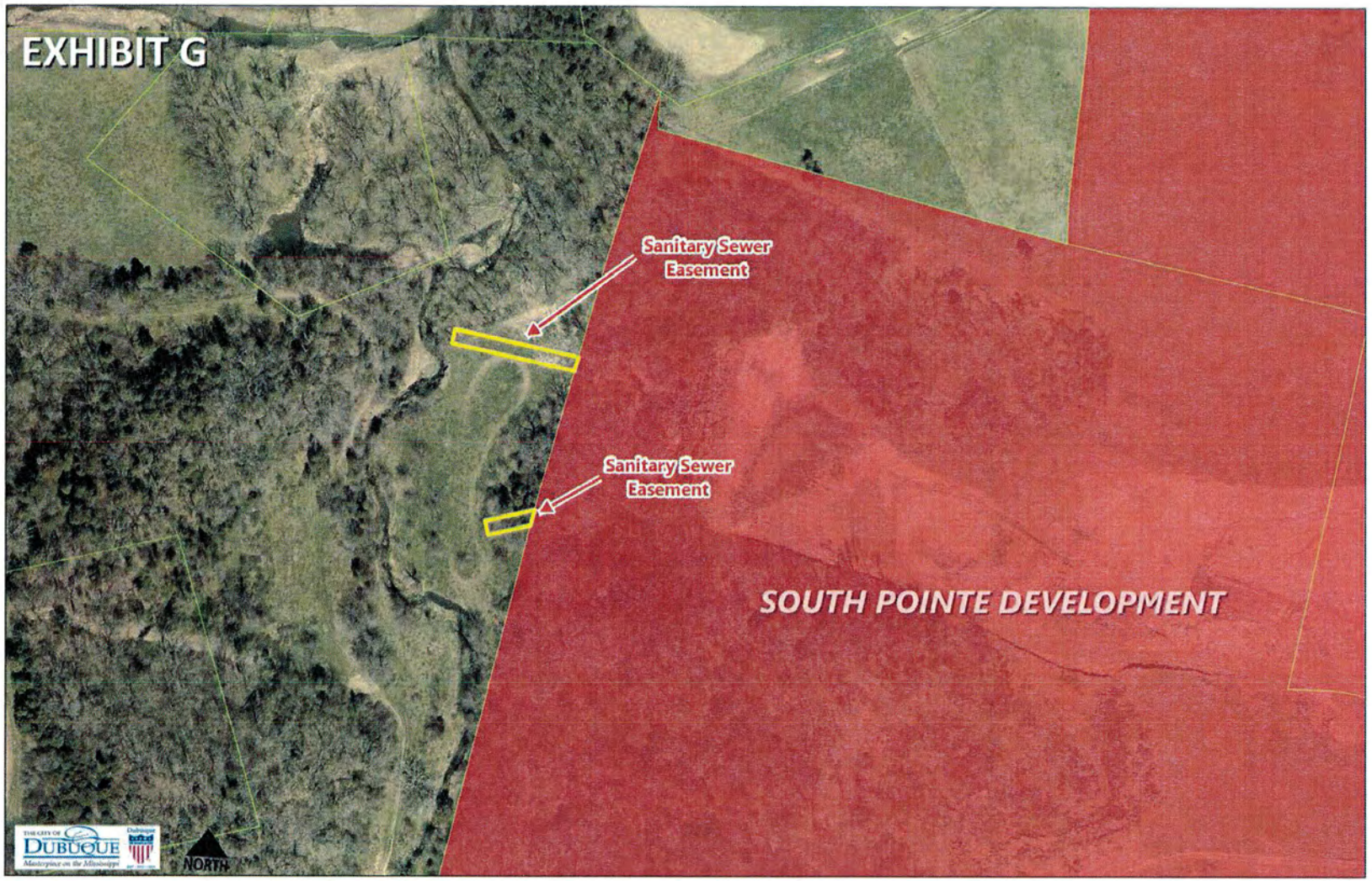


EXHIBIT F
WALLER PHASE I AND LEONARD EASEMENTS

EXHIBIT G
WALLER PHASE II EASEMENTS



RESOLUTION NO. 205-17

APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND SOUTH POINTE, L.L.C. FOR THE DEVELOPMENT OF PROPERTY IN THE SOUTH POINTE HOUSING URBAN RENEWAL AREA

Whereas, the City Council, by Resolution No. 66-17, dated February 20, 2017, declared its intent to establish the South Pointe Housing Urban Renewal Area; and

Whereas, pursuant to published notice, a public hearing was held on the intent to establish the South Pointe Housing Urban Renewal Area on March 20, 2017 at 6:00 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, the City Council, following the public hearing, by Resolution No. 101-17, approved the South Pointe Housing Urban Renewal Area; and

Whereas, South Pointe, L.L.C. is the owner of property in the South Pointe Housing Urban Renewal Area (the Property); and

Whereas, the City Council and South Pointe, L.L.C. desire to enter into the Agreement attached hereto for the development of the Property; and

Whereas, it is the determination of the City Council that approval of the Agreement according to the terms and conditions set out in the Agreement is in the public interest of the City of Dubuque.

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

Section 1. That the Agreement by and between the City of Dubuque and South Pointe, L.L.C. is hereby approved.

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

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

PASSED, APPROVED, AND ADOPTED this 5th day of June, 2017.

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. 205-17** 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 1st day of September, 2017.

Kevin S. Firnstahl, CMC, City Clerk

Copyrighted
June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 4.

ITEM TITLE:	Five Flags Civic Center Management Agreement Between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG Approval
SUMMARY:	City Manager recommending City Council approval of the Five Flags Civic Center Management Agreement between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Civic Center Management Agreement Between City and OVG360
4. Civic Center Management RFP

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Five Flags Civic Center Management Agreement Between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG Approval

DATE: June 12, 2025

Parks and Recreation Director Marie Ware is recommending City Council approval of the Five Flags Civic Center Management Agreement between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG.

At the April 7 City Council meeting the City Council was informed of the selection of OVG and that a contract would be negotiated for City Council approval. Park and Recreation Director Marie Ware will be making a presentation.

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
Jason Lehman, Assistant City Attorney
Dawn March, Purchasing and Safety Coordinator
Keith Rahe, Travel Dubuque
Julie Kronlage, Travel Dubuque
Jared Charland, Project and Facilities Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Marie L. Ware, Parks and Recreation Director

SUBJECT: Five Flags Civic Center Management Agreement Between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG Approval

DATE: June 12, 2025

INTRODUCTION

The purpose of this memo is to request approval of the Five Flags Civic Center Management Agreement between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG.

BACKGROUND

At its opening in 1979, Five Flags Civic Center (FF) was a city managed facility. In August 2003, an analysis of FF took place to determine what could be done to hold the line on expenses or reduce the property tax supporting that operation. After weighing the advantages and disadvantages of all options considered, the City contracted SMG (now ASM Global) in April 2004 to privately manage FF. The current management agreement ends June 30, 2025. The entire FF facility, which includes the theater, is owned by the City of Dubuque.

An RFP for operations management services was developed to solicit competitive sealed proposals from qualified professional management firms capable of providing a full range of comprehensive management services for FF with a well-proven track record of services consistent with generally accepted operation of a civic/events center and historic theater. The City sought a professional company and team to operate, market, and manage the FF under contract agreement with the City. In 2023, the city issued an RFP for operations management services for Grand River Center (GRC) after 20 years of a management agreement with the same management company.

The RFP Committee consisted of the following members:
Marie Ware, Parks and Recreation Director
Jared Charland, Project and Facilities Manager
Cori Burbach, Assistant City Manager
Jason Lehman, Assistant City Attorney
Dawn March, Purchasing and Safety Coordinator
Keith Rahe, Travel Dubuque
Julie Kronlage, Travel Dubuque

The RFP contained the city's identified operational goals, objectives, and scope of operational management services. Proposals required submittals including qualifications, profile of the firm, current and former management contracts/ agreements, management plan, marketing plan philosophy, operations plan, transition plan (if applicable), financial plan, compensation proposal, and more. The RFP outlined the evaluation and selection process.

Two firms submitted proposals. Those firms were Global Spectrum L.P. d/b/a OVG and VenuWorks Inc. The RFP Committee was unanimous in their recommended top-scored firm at every step of the process. The top-scoring firm was OVG. The RFP approved by the City Council outlined that the top firm would move to negotiations and the City Manager approved OVG moving to negotiations. A memo was on the April 7, 2025 City Council meeting outlining the selection process and details, many of which are repeated in this memo in this background section.

The City retained the services of CSL International to assist with a third-party review of the proposals, including the financial plans and compensation proposals, as well as assist with the negotiation process. CSL concurred with the committee's ranking and rationale of recommending OVG.

The strategy that OVG presented included the following:

- Strategic booking and scheduling combined with a marketing event strategy and concert routing in partnership with Live Nation Global Touring as well as sixteen other regional and national promoters plus many prominent family show promoters and producers
- Aggressive approach to sales and marketing including a refresh/rebrand
- Revenue generation through diverse event programming, modern marketing, and sponsorship and naming opportunities
- Unified venue strategy for operations of Grand River Center and Five Flags
- Partnership-driven approach locally and regionally
- Excellence in transition

OVG is a full-service venue management and hospitality company. OVG has a venue management and booking portfolio of 240 venues, including 48 performing arts centers and 70 arenas, with most of their clients being public entities including cities, counties, and states. OVG began management of Grand River Center in April of 2023. In Iowa, OVG has management agreements with the following arenas and theaters:

- Xtream Arena, Green State Family Recreational Fieldhouse, and Coral Ridge Mall Ice Arena in Coralville, Iowa
- Wells Fargo Arena, Hy-Vee Hall at the Iowa Events Center, and Community Choice Credit Union Convention Center in Des Moines
- Tyson Events Center, Orpheum Theatre, Seaboard Triumph Foods Expo Center, Sioux City Convention Center, and IBP Ice Center in Sioux City.

They also manage the Five Sullivan Brothers Convention Center in Waterloo.

The comparable facilities provided in the RFP and discussed in the presentations included the Tyson Events Center and Orpheum Theatre in Sioux City, Ralston Complex in Ralston, NE, Atlantic City Convention Center and Jim Whelan Boardwalk Hall in Atlantic City, NJ. Additional relevant facilities provided that had transitioned in the last 2-5 years were Ralph Engelstad Arena in Thief River Falls, MN, American Bank Center in Corpus Christi, TX and Tyson Events Center and Orpheum Theater in Sioux City. Successes in their management of these facilities showed their understanding of the goals the City of Dubuque sought to achieve for management services for Five Flags.

OVG proposed a unified venue strategy for operations of Grand River Center and Five Flags through a unified sales and booking strategy, cross-venue staffing efficiencies, leveraging regional markets for event attraction, creative programming opportunities, and collaborative marketing approach. They identified operational efficiencies and cost saving through shared resources across the venues, strategic event scheduling, maximizing economic impact. This will mean diverse events to achieve greater economic impact for Dubuque, opportunities for local, business, hospitality, and tourism, and increased utilization of both venues for youth and community programming.

OVG has proven management excellence of Grand River Center (GRC). The GRC team has streamlined sales and marketing efforts, secured a wider variety of events and successfully collaborated with Travel Dubuque, local businesses, and civic organizations to strengthen the Center's role as a key economic driver in Dubuque.

A success this winter that positively affected FF was OVG staff's recruitment of a girls' volleyball tournament to GRC. When the tournament filled the GRC facility, they were then able to book FF for additional games that then overflowed into other regional facilities. The tournament organizers have now booked two weekends for this volleyball tournament next year. This tournament positively affected not just the two facilities but filled hotels and restaurants on that weekend. This synergy can be repeated more in the future.

High-quality, diverse entertainment is a staple of Five Flags. OVG proposed a strategic, proactive approach to talent acquisition. Their network of connections at local, regional, and national levels is broad due to the extent of the facilities that they manage as well as relationships built with artists, event promoters, event organizers, and more. This entertainment mix also includes working locally on community-centered programming as well as private events.

Making an event successful and memorable requires a creative approach to break through the advertising clutter. OVG focused on creation of a customized sales and marketing campaign around Five Flags as an entertainment destination using new strategies.

OVG laid out the best proposal for an operations and maintenance plan which protects the building as an asset of the city. This ranged from a commitment to exceed industry standards for custodial services to a detailed preventative and predictive maintenance to safety training for employees.

OVG's emphasis on working with local and regional organizations showed how they would create, rejuvenate, and re-envision Five Flags operations. This included working with Travel Dubuque, the Dubuque Area Chamber of Commerce, and others, as well as working with the local arts community, local businesses, and more. Their plan included creating self/co-promoted events, of which they provided some great examples they are currently doing in communities across the country and have established at Grand River Center.

Negotiations were accomplished through the team of Assistant City Attorney Jason Lehman and myself from the City and from OVG Matt Lashoff Vice President of Business Development and Cait Burggraf Senior Vice President and Deputy General Counsel.

BUDGET IMPACT

The budget and agreement proposed begins on July 1, 2025 at the beginning of FY 26. The budget relates directly to the management agreement presented. Incorporated into the management agreement is the negotiated management fee that OVG will receive in 12 payments throughout the fiscal year totaling $105,000 with annual increases by the Consumer Price Index (CPI) as outlined. The City has two other agreements that have management fees for facilities: Schmitt Island Development Corporation is currently paid $104,545 a year for management of ImOn Arena and OVG is currently paid $153,750 a year for management of Grand River Center.

Incentives are built into the agreement both qualitative as well as revenue incentives.

- The revenue incentive in the agreement provides OVG shall be paid 10% of event revenue above the event revenue benchmark. The event revenue benchmark for the first operating year is $1 million. As an example, if the event revenue totals $1.1 million at the end of the year OVG would earn a $10,000 revenue incentive payment. The event revenue benchmark will be renegotiated annually, but in no event will it be less than $1 million.
- The qualitative incentives allow the opportunity for OVG to be eligible to earn up to $45,000 ($15,000 per operational benchmark) the following:
    - *Economic Impact-Focused Targeted Events and Performances* – Attraction of events that by their financial model positively affect the bottom-line budget resulting in a positive impact on the Facility and Owner's budget and positively impact neighboring businesses and overnight stays.

- *Stakeholder Development Relationship* – Build a strong business relationship with Travel Dubuque, Dubuque Area Chamber of Commerce, Dubuque Main Street, hoteliers, businesses, youth sports, and performing arts on mutual strategy development, an increased level of collaboration, and focused approach on event mix, relational economic impact, stakeholder/tenant relationships, and overall civic center business improvement model benefiting OVG, the Owner, and the community.
- *Operating Budget Success* – OVG has successfully developed and managed an Operating Budget for the applicable Operating Year.

The agreement has been negotiated to include a cap on the revenue and qualitative incentives for each year. The sum of the calculated annual incentive fees (revenue incentive plus qualitative incentives) paid to OVG shall not exceed the annual fixed management fee paid to OVG. As an example, if the fixed management fee is $105,000 the total of the revenue incentive plus the qualitative incentive would not exceed $105,000.

OVG will receive 15% of all commercial rights revenue. Commercial rights include naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and if applicable any premium seating.

The budget includes transition costs which are anticipated to be $68,800. The transition costs are one-time costs related to the transition of management. Transition expenses are one-time expenses separate from the operational budget.

As part of their proposal, OVG provided a financial contribution from OVG to this proposed partnership. OVG will invest a capital contribution of $150,000 for event programming, marketing enhancements, and other leasehold improvements, and/or capital equipment dedicated to the GRC or other revenue-generating initiatives, as mutually agreed between the City and OVG. OVG's capital contribution is amortized on a straight-line basis over 120 months (meaning that the City will retain $1,250 of the capital contribution for each month the management agreement is in effect).

The negotiated agreement outlines a new financial structure for management of FF different than the current agreement with ASM Global. The current agreement is set by a benchmark. This structure no longer meets Safe Harbor rules and makes the sale of bonds taxable. It is also a 20-year-old agreement and industry standards have changed. This agreement is structured like Grand River Center's agreement.

The preparation of the FY 26 budget was completed prior to this agreement. FY 26 budget contains an estimated subsidy of $1,172,430 which was based on an estimated May CPI of 3%. The property insurance and liability insurance would continue as a city expense along with 15% of the department Directors salary and benefits. The proposed FY 26 budget from OVG has a subsidy in year one of $1,198,910. Since this agreement takes the first day of the new FY 26 fiscal year the department will work to

either identify carryover funding from FY 25 or more likely savings in FY 26 that can address the $26,480 difference in the FY 26 budget to the budget submitted in the agreement.

DISCUSSION

Our consultant, CSL International, as well as OVG outlined that it will take several years to build up their new business plan for FF. This is similar to the transition of GRC to a new management company.

OVG has been working through the transition plan with ASM Global and will continue through the last day of the current agreement. I want to thank ASM Global local and national staff for their cooperation. OVG has a dedicated team of 20+ functional areas (HR, finance and administration, payroll, marketing and PR, events, operations, etc.) that is assisting in transitions. They are working on our behalf and with us and ASM Global staff locally and nationally to make a smooth transition on July 1, 2025, at 12:01 a.m.

I would be remiss if I did not specifically call out the talents of Assistant City Attorney Jason Lehman and offer my sincere thanks. He assisted in numerous ways has given many, many hours to the selection and negotiation process that has led to the management agreements for both Grand River Center and now Five Flags. The agreement has also reviewed by the city's bond counsel, Dorsey & Whitney LLP.

ACTION REQUESTED

I respectfully request approval of the Five Flags Civic Center Management Agreement between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG.

cc: Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney
Cori Burbach, Assistant City Manager
Dawn March, Purchasing and Safety Coordinator
Keith Rahe, Travel Dubuque
Julie Kronlage, Travel Dubuque
Jared Charland, Project and Facilities Manager

CIVIC CENTER
MANAGEMENT AGREEMENT

between

CITY OF DUBUQUE, IA

and

GLOBAL SPECTRUM, L.P.
d/b/a Oak View Group

Effective Date: June 12, 2025

Commencement Date: July 1, 2025

CIVIC CENTER
MANAGEMENT AGREEMENT

This Civic Center Management Agreement (the "**Agreement**") is entered into and made effective as of the Effective Date, by and between the City of Dubuque, Iowa, a municipality organized under the laws of the State of Iowa ("**Owner**"), and Global Spectrum, L.P., a Delaware limited partnership d/b/a Oak View Group ("**OVG**").

RECITALS

WHEREAS, Owner owns a multi-purpose facility of approximately 50,000 square feet, consisting of a 4,000-seat arena, a 711-seat historic performing theater, approximately 1,950 square feet of meeting space, and a black-box theater of approximately 1,700 square feet, located at 405 Main St., Dubuque IA, and currently known as the *Five Flags Civic Center* (the "**Facility**"); and

WHEREAS, the financial and operational success and maintenance of the Facility is of the highest importance to the Owner;

WHEREAS, Owner has previously engaged OVG in connection with the management and operation of its convention center facility, the *Grand River Center*, pursuant to the Management Agreement between OVG and Owner, effective March 20, 2023 (the "**Grand River Agreement**");

WHEREAS, Owner desires to engage OVG to manage and operate the Facility on behalf and for the benefit of Owner, and OVG desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Civic Center Management Agreement, together with all schedules and exhibits attached hereto, each of which is incorporated herein as an integral part of this Agreement.

Amendment shall have the meaning giving to such term in Section 17.2 hereof.

Assistant General Manager: The employee or, if applicable employes, of OVG acting as the on-site full-time assistant general manager(s) of the Facility.

Bonds shall have the meaning given to such term in Section 17.1 hereof.

Buyout Amount shall have the meaning given to such term in Section 11.4 hereof.

Capital Expenditures: All expenditures for building additions, alterations, repairs, or improvements, and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than $5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one year. Beginning in the second Operating Year, the dollar amount referenced in this paragraph shall be increased over the dollar amount from the previous Operating Year in accordance with the percentage increase in the CPI over the previous 12-month period (*i.e*., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply).

Changes shall have the meaning given to such term in Section 17.2 hereof.

Code shall have the meaning given to such term in Section 17.1 hereof.

Commencement Date shall have the meaning ascribed to such term in the cover page of this Agreement.

Commercial Rights: Naming Rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, and, if applicable, any premium seating (including clubs, suites, and party suites) at or with respect to the Facility and owned or controlled by Owner.

Commercial Rights Contracts: Any contracts for the purchase and sale of Commercial Rights, which shall be in writing and duly executed by the parties thereto.

Commercial Rights Fee shall have the meaning given to such term in Section 3.3 hereof.

Commercial Rights Revenue: All revenue (including cash and trade, with such trade valued at its retail price in an arms-length transaction) derived from the sale of Commercial Rights, including Naming Rights.

Commercial Rights Services shall have the meaning given to such term in Section 2.1(c) hereof.

CPI: The "Consumer Price Index" for all urban consumers, Midwest region, all items, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date shall have the meaning ascribed to such term in the cover page of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property and was not the result of acts or omissions constituting gross negligence or willful misconduct of OVG.

Event Account: A separate interest-bearing account in the name of Owner and under Owner's Federal ID number in a local qualified public depository, to be designated by Owner, where advance ticket sale revenue is deposited by OVG.

Event Revenue: All Revenue generated from events at the Facility (including food and beverage, audio-visual, decorating, rent, and other event-related revenue). For avoidance of doubt, Event Revenue excludes revenues not reasonably attributable to individual events, such as Commercial Rights Revenue and other miscellaneous revenues or income.

Event Revenue Benchmark: The Event Revenue Benchmark mutually agreed between the parties in connection with the Operating Budget developed each year; provided the Event Revenue Benchmark for the first Operating Year shall be $1,000,000, and in no event shall an Event Revenue Benchmark for subsequent Operating Years be less than such amount.

Event of Force Majeure: An act of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; pandemic or epidemic; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue-Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Commencement Date, as set forth on Exhibit D attached hereto.

Facility shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire civic center complex, including but not limited to the historic theater, arena, black box theater, concession stands, meeting rooms, pre-function areas, common areas, lobby areas, executive and other offices, storage and utility facilities, as well as the entrances and sidewalks immediately surrounding the Facility and adjacent thereto, as identified on Schedule 1 hereto.

FF&E: Furniture, fixtures, and equipment currently in place or to be procured for use at the Facility.

Fixed Management Fee: The fixed monthly fee Owner shall pay to OVG under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Services shall have the meaning given to such term in Section 2.1(b) hereof.

General Manager: The employee of OVG acting as the general manager of the Facility in a shared position with Grand River Center.

Grand River Agreement shall have the meaning given to such term in the Recitals to this Agreement.

Incentive Fees: The Qualitative Incentive and Revenue Incentive.

Indemnitee shall have the meaning given to such term in Section 14.3 hereof.

Indemnitor shall have the meaning given to such term in Section 14.3 hereof.

Initial Term shall have the meaning given to such term in Section 4.1 hereof.

Laws: Federal, state, local, and municipal laws, statutes, rules, regulations, and ordinances.

Management-Level Employees: The General Manager, Assistant General Manager, and any department head employed by OVG to perform services at the Facility (including, if applicable, employees performing the functions of the Director of Finance, Director of Operations and Events, Director of Sales and Marketing, and Director of Food and Beverage/Head Chef).

Marketing Plan: A plan for the advertising and promotion of the Facility and Facility events, which may contain but not be limited to the following elements: **(i)** market research, **(ii)** market position, **(iii)** marketing objectives, **(iv)** marketing strategies, **(v)** booking priorities, **(vi)** targeted events - local, regional, national, and international, including meetings, conventions, and trade shows, **(vii)** industry advertising campaign, **(viii)** internal and external support staff, **(ix)** advertising opportunities at the local, regional, and national level, **(x)** attendance at various trade shows, conventions, and seminars, **(xi)** incentive formulas for multiple event presenters, **(xii)** merchandising and retail, **(xiii)** food and beverage, **(xiv)** a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), and branding of food and beverage products for resale, **(xv)** a plan regarding national, regional, and local public relations and media relations, and **(xvi)** policies regarding the use of trade/barter.

Naming Rights: The specific set of commercial rights to name the overall Facility and/or individual rooms, halls, or other individual spaces within the Facility.

Negotiation Period shall have the meaning given to such term in Section 17.1 hereof.

Operating Account: A separate interest-bearing account in the name of Owner and under Owner's Federal ID number in a local qualified public depository, to be designated by Owner, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line-item budget for the Facility that includes a projection of Revenues, including Event Revenue, and Operating Expenses, including projected Fixed Management Fees and all Incentive Fees, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by OVG in connection with its operation, promotion, maintenance, and management of the Facility, including but not limited to the following: **(i)** employee payroll, benefits, relocation costs, severance costs, bonuses, and related costs, **(ii)** cost of operating supplies, including general office supplies, **(iii)** advertising, marketing, group sales, and public relations costs, **(iv)** cleaning expenses, **(v)** data processing costs, **(vi)** dues, subscriptions, and membership costs, **(vii)** printing and stationary costs, **(viii)** postage and freight costs, **(ix)** equipment rental costs, **(x)** repairs, maintenance, and equipment servicing, **(xi)** security expenses, **(xii)** telephone and communication charges, **(xiii)** reasonable travel and sustenance expenses of OVG employees, **(xiv)** cost of employee uniforms and identification, **(xv)** exterminator, snow, and trash removal costs **(xvi)** computer, software, hardware, and training costs, **(xvii)** parking expenses, **(xviii)** utility expenses, **(xix)** other office expenses (for Facility-based offices), **(xx)** audit and accounting fees, **(xxi)** legal fees and costs, **(xxii)** all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation

insurance, as well as the other insurance coverages required hereunder), including, without limitation, the cost of any coverage deductibles, coinsurance requirements, or self-insured retention under insurance policies, **(xxiii)** commissions and all other fees payable to third parties (*e.g.*, commissions relating to food, beverage, and merchandise concessions services and Commercial Rights sales), **(xxiv)** cost of complying with any Laws, **(xxv)** costs incurred by OVG to settle or defend any claims asserted against OVG arising out of its operations at the Facility on behalf of Owner; **(xxvi)** costs incurred under Service Contracts and other agreements relating to Facility operations, **(xxvii)** Taxes, **(xxviii)** the Fixed Management Fee, **(xxix)** costs to OVG for managing and/or performing the Food and Beverage Services, including employee-related expenses, and **(xxx)** costs incurred in connection with the marketing and sale of Commercial Rights.

The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, Transition Costs, property taxes, insurance on the Facility or Owner's property or contents within the Facility, or the Incentive Fees, all of which costs shall be borne by Owner. Owner shall receive a dollar-for-dollar credit on future Operating Budgets for the cost of any Operating Expense paid by Owner when such cost, in whole or in part, is later recovered by OVG. This credit shall apply whether such costs were paid using funds in the Operating Account or otherwise, and such credit shall be applied against one or more payments due to OVG from Owner under this Agreement or shall be added to any one or more payments due to Owner from OVG under this Agreement. (For example, if OVG pays an employee's relocation costs from the Operating Account, and OVG later recovers all or a portion of those costs from or on behalf of said employee (whether due to the employee's resignation or some other reason), Owner shall be entitled to a credit equal to the amount recovered by OVG.) For avoidance of doubt, the foregoing right of offset shall only apply during the Term of this Agreement, and Owner shall have no rights of recovery in connection with such amounts following the Term.

Operating Year: Each 12-month period during the Term, commencing on July 1st and continuing through the following June 30th, with the first Operating Year to commence July 1, 2025, and concluding June 30, 2026.

Operational Benchmark shall have the meaning given to such term in Exhibit B hereof.

Operations Manual: Document to be developed by OVG which shall contains terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both Owner and OVG.

OVG shall have the meaning given to such term in the opening paragraph to this Agreement.

OVG Capital Acquisition shall have the meaning given to such term in Section 11.3 of this Agreement.

Owner shall have the meaning given to such term in the opening paragraph to this Agreement.

PCI Standards shall have the meaning given to such term in Section 18.1 hereof.

Private Use Requirements shall have the meaning given to such term in Section 17.1 hereof.

Qualitative Incentive shall have the meaning given to such term in Section 3.2 hereof.

Renewal Term shall have the meaning given to such term in Section 4.1 hereof.

Revenue: All gross revenues generated by OVG's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by OVG in trust for a third party and paid to such third party.

Revenue-Generating Contracts: Vendor agreements, concessions agreements, merchandising agreements, user agreements, rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Revenue Incentive shall have the meaning given to such term in Section 3.2. hereof.

Rev. Proc. shall have the meaning given to such term in Section 17.1 hereof.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel (including guards, ushers, and ticket takers), extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by OVG to be either reasonably necessary or reasonably useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges, and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of **(i)** activities conducted on behalf of Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or **(ii)** any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term shall have the meaning given to such term in Section 4.1 hereof.

Trailing Commercial Rights Commissions shall have the meaning given to such term in Section 3.3. hereof.

Transition Budget: The budget reflecting anticipated Transition Costs attached hereto, attached hereto as Exhibit F, currently anticipated to be $68,800, with additional Transition Costs in excess of such amount to be subject to the prior written approval of Owner, not to be unreasonably withheld.

Transition Costs: shall mean the out-of-pocket costs incurred, or to be incurred, by OVG in connection with its activities related to the transition of management of the Facility to OVG, as set forth in the Transition Budget, or as otherwise mutually agreed.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Engagement.

(a) Owner hereby engages OVG during the Term to act as the sole and exclusive operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A-1 attached hereto.

(b) Owner hereby engages OVG (or its designee) during the Term to act as the sole and exclusive food and beverage provider of the Facility, subject to and as more fully described in this Agreement, and in connection therewith, to perform the services described in Exhibit A-2 (collectively, the "**Food and Beverage Services**"), attached hereto. Owner specifically agrees that pursuant to Section 12.3, OVG shall be permitted to assign, subcontract, or otherwise sublicense all or any portion of its rights and obligations in respect of the provision of such Food and Beverage Services, including, without limitation to an Affiliate, subject to Owner's approval (which shall not be unreasonably withheld or delayed).

(c) Owner hereby engages OVG (or its designee) during the Term to act as the sole and exclusive representative for marketing of the Commercial Rights, including Naming Rights, subject to and as more fully described in this Agreement, and in connection therewith to perform the services described in Exhibit A-3 (collectively, the "**Commercial Rights Services**"), attached hereto. Owner specifically agrees that pursuant to Section 12.3, OVG shall be permitted to assign, subcontract, or otherwise sublicense all or any portion of its rights and obligations in respect of the provision of such Commercial Rights Services, including, without limitation to an Affiliate, subject to Owner's approval (which shall not be unreasonably withheld or delayed). Owner hereby acknowledges and agrees that OVG is not guaranteeing any level of purchase of, or the receipt of payment for, any Commercial Rights marketed by OVG pursuant to this Agreement, provided, however, that no such rights shall be given, assigned, or sold for no or nominal consideration without the express written permission of Owner. All Commercial Rights, including Naming Rights, are subject to approval by Owner's bond counsel.

(d) OVG hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual. Owner shall not sell, assign, transfer, grant, or license to any other party any of the exclusive rights granted to OVG pursuant to this Section 2.1.

Section 2.2 Limitations on OVG's Duties. OVG's obligations under this Agreement are contingent upon and subject to Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by OVG to carry out such obligations during the Term. OVG shall not be considered to be in breach or default of this Agreement, and shall have no liability to Owner or any other party, in the event OVG does not perform any of its obligations hereunder due to failure by Owner to timely provide such funds.

ARTICLE 3
COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of OVG's performance of its services hereunder, Owner shall pay OVG a Fixed Management Fee. Beginning on the Commencement Date and

continuing through the first Operating Year, the Fixed Management Fee shall be $8,750 per month ($105,000/Operating Year). Beginning in the second Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous 12-month period (*i.e.*, the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply). The Fixed Management Fee shall be payable to OVG in advance, beginning on the Commencement Date, and payable on the first day of each month thereafter (prorated as necessary for any partial months). OVG shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fees. In addition to the Fixed Management Fee, OVG shall be entitled to receive the following Incentive Fees for each full or partial Operating Year of the Term (with such Incentive Fees prorated for any partial Operating Years). The Incentive Fees, if earned, shall be paid to OVG no later than 90 days following the end of each Operating Year.

- OVG shall be paid 10% of Event Revenue above the Event Revenue Benchmark (the "**Revenue Incentive**").
- In addition, OVG shall be eligible to earn up to $45,000 each Operating Year for achievement of the Operational Benchmarks as set forth on Exhibit B (the "**Qualitative Incentive**").
- The sum of the calculated annual Incentive Fees (Revenue Incentive plus Qualitative Incentive) paid to OVG shall not exceed the annual Fixed Management Fee paid to OVG.

Section 3.3 Commercial Rights Fee**.** In consideration for OVG's marketing of the Commercial Rights, OVG shall receive 15% of all Commercial Rights Revenue (the "**Commercial Rights Fee**"). The Commercial Rights Fee shall be paid to OVG for all years of each Commercial Rights agreement secured by OVG, including any years that extend beyond the end of the Term of this Agreement. The Commercial Rights Fee due to OVG following the conclusion of the Term is referred to herein as the "**Trailing Commercial Rights Commissions**". The Commercial Rights Fee shall be paid to OVG on a bi-annual basis, on or about the last day of June and December each calendar year, and OVG shall be entitled to pay itself such amount from the Operating Account upon providing documentation of such Commercial Rights Fee to Owner. The parties shall also hold a settlement at the conclusion of the Term, at which time Owner shall pay to OVG any portion of the Commercial Rights Fee due to OVG but not yet paid to OVG as of such date (other than Trailing Commercial Rights Commissions). Following the conclusion of the Term, Trailing Commercial Rights Commissions shall be paid to OVG either (at the election of Owner) (A) on an ongoing basis during the term of any applicable Commercial Rights agreements, within thirty (30) days of Owner's receipt of the corresponding Commercial Rights Revenue arising from any such agreements secured by OVG, or (B) as a lump-sum payment calculated using the gross revenue reasonably expected from all applicable Commercial Rights agreements, discounted to present value using a bank discount rate (based on the primary rate as published by *The Wall Street Journal* on the date of calculation, or such other reasonable rate agreed upon in writing by the parties). In connection with the Commercial Rights Fee and Trailing Commercial Rights Commissions, Owner agrees **(i)** to maintain books and records in accordance with generally accepted accounting practices, and **(ii)** to permit OVG to audit and inspect such books and records during normal business hours and on reasonable advance notice, to confirm amounts due hereunder, including, following the conclusion of the Term (as it relates to Trailing Commercial Rights Commissions). To the extent any such audit reveals an underpayment Owner shall promptly pay OVG the amount of the underpayment, and if such underpayment to OVG is greater than two percent (2%) of amounts owed to OVG, Owner shall reimburse OVG for the reasonable costs of such audit. In the event

OVG includes the value of any trade as part of the Commercial Rights Revenue, OVG shall, at the request of Owner, provide reasonable evidence establishing the retail price in an arms-length transaction. The terms in this Section 3.3 shall survive termination or expiration of this Agreement.

Section 3.4 Transition Costs. Promptly following the Effective Date (or prior to the Effective Date, as applicable), OVG shall do all things reasonably necessary to transition from the current management of the Facility to the commencement of its management services hereunder. Owner shall reimburse OVG for the Transition Costs, in accordance with the Transition Budget. OVG shall invoice Owner for such costs, and Owner shall pay such costs within 30 days of its receipt of each such invoice. Each invoice to be provided by OVG shall be accompanied by reasonable back-up documentation evidencing the incurrence of the Transition Costs.

Section 3.5 Late Payments. OVG shall have the right to assess interest on any payments of the fees described in this Section that are not made when due, provided that such late payment is not attributable to any act or omission of OVG. Such interest shall accrue at the rate of 6% per annum or the maximum rate allowed by law, whichever is less. Interest shall only be applicable to amounts outstanding for more than 30 (thirty) days.

ARTICLE 4
TERM; TERMINATION

Section 4.1 Term. While the Agreement shall be deemed effective as of the Effective Date, the initial term of this Agreement (the "**Initial Term**") shall begin on the Commencement Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall conclude on June 30, 2030; provided that the parties may mutually agree to extend this Agreement for an additional five-year period through June 30, 2035 (the "**Renewal Term**") by written agreement on or before January 1, 2030. The Initial Term and Renewal Term (as applicable) shall be referred to herein as the "**Term**."

Section 4.2 Termination. This Agreement may be terminated:

(a) by either party upon 60 days' written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 60-day notification period, provided, however, if such failure cannot reasonably be cured within such 60-day period, then a longer period of time shall be afforded to cure such breach, up to a total of 90 days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within 120 days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such involuntary bankruptcy petition shall be filed against either party and shall not be dismissed within 120 days after such filing.

(c) by Owner upon 18 months' written notice to OVG in the event Owner through a majority vote of the City of Dubuque City Council (the "**Council**") enters into a binding agreement to sell all or substantially all of the Facility, including the premises on which the Facility is located. Such notice of

termination pursuant to this Section 4.3(c) shall be delivered to OVG in accordance with the notice provisions set forth in Section 18.7 of this Agreement and shall specify the effective date of termination, which shall be no less than eighteen (18) months from the date of such notice, and such notice shall be dated on or after the date on which Council approves such sale pursuant to applicable law. During the eighteen (18) month notice period, OVG shall continue to perform all obligations under this Agreement; Owner shall continue to pay all fees and expenses due to OVG under this Agreement; and both parties shall cooperate in good faith to ensure an orderly transition of management responsibilities. Owner's decision to sell all or substantially all of the Facility shall be made in good faith and not for the primary purpose of circumventing the Owner's obligations under this Agreement.

Section 4.3 Effect of Termination Upon termination or expiration of this Agreement for any reason, **(i)** OVG shall promptly discontinue the performance of all services hereunder and peaceably surrender the Facility to Owner, **(ii)** Owner shall promptly pay OVG all fees due OVG up to the date of termination or expiration (subject to pro-ration if the Term ends other than at the end of the Operating Year), **(iii)** Owner shall pay to OVG all Operating Expenses incurred by OVG through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to OVG's employees whose employment is being terminated by OVG due to the termination of this Agreement; **(iv)** Owner shall pay other reasonable costs incurred by OVG in withdrawing from its provision of services at the Facility, including, without limitation, (I) to the extent any Management-Level Employee's employment with OVG will cease concurrently with the termination or expiration of this Agreement, Owner shall reimburse OVG for any severance paid to certain employees in accordance with OVG's then-current employment policies, which have been provided to Owner, which if this Agreement concludes on or before June 30, 2028, shall not exceed 3 months' salary, and if this Agreement concludes after such date shall not exceed 6 months' salary for the General Manager, and any Assistant General Manager(s), and regardless of when this Agreement concludes, shall not exceed 2 months' salary for any other Management-Level Employee for which this would apply, (II) reasonable household relocation expenses for OVG's Management-Level Employees, but only to the extent any such individuals had previously relocated to the Facility (or its surrounding areas) in connection with this Agreement; provided that the foregoing (I) and (II) shall not be due if the Agreement is terminated by Owner pursuant to Section 4.2(a) or 4.2(b), above, and (III) costs incurred in connection with termination and/or assignment of Service Contracts and/or Revenue Generating Contracts, or other contracts or leases entered into by OVG pursuant to this Agreement; **(v)** OVG shall make available to Owner all data, electronic files, log-in information, social media accounts, passwords, maintenance records, documents, procedures, reports, estimates, summaries, contracts, operations agreements, rental agreements, and other such information and materials with respect to the Facility as may have been accumulated by OVG in performing its obligations hereunder, whether completed or in process, and **(vi)** without any further action on part of OVG or Owner, Owner shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue-Generating Contracts, Commercial Rights Contracts, booking commitments, and any other Facility agreements entered into by OVG in furtherance of its duties hereunder. Owner's payment of such expenses will occur only after OVG has provided reasonable evidence of the incurrence of such expenses. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITY; FOOD AND BEVERAGE AREAS

Section 5.1 Ownership of Facility, Data, Equipment, and Materials. Owner will at all times retain Ownership of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures, website, social media accounts, intellectual property relating to the Facility, and similar property, including improvements made during the Term, at the Facility. Any data, equipment, or materials furnished by Owner to OVG or acquired by OVG as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by OVG to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software licensed by OVG for general use by OVG at the Facility and other facilities managed by OVG, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by OVG upon expiration or termination hereof; provided OVG exports Owner's data and provides the same to Owner in a reasonably usable format Furthermore, Owner recognizes that the Operations Manual to be developed and used by OVG hereunder is proprietary to OVG and shall belong to OVG at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term; provided any Owner-owned material provided in connection with such Operations Manual shall be retained by Owner.

Section 5.2 Right of Use by OVG. Owner hereby gives OVG the right and license to use the Facility, and OVG accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance, and management of the Facility. Owner shall provide OVG with a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable OVG to perform its obligations under this Agreement.

Section 5.3 Observance of Agreements. Owner agrees to pay, keep, observe, and perform all payments, terms, covenants, conditions, and obligations under any leases, bonds, debentures, loans, and other financing and security agreements to which Owner is bound in connection with its ownership of the Facility.

Section 5.4 Use by Owner. Owner shall have the right to use the Facility or any part thereof for meetings, seminars, training classes, or other uses, with rates to be commiserate with published rates provided by OVG, including Owner's responsibility for all expenses (such as the cost of food and beverage, ushers or guards, ticket takers, set-up and take-down personnel, security expenses, and other expenses) in connection with such use, and the parties agree to follow all relevant booking procedures for such use as set forth in the Operations Manual. In the unlikely event of a city-wide emergency, Owner shall have the right to use the Facility or any part thereof as an emergency shelter or other emergency purposes. If OVG must cancel any event due to Owner's use of the Facility or any part thereof pursuant to this paragraph, Owner shall reimburse OVG for **(i)** any direct expense, including but not limited to, the loss of actual contractual rental of any event canceled due to such emergency use; and **(ii)** any actual out-of-pocket expenses incurred by OVG and caused by such emergency use, including but not limited to clean-up costs and food costs. All such reimbursements shall be limited to those expenses related to that portion or portions of the Facility actually used by Owner for emergency purposes.

Section 5.5 Food and Beverage Areas. On the Commencement Date, Owner shall, at no cost to OVG, provide for use by OVG a turnkey operation for the provision of Food and Beverage Services, equipped with equipment, smallwares, and other tools of the trade reasonably required by OVG to

provide the Food and Beverage Services at the level required by this Agreement. Owner and OVG shall work together in good faith immediately upon the Effective Date to determine what, if any, additional equipment is needed for OVG to provide the Food and Beverage Services. OVG shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, storage facilities, and other food service related areas of the Facility, together with the improvements, equipment, and personal property upon or within such areas, for the purpose of providing the Food and Beverage Services (and providing other duties required of OVG hereunder).

ARTICLE 6
PERSONNEL

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by OVG, and shall be employees, agents, or independent contractors of OVG (or an Affiliate thereof) and not of Owner. OVG shall select, in its sole discretion but subject to Owner's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. OVG agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. OVG shall recruit and develop a customer friendly, service-oriented, and well-trained labor workforce. Owner specifically agrees that OVG shall be entitled to pay its employees, as an Operating Expense, bonuses, wages, and benefits in accordance with OVG's then current employee manual, which may be modified by OVG from time to time, provided that OVG has obtained Owner's prior written consent regarding the establishment of such bonuses, wages, and/or benefits. A copy of OVG's current employee manual shall be provided to Owner upon request.

Section 6.2 General Manager and Assistant General Manager. Personnel engaged by OVG will include an individual with managerial experience in similar facilities to serve as General Manager and Assistant General Manager of the Facility. Hiring of the General Manager and Assistant General Manager by OVG shall require the prior approval of Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager or Assistant General Manager position, OVG may, upon notice to Owner, temporarily fill such position with an interim General Manager or interim Assistant General Manager for up to ninety (90) days without the necessity of obtaining Owner's approval. The General Manager and Assistant General Manager will have general supervisory responsibility for OVG and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Owner nor any of its Affiliates shall solicit for employment any of OVG's Management-Level Employees. In addition to the foregoing, during the Term and for a period of one (1) year after the end of the Term, neither Owner nor any of its Affiliates shall hire for employment the General Manager, and any Assistant General Manager(s), (or equivalent positions with different titles). Owner acknowledges that OVG will spend a considerable amount of time identifying, hiring, and training individuals to work in such positions, and that OVG will suffer substantial damages, the exact amount of which would be difficult to quantify, if Owner were to breach the terms of this Section 6.3 by hiring or soliciting for employment any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by Owner, OVG shall be entitled (in addition to any other rights and remedies which

OVG may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain Owner from continuing such breach, without the necessity of posting a bond.

Section 6.4 Allocation of Certain Personnel Costs. OVG shall use commercially reasonable efforts to consolidate personnel expenses between the *Grand River Center* and the Facility. As a result, the Owner acknowledges that OVG currently intends to provide certain services required to be provided to the Facility hereunder with personnel employed by OVG at the *Grand River Center*, pursuant to the Grand River Agreement, such as, for example, General Manager, finance, marketing, catering, operations, and event coordination services. OVG, in coordination with Owner, shall determine fair and reasonable allocation of such employee costs to be billed to each of the Facility and *Grand River Center*, which allocation shall be consistent with the proportion of work any such employee performs in connection with each venue. For avoidance of doubt, the final allocation of employee costs as Operating Expenses under this Agreement or the Grand River Agreement, will be determined by OVG, in its reasonable discretion. All such allocations, if any, shall be specifically identified in each budget or report contemplated by this Agreement. The parties agree that the foregoing shall be incorporated into any amendment for the Grand River Agreement to ensure that both budgets properly contemplate such allocations.

ARTICLE 7
OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Attached hereto as Exhibit C is the Operating Budget for the first Operating Year, which Operating Budget is hereby approved by both OVG and Owner. OVG agrees that at least 90 days prior to the commencement of each subsequent Operating Year, in respect of such year, it will prepare and submit to Owner its proposed Operating Budget for such year. Each annual Operating Budget shall include OVG's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. Owner agrees to provide OVG with all information in its possession reasonably necessary to enable OVG to prepare each Operating Budget. Notwithstanding the foregoing, Owner shall have no duty to provide any information which is subject to confidentiality agreements with third parties, which constitutes confidential or proprietary information or trade secrets, or which is prohibited from disclosure by any applicable Laws, but shall be solely responsible to the extent such information has a material impact on any applicable Operating Budget (*i.e.*, if withholding such information has prevented OVG from reasonably foreseeing an expense, such expense shall be borne by Owner directly). Owner agrees that OVG may incorporate proportional or shared Operating Expenses between OVG's management of the *Grand River Center*, and the Facility, and shall acknowledge any such allocation on each of the prepared budgets, with final allocations to be determined by OVG in its reasonable discretion based on proportional use of any specific goods or services applicable to the foregoing.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of Owner, which approval shall not be unreasonably withheld or delayed. In order for Owner to fully evaluate and analyze such budgets or any other request by OVG relating to income and expenses, OVG agrees to provide to Owner such reasonable financial information relating to the Facility as may be requested by Owner from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, OVG may submit an amendment to such budget for review and approval by Owner (which approval shall not be unreasonably withheld or delayed). If Owner fails to approve any annual Operating Budget (or any proposed amendment thereto), Owner shall promptly provide OVG the specific reasons therefor and its suggested modifications to OVG's proposed Operating Budget or amendment in order to

make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties. For the avoidance of doubt, any modified or amended Operating Budget is subject to final approval of Owner.

Section 7.3 Adherence to Operating Budget. OVG shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. However, Owner acknowledges that notwithstanding OVG's experience and expertise in relation to the operation of facilities similar to the Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic, and other conditions and circumstances beyond OVG's control, and that OVG shall have no liability if the numbers within the Operating Budget are not achieved. OVG agrees to notify Owner as soon as reasonably practicable, but in no event within no more than 30 days, of any significant change or variance in the bottom-line number in the Operating Budget (defined as a variance of 15% or more), and any material increase in total Facility expenses from that provided for in the Operating Budget. In either such case and if requested by Owner, OVG agrees to work with Owner to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

Section 7.4 Preliminary Budget. In order to assist Owner with Owner's preparation of its legally-required budgets, OVG shall provide Owner, by no later than December 1st of each year of the Term of this Agreement, with a preliminary budget for the Operating Year commencing on the following July 1st, with the ability to fully modify and update such budget prior to the final budget deadline of the following March 1st. OVG shall use all reasonable efforts and its reasonable judgment to prepare each such preliminary budget, but Owner acknowledges the projections contained in each such projected budget are subject to and may be affected by changes in financial, economic, and other conditions and circumstances beyond OVG's control, and that OVG shall have no liability if the numbers within the preliminary budget are not achieved or utilized in the Operating Budget discussed above.

ARTICLE 8
PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. To the extent the Facility hosts a ticketed event and collects advance ticket sale revenue and/or admissions tax, OVG shall deposit, as soon as practicable following receipt, in the Event Account all revenue received from ticket sales and similar event-related revenues which OVG receives in contemplation of or arising from an event. All such monies shall be held in the Event Account through the completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, Owner, and OVG, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or at the same time as such events. Promptly following completion of such events, OVG shall transfer all funds remaining in the Event Account from such event, including interest accrued thereon, into the Operating Account. Bank service charges, if any, on such Event Account shall be deducted from interest earned before utilizing other funds in such Event Account.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facility shall be deposited by OVG into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that OVG shall have authority to sign checks and make

withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of an employee or representative of Owner.

ARTICLE 9
FUNDING

Section 9.1 Source of Funding. OVG shall pay all items of expense for the operation, maintenance, supervision, and management of the Facility from the funds in the Operating Account, which OVG may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 8 above), or otherwise made available by Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Commencement Date, the budgeted or otherwise approved expenses for the month beginning on the Commencement Date. Owner shall thereafter, on or before the first day of each succeeding month following the Commencement Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. OVG shall have no liability to Owner or any third party in the event OVG is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to OVG to pay such expenses in a timely manner. For all funds in the Operating Account except those reserved for budgeted or otherwise approved expenses, Owner shall have absolute discretion regarding whether such funds remain in the Operating Account or are withdrawn by Owner, and Owner shall have no obligation to utilize any such funds for any particular purpose.

Section 9.2 Advancement of Funds. Under no circumstances shall OVG be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, OVG agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse OVG for the full amount of such advanced funds, plus interest at the rate of 6% per annum, or the highest rate permitted by law, whichever is less. Interest shall only be applicable to amounts outstanding for more than 30 (thirty) days.

ARTICLE 10
FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. OVG agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility, including all related contracts and supporting documentation. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of OVG under this Agreement. Owner or its authorized agent shall have the right to audit, inspect, and obtain copies (whether paper, electronic, or both) of such records from time to time during the Term and for 3 years following the termination or expiration of this Agreement, upon reasonable notice to OVG and during OVG's ordinary business hours. OVG agrees to maintain such records, including all related contracts and supporting documentation, for a period of at least 3 years following the termination or expiration of this Agreement.

Section 10.2 Monthly Financial Reports. OVG agrees to provide to Owner, within 30 days after the end of each calendar month during the Term, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles,

provided however the first financial statement OVG shall provide shall be within 30 days following the second calendar month of the Term, and shall cover the first two (2) calendar months of the Term. In addition, starting with the second calendar month of the Term, OVG agrees to provide Owner a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facility during such month. Additionally, OVG shall submit to Owner, or shall cause the applicable public depository utilized by OVG to submit to Owner, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. OVG agrees to provide to Owner, within 120 days following the end of each Operating Year, a certified audit report on the accounts and records as kept by OVG for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an external auditor approved by Owner and shall be conducted in accordance with generally accepted auditing standards. Upon Owner's approval, in Owner's sole and absolute discretion, such audit may be conducted in conjunction with Owner's annual audit. The 120-day deadline referenced in this Section 10.3 shall be waived if the audit required hereunder is conducted in conjunction with Owner's annual audit.

Section 10.4 Internal Controls. Owner shall have the right to conduct an annual review of OVG's internal controls and procedures related thereto. Such review may be conducted by Owner or Owner's third-party designee, as determined by Owner. Owner shall provide reasonable advance notice to OVG of the timing of any such review and shall work with OVG to minimize the impact of each such review on OVG's operations.

Section 10.5 Booking. Promptly following the Commencement Date, the parties shall mutually agree on a booking policy in connection with the Facility, which shall form the basis for all event bookings sought and confirmed by OVG under this Agreement.

ARTICLE 11
CAPITAL IMPROVEMENTS; OVG CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. OVG shall annually, at the time of submission of the annual Operating Budget to Owner, provide to Owner a schedule of proposed capital improvements to be made at the Facility, covering five (5) Operating Years beginning on July 1st following submission of the Operating Budget, for the purpose of allowing Owner to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. Owner shall be solely responsible for all Capital Expenditures at the Facility; provided, however, Owner shall be under no obligation to make any Capital Expenditures proposed by OVG, and provided further that OVG shall have no liability for any claims, costs, or damages arising out of a failure by Owner to make any Capital Expenditures. Notwithstanding the foregoing, OVG shall have the right (but not the obligation), upon notice to Owner, to make Capital Expenditures at the Facility for Emergency Repairs. In such event, Owner shall reimburse OVG for the cost of such Emergency Repair/Capital Expenditure within 30 days of Owner's receipt of the invoice and other supporting documentation (as may be reasonably requested by Owner) from OVG. The Owner shall reimburse OVG for the full amount of the repair for repairs over $5,000 and under $50,000. Any repair, whether an Emergency Repair or otherwise, which exceeds or is reasonably anticipated to exceed $50,000 must be approved by Owner, which approval shall not be unreasonably withheld or delayed.

Section 11.3 OVG Capital Improvements. OVG shall make a capital contribution of $150,000 (the "**OVG Capital Acquisition**") at the Facility for targeted event programming, marketing enhancements, and other capital equipment dedicated to the Facility or other revenue generating initiatives, as mutually agreed by Owner and OVG. If applicable, the location for any improvements or installation of equipment shall be mutually agreed in advance. The OVG Capital Acquisition shall be made during the first Operating Year and once identified, the specific equipment and other related tangible personal property to be purchased with the OVG Capital Acquisition shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment, improvements, and other items purchased with the OVG Capital Acquisition, including any replacements or substitutions thereof, shall be owned by OVG until payment of the Buyout Amount (as described below), and Owner agrees to execute such documents as OVG shall reasonably request evidencing OVG's ownership interest in such improvements and equipment, including financing statements. For the sake of clarity, nothing in this paragraph shall be construed as requiring OVG to replace any equipment or other personal property at its own cost.

Section 11.4 Buyout Amount. The OVG Capital Acquisition shall be amortized on a straight-line basis over a ten-year period (at the rate of 1/120 per month), commencing on the Commencement Date. Within 5 days of the expiration or early termination of this Agreement (for any reason whatsoever, including without limitation if due to a breach, default, or bankruptcy event by or affecting OVG, or if the parties do not mutually agree to the Renewal Term), Owner shall immediately pay to OVG the unamortized amount of the (the "**Buyout Amount**"). In the event that Owner fails to pay OVG the Buyout Amount when due, the Buyout Amount shall accrue interest at the rate of 6% per annum, or the highest rate permitted by law, whichever is less.

Section 11.5 Title to Improvements and Investments. Owner covenants and agrees not to permit any liens or encumbrances to attach to the leasehold improvements and equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such improvements or equipment. Once the Investment is fully amortized or the Buyout Amount is paid in full to OVG, title to the equipment and improvements purchased with the Investment will become vested in Owner, and OVG agrees to execute all necessary documents to evidence same. The rights of OVG set forth in this Section shall be in addition to any other rights of OVG at law or in equity.

ARTICLE 12
FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Owner shall use its best efforts to provide to OVG, on or before the Commencement Date, copies of all Existing Contracts, a list of which will be attached to this Agreement as Exhibit D; provided that to the extent Owner does not provide any Existing Contract, OVG shall not be required to administer or otherwise comply with such Existing Contract and shall be relieved of any liability relating thereto. Except as provided for in the preceding sentence, OVG shall administer and assure compliance with such Existing Contracts.

Section 12.2 Execution of Contracts. OVG shall have the right to enter into Service Contracts, Revenue-Generating Contracts, Commercial Rights Contracts, and other contracts related to the operation of the Facility, as agent on behalf of Owner and subject to the terms of this Agreement; provided all Commercial Rights Contracts involving Naming Rights shall be subject to the prior written approval of Owner, in Owner's sole and absolute discretion. Any such material agreements shall contain standard

indemnification and insurance obligations on the part of each vendor, licensee, or service provider, as is customary for the type of services or obligations being provided or performed by such parties. OVG shall obtain the prior written (email shall be sufficient) approval of Owner before entering into any contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by OVG or Owner following expiration of the Term without any penalty.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation, the Food and Beverage Services, ticketing services, Commercial Rights Services, web design and graphic design services) OVG may purchase or procure such services from, or otherwise transact business with, an Affiliate of OVG, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. OVG shall, at the request of Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facility. Prior to entering into any transaction subject to this Section 12.3, OVG shall obtain the written consent of Owner, which shall not be unreasonably withheld or delayed.

ARTICLE 13
AGREEMENT MONITORING

Section 13.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. OVG's contract administrator shall be its General Manager or Assistant General Manager (as designated by OVG) at the Facility, unless OVG notifies Owner of a substitute contract administrator in writing. Owner shall notify OVG of the name of its contract administrator within 30 days of execution hereof. Any and all references in this Agreement requiring OVG or Owner participation or approval shall mean the participation or approval of such party's contract administrator.

Section 13.2 Monthly Meetings and Inspections. OVG, Owner's contract administrator, and other appropriate personnel, as determined by the parties, will meet monthly on topics including but not limited to financials and forecasting, sales and marketing, promotions, event mix, repairs and maintenance, anticipated changes in management, satisfaction surveys, and performance metrics. During the first Operating Year, OVG shall provide Owner with a written monthly operational report of the Facility; provided that the parties may mutually agree to a different cadence of such reports thereafter, as mutually agreed. The Owner's contract administrator or designee may enter the Facility at all reasonable times the Facility is open for the purposes of determining whether the terms and conditions of this Agreement are being fully and faithfully observed and performed. The Owner's contract administrator or designee may conduct periodic inspections of the Facility at any time, whether with or without advanced notice to OVG.

Section 13.3 Rates, Fees, and Discounts. OVG shall allow Owner to review and approve all rates, rate cards, published fees, and general discounting policies as set forth in the Operations Manual. Owner's approval shall not be unreasonably withheld or delayed.

Section 13.4 Annual Report and Presentation to Council. OVG shall present an annual report and presentation to Owner's City Council following the completion of each Operating Year. The parties

anticipate such report and presentation to occur in August of each year during which this Agreement is in effect.

ARTICLE 14
INDEMNIFICATION

Section 14.1 Indemnification by OVG. OVG agrees to defend, indemnify, and hold harmless Owner and its officials, directors, officers, employees, agents, successors, and assigns against any third-party claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "**Losses**") suffered by such parties and to the extent directly caused by any **(a)** negligent or reckless act or omission, intentional misconduct, or failure to comply with Laws attributable to OVG or any of its employees, or agents, in the performance of its obligations under this Agreement, or **(b)** material breach by OVG of any of its representations, covenants, warranties, or agreements made herein.

Section 14.2 Indemnification by Owner. Owner agrees to defend, indemnify, and hold harmless OVG (including its parent, subsidiary, and affiliate companies) and each of their respective directors, officers, employees, agents, successors, and assigns against any Losses suffered by such parties and caused by any **(a)** negligent or reckless act or omission, intentional misconduct, or failure to comply with Laws attributable to Owner or any of its employees or agents in the performance of its obligations under this Agreement, **(b)** material breach by Owner of any of its representations, covenants, warranties, or agreements made herein, **(c)** any defect or environmental condition at the Facility or under the premises on which the Facility is located (including structural or construction defects (latent or patent), not contributed to or caused by the negligence or willful misconduct of OVG, its employees, or agents, or **(d)** withdrawal liability for a share unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974).

Section 14.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnitee**") who is indemnified by the other party ("**Indemnitor**") under this Article 14, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending, and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that **(a)** the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; **(b)** the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and **(c)** neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall cooperate with each other in good faith and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 14.4 Survival. The obligations of the parties contained in this Article 14 shall survive the termination or expiration of this Agreement.

Section 14.5 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by OVG or Owner for a third party claim in respect of which Owner is claiming indemnity from OVG, such legal costs will be considered an Operating Expense unless and until liability of OVG pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which OVG's obligation to indemnify is based, or as otherwise agreed by the parties in connection with the settlement of any claim. In the event that the liability of OVG is so conclusively determined, then such legal costs shall be considered costs of OVG (and not Operating Expenses) and covered by the indemnity given by OVG to Owner hereunder and the parties shall adjust between them in respect of such legal costs.

ARTICLE 15
INSURANCE

Section 15.1 Types and Amount of Coverage. OVG agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit E, attached hereto, and shall provide to Owner promptly following the Effective Date a certificate or certificates of insurance evidencing such coverage. OVG shall maintain such referenced insurance coverage at all times during the Term and will not make any material modification or change from these specifications without the prior written approval of Owner. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by Owner's Chief Financial Officer. Each certificate shall include a statement under Description of Operations as to why the certificate was issued.

Section 15.2 Additional Terms; Third Parties. All insurance policies shall comply with all additional terms listed on Exhibit E, attached hereto. OVG shall require that all third-party users of the Facility, including without limitation third-party licensees and/or vendors, to provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If OVG subcontracts any of its obligations under this Agreement, OVG shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name OVG and Owner as additional insureds. For avoidance of doubt, OVG has the affirmative duty to ensure all third-party users and subcontractors engaged by OVG hereunder, comply with the requirements of this Article 15, including ensuring all applicable insurance policies cover the type and duration of each event, project, or other occurrence for which the third-party users or subcontractors will be utilizing the Facility.

ARTICLE 16
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 16.1 OVG Representations and Warranties. OVG hereby represents, warrants, and covenants to Owner as follows:

(a) that it has the full legal right, power, and authority to enter into this Agreement and to grant the rights and perform the obligations of OVG herein, and that no third-party consent or approval is required to grant such rights or perform such obligations hereunder;

(b) that this Agreement has been duly executed and delivered by OVG and constitutes a valid and binding obligation of OVG, enforceable in accordance with its terms, except as such

enforceability may be limited by bankruptcy, insolvency, reorganization, or similar Laws affecting creditors' rights generally or by general equitable principles;

(c) that OVG will comply with all Laws applicable to its management of the Facility, provided that OVG shall not be required to undertake any compliance activity, nor shall OVG have any liability under this Agreement therefor if such activity requires any Capital Expenditure or funding of an Operating Expense that is not funded by Owner;

(d) that OVG shall, to the best of its knowledge and belief, comply with all applicable provisions of the Americans with Disabilities Act, all applicable amendments thereto, and all applicable federal regulations promulgated thereunder (collectively, the "ADA");

(e) that, to the best of its knowledge and belief, all programs, policies, and alterations of any type initiated by OVG shall comply with the 2010 Standards for Accessible Design, the ADA Title II regulation, Section 504 of the 1973 Rehabilitation Act, all applicable amendments thereto, and all similar statutes and regulations prohibiting discrimination on the basis of disability;

(f) that OVG shall, to the best of its knowledge and belief, ensure that its websites and all online services, including those websites or online services provided by third parties upon which OVG relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines – WCAG 2.1 AA;

(g) that, to the best of its knowledge and belief, no relationship exists or will exist, during the Term hereof, between OVG and Owner that is a conflict of interest. The provisions of Iowa Code Chapter 68B (Government Ethics and Lobbying Act) shall apply to this Agreement. Accordingly, OVG shall promptly report any potential conflicts of interest to Owner;

(h) that OVG has not employed any person to solicit or procure this Agreement. OVG has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with this Agreement;

(i) that, to the best of its knowledge and belief, all the materials and services produced or provided to Owner pursuant to the terms of this Agreement shall be wholly original with OVG or that OVG has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such materials and services. OVG represents and warrants, to the best of its knowledge and belief, that said materials and services, and Owner's use of the same, in accordance with this Agreement, and the exercise by Owner of the rights granted to it by this Agreement, in accordance with this Agreement, will not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. OVG further represents and warrants, to the best of its knowledge and belief, that said materials and services do not infringe upon the copyright, trademark, trade name, trade dress, patent, statutory or common law, or any other rights of any person, firm, corporation, or other entity.

Section 16.2 Owner Representations, Warranties and Covenants. Owner represents, warrants, and covenants to OVG as follows:

(a) that it has the full legal right, power, and authority to enter into this Agreement and to grant the rights and perform the obligations of Owner herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facility is, as of the Effective Date and to the best of Owner's knowledge and belief, in compliance in all respects with all applicable Laws relating to the construction, use, and operation of the Facility (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facility.

(d) that to the best of its knowledge and belief, that any materials provided by or modified by Owner hereunder, do not infringe upon the copyright, trademark, trade name, trade dress, patent, statutory or common law, or any other rights of any person, firm, corporation, or other entity.

(e) that as of the Commencement Date, OVG shall have the full exclusive rights to the Facility as set forth herein, and no third party shall retain any rights to, or control of, the Facility or in connection with the exclusive services being provided by OVG hereunder.

ARTICLE 17
FEDERAL TAX REQUIREMENTS

Section 17.1 Compliance with Federal Tax Requirements. OVG understands that all or a portion of the Facility has been or may be financed on a tax-exempt basis (such financing, the "**Bonds**") and, as a result, Owner must comply with the Internal Revenue Code of 1986, as amended, and certain treasury regulations promulgated thereunder (collectively, the "**Code**"), with respect to the use and management of the Facility by OVG, and any other nongovernmental user of all or a portion of the Facility. OVG agrees to cooperate with Owner in complying with the requirements of the Code with respect to private business use of property financed with the Bonds at the Facility. Without limiting the generality of the foregoing, OVG agrees that the compensation hereunder does not and is not intended to provide OVG a share of the net profits of the Facility and agrees to cooperate with Owner in maintaining the safe harbor conditions provided in Revenue Procedure 2017-13 (as modified, amplified and/or superseded, the "**Rev. Proc.**") regarding qualified management contracts, and acknowledges that, as of the Effective Date, the Rev. Proc. includes the following safe harbor conditions, among others, that must be satisfied to ensure that the Bonds will maintain their tax-exempt status:

(a) OVG and any other third-party manager shall agree that it is not entitled to and shall not take a tax position with respect to the Facility or any management agreement that is inconsistent with being a service provider to Owner that provides services at the Facility, including, without limitation, taking any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Facility.

(b) In connection with OVG or any other third-party manager's services at the Facility and as described in the Rev. Proc., Owner approval is required for: **(i)** the annual budget of the Facility; **(ii)** each disposition of any portion of the Facility, **(iii)** rates charged for the use of all or any portion of the Facility, and **(iv)** and the general nature and type of use of the Facility by OVG.

(c) Owner bears risk of all loss, including casualty loss of the Facility.

(d) Neither OVG nor any other third-party manager shall have any role or relationship with Owner that, in effect, substantially limits Owner's ability to exercise its rights under any management agreement.

OVG agrees to cooperate in good faith with Owner in order to ensure that this Agreement and OVG's services hereunder comply the requirements of the Code with respect to private business use of property financed with the Bonds at the Facility, including but not limited to, maintaining the safe harbor conditions provided in the Rev. Proc (collectively, the "**Private Use Requirements**"). If Owner reasonably determines that the Commercial Rights Services or any other of OVG's services or actions hereunder violate the Private Use Requirements, OVG shall reasonably cooperate (without expenditure of material funds) to cease such services or actions following notice thereof from Owner. If following a good faith negotiation period of not less than 90 days (the "**Negotiation Period**"), Owner continues to reasonably determine that OVG's services or actions hereunder violate the Private Use Requirements notwithstanding OVG's reasonable cooperation efforts, Owner may terminate this Agreement in its sole discretion and without penalty for a period of 60 days following the end of the Negotiation Period. If Owner does not terminate this Agreement during such 60-day period, such termination right shall expire.

If Owner reasonably determines that the terms of this Agreement violate the Private Use Requirements, the parties shall proceed in accordance with Section 17.2 below as if Changes (as defined below) had occurred.

Section 17.2 Future Changes in Federal Tax Requirements. OVG agrees to negotiate in good faith with Owner to amend this Agreement from time to time (each, an "**Amendment**") to address any interpretations, modifications, or other changes in federal tax requirements regarding tax-exempt bonds, which may include any modifications and amplifications of the Rev. Proc. or requirements superseding the Rev. Proc. taking place after the Effective Date (collectively, "**Changes**") to ensure that the tax-exempt status of the Bonds utilized to finance all or a portion of the Facility is maintained. The parties acknowledge and agree that the terms of an Amendment shall be limited to modifying this Agreement in order to **(i)** maintain the tax-exempt status of the Bonds notwithstanding such Changes (without requiring a partial redemption or other remedial action with respect to the Bonds), and **(ii)** ensuring that the financial arrangements under this Agreement are materially maintained. Notwithstanding anything herein to the contrary, if following a Negotiation Period this Agreement is unable to be amended to the satisfaction of Owner with respect to clause (i) above, or Manager with respect to clause (ii) above, then this Agreement may be terminated by the applicable dissatisfied party in its sole discretion and without penalty for a period of 60 days following the end of the Negotiation Period. If neither party terminates this Agreement during such 60-day period, such termination right shall expire.

Section 17.3 Remedies. Owner acknowledges and agrees that OVG is not responsible for determining whether this Agreement or the services hereunder comply with the Code or the Rev. Proc. or otherwise with the requirements of the Bonds, and is relying on Owner's good-faith, reasonable determinations as to such matters. As such, OVG shall bear no responsibility with respect to maintaining the tax-exempt status of the Bonds, under no circumstances shall OVG be liable for any failure by Owner to maintain the tax-exempt status of the Bonds, notwithstanding anything to the contrary in this Agreement (including in connection with OVG's indemnification obligations set forth in Section 14), and Owner's sole remedies under this Agreement in relation to the Bonds or pursuant to this Section 17 shall be termination of the Agreement as set forth in Sections 17.1 and 17.2 above.

ARTICLE 18
MISCELLANEOUS

Section 18.1 PCI Compliance. The parties agree to comply with all current and future Payment Card Industry Data Security Standards ("**PCI Standards**") and guidelines that may be published from time to time by Visa, MasterCard, or other associations as they relate to the storage of payment card data. For PCI Standards compliance purposes, the Facility shall include a segmented network, an appropriate number of wired data connections to the Internet for point-of-sale devices ("POS") to be used by OVG and any contractors at the Facility. If Owner provides such network, Owner shall be responsible for the security of its network, including, without limitation, applicable PCI Standards compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. Notwithstanding the foregoing, if provided for in the Investment by OVG, OVG shall be responsible for procuring and installing POS payment systems that are compliant with the latest PCI Standards and in such case OVG shall be responsible for the PCI Standards compliance of its POS systems it provides. If at any time either party determines that data covered by PCI Standards has been compromised, such party will notify the other without undue delay and provide reasonable assistance in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. OVG agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, creed, sexual orientation, gender identity, gender expression, pregnancy, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, creed, sexual orientation, gender identity, gender expression, pregnancy, marital status, familial status, genetic information, age, status with regard to public assistance, status as a veteran, or any other classification protected by Laws, except where age or sex is an essential, bona fide occupation requirement, or where disability is a bona fide occupational disqualification or as otherwise permitted by Laws. Such action shall include, but not be limited to the following: (a) employment, (b) upgrading, (c) demotion or transfer, (d) recruitment or advertising, (e) layoff or termination, (f) rate of pay or other forms of compensation, and (g) selection for training, including apprenticeship. OVG will use commercially reasonable efforts to include the provisions of these nondiscrimination clauses in any applicable Service Contracts, unless exempt by the rules, regulations, or orders of Owner or where such terms would be inappropriate or inapplicable.

Section 18.3 Use of Facility Names and Logos. OVG shall have the right to use throughout the Term (and permit others to use in furtherance of OVG's obligations hereunder), for no charge, the name and all logos of the Facility, on OVG's stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that OVG shall take all prudent and appropriate measures to protect the intellectual property rights of Owner relating to such logos. All intellectual property rights in any Facility logos developed by OVG or Owner shall be and at all times remain the sole and exclusive property of Owner. OVG agrees to execute any documentation requested by Owner from time to time to establish, protect, or convey any such intellectual property rights.

Section 18.4 Facility Advertisements. Owner agrees that in all advertisements placed by Owner for the Facility or events at the Facility, whether such advertisements are in print, on radio, television, the internet, or otherwise, it shall include a designation that the Facility is "Managed by Oak View Group".

Section 18.5 Force Majeure; Casualty Loss.

(a) A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claims for damages, if and to the extent such delay or failure is caused by an Event of Force Majeure. Provided, however, that the party who is delayed or prevented from performing by an Event of Force Majeure shall, within a period not to exceed 14 (fourteen) days after the occurrence or detection of any such event, give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, or as mutually agreed between the parties. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm, or other casualty loss that renders the Facility (or a material portion thereof) untenantable, Owner shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenantable for a period estimated by an architect selected by Owner at OVG's request, of at least one hundred eighty (180) days from the date of such fire, storm, or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that **(i)** Owner shall pay to OVG its costs of withdrawing from services hereunder, as described in Section 4 above, and **(ii)** in the event the Facility once again becomes tenable at any time during the Term, this Agreement shall, at the option of OVG, once again become effective and OVG shall manage and operate the Facility under the terms hereof, except that the Term shall be extended for a period of time in which the Facility was untenantable.

Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger, or other business combination involving all or substantially all of its assets or equity interests; provided, however, that Owner shall have the right to reasonably evaluate the experience, qualifications, and financial standing of the proposed assignee and make reasonable objection thereto. The Owner shall notify OVG in writing of any objection to the proposed assignment (with reasonable specificity as to the nature of, and reason for, each such objection) within 10 days after OVG has notified Owner in writing of a proposed assignment. Owner's consent to the assignment shall be presumed unless it has timely notified OVG of its objection(s) as provided herein. If Owner so objects, and Owner's objections have not been resolved to Owner's satisfaction, then OVG may proceed with the assignment only if OVG agrees in writing to remain liable to Owner under this Agreement for the performance of the duties of OVG hereunder, notwithstanding the assignment. Notwithstanding the foregoing, OVG may, without the necessity of obtaining Owner's prior written consent, assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of OVG as opposed to materially or substantially altering the method of delivery of services to Owner or the kind or quality of the same. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when

delivered, if delivered personally, four (4) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Owner:	If to OVG:
City Manager's Office City Hall 50 W 13th Street Dubuque, IA 52001 Attn: City Manager	Oak View Group 5050 S. Syracuse Street, Suite 800 Denver, CO 80237 Attn: Chief Operating Officer
With a copy to:	With a copy to:
City Attorney's Office 300 Main Street, Suite 330 Dubuque, IA 52001 Attn: City Attorney Email: cityattorney@cityofdubuque.org	Oak View Group – Legal Department 5050 S. Syracuse Street, Suite 800 Denver, CO 80237 Attn: OVG360 Legal Department Email: OVG360Legal@oakviewgroup.com

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements, or understandings, whether oral or written.

Section 18.9 Disputes; Governing Law; Venue. The parties agree to act immediately to resolve any dispute arising with respect to this Agreement. Time is of the essence in the resolution of disputes. OVG agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement which are not affected by the dispute; Owner agrees that it shall continue to make payment for all services performed as outlined in this Agreement. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Iowa without regard to its conflict of laws principles. Venue for any action arising out of this Agreement shall be in the Iowa District Court for Dubuque County, Iowa or the Federal District Court for the Northern District of Iowa, Eastern Division, and the parties hereby irrevocably consent to the jurisdiction of such courts.

Section 18.10 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change,

waiver, or termination is sought. The parties shall work in good faith immediately following execution hereof to reach an agreement regarding one or more amendments to this Agreement and/or the Grand River Agreement in order to better align the two agreements in terms of duration; budgets; allocation of expenses, revenues, and personnel; and such other matters as the parties may mutually agree.

Section 18.11 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.12 Relationship of Parties. OVG and Owner acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between Owner and OVG. In operating the Facility, entering into contracts, accepting reservations for use of the Facility, holding events, and conducting financial transactions for the Facility, OVG acts on behalf of and as agent for Owner (but subject to the limitations on OVG's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.13 No Third-Party Beneficiaries. Other than the indemnitees listed in Sections 14.1 and 14.2 hereof (who are third-party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third-party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.14 Attorneys' Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable outside attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.15 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability, or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by OVG for the management fees described herein upon a breach or default of this Agreement by Owner.

Section 18.16 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 18.17 Currency. All prices and financial terms referenced herein are intended to be in U.S. dollars, and shall remain in U.S. dollars despite any exchange rate.

Section 18.18 Regulatory Agency Compliance. OVG shall in connection with its performance under this Agreement, materially comply, to the best of its knowledge, with applicable laws and regulations set forth by regulatory agencies is required. These agencies include but are not limited to, OSHA (the Occupational Safety and Health Administration), EPA (the Environmental Protection Agency), ICC (the Interstate Commerce Commission), DNR (the Department of Natural Resources), and DOT (the Department of Transportation), including all similar state and federal agencies.

Section 18.19 Suspensions and Debarment. OVG further certifies that it is not presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in any contract with Owner or the State of Iowa. OVG shall ensure that all subcontractors utilized by OVG for any service or product referenced in this Agreement make a similar representation to those contained in the provisions of this paragraph.

Section 18.20 Tax Exemptions. Owner is exempt from sales tax and certain use taxes, and if requested by OVG shall provide substantiation of such exemption. Any charges for taxes for which Owner is exempt will be deducted from invoices before payment is made.

Section 18.21 Number, Gender, Captions, and Headings. All words and phrases contained herein, including acknowledgements hereof, shall be construed as the singular or plural number, and as masculine, feminine, or neuter gender according to the contexts. The captions and section headings are for convenience only and shall not be used in the interpretation or enforcement of any provision of this Agreement.

Section 18.22 No Inference Against Drafter. Each party hereto acknowledges that this Agreement was negotiated by the parties, each represented by counsel and each having participated in the drafting of this Agreement. Therefore, no inference, presumption, or burden of proof shall arise favoring any party by virtue of the authorship of any provision of this Agreement.

Section 18.23 Vehicle Use. Upon full execution of this Agreement, Owner shall provide OVG with title to and keys for one or more motor vehicles to be used by OVG in connection with the performance of its obligations under this Agreement (collectively, the "**Vehicles**"). OVG shall promptly take title to and insure the Vehicles upon receipt. Upon expiration or earlier termination of this Agreement for any reason, title to each Vehicle shall revert to Owner, who shall promptly assume ownership and insurance responsibility for the Vehicles. Each party shall have a reasonable opportunity to inspect the Vehicles prior to any transfer of title. OVG shall ensure that, prior to any transfer of title, any damage to a Vehicle exceeding ordinary wear and tear shall be repaired at OVG's expense. All Vehicles shall be transferred **AS IS, WHERE IS, AND WITH ALL FAULTS**, except that the Owner represents and warrants that, at the time of initial transfer to OVG, the Vehicles shall be free from latent defects, and Owner shall remain responsible for any claims arising directly from such latent defects. As of the Effective Date, the Vehicles are as follows: 2018 Ford F250, VIN 1FTBF2B69KEE05882.

ACCEPTED AND AGREED as of the Effective Date:

THE CITY OF DUBUQUE, IA	**GLOBAL SPECTRUM, L.P. d/b/a Oak View Group**
	By: Global Spectrum, LLC, its general partner
By: _____	By: Brian Rothenberg (Jun 12, 2025 15:13 EDT)
Name: Brad M. Cavanagh	Name: Brian Rothenberg
Its: Mayor	Its: President

SCHEDULE 1

DEPICTION OF FIVE CIVIC CENTER UNDER OVG'S MANAGEMENT

EXHIBIT A-1
OVG MANAGEMENT DUTIES

OVG's management obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, groundskeeping, promotions, advertising, energy conservation, security, box office, admission procedures, and general user services in a cost efficient, high quality, and efficient manner that meets the highest industry standard.

(b) Establish and adjust prices, rates, and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. OVG may deviate from the established rate schedule when entering into any such agreements if determined by OVG, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer, and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facility.

(d) Require that all vendors and licensees of the Facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Prior to accepting any event or other booking, provide Owner with standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facility. OVG shall submit such form agreements to Owner for review and comment, and the parties shall work together to finalize such forms. Once finalized, OVG shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior written approval of Owner (which shall not be unreasonably withheld or delayed). OVG's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility through exercise of the commercially reasonable standards of maintenance and preservation, subject to approved Operating Budgets, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by OVG.

(h) Upon reasonable request, allow Travel Dubuque real time-access to information, such as the booking and events calendar (including date holds) and customer relationship components.

(i) Hire or otherwise engage, pay, supervise, and direct all personnel OVG deems necessary for the operation of the Facility in accordance with Article 6 of the Agreement, and conduct staff planning, retention, and training programs as determined to be necessary by OVG in its sole discretion.

(j) Maintain detailed, accurate, and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to Owner upon request, in accordance with Section 10.1 of the Agreement.

(k) Submit to Owner in a timely manner financial and other reports detailing OVG's activities in connection with the Facility, as set forth in Section 10.2 of the Agreement.

(l) Prepare a proposed annual Operating Budget and submit such proposed budget to Owner, both in accordance with Article 7 of the Agreement.

(m) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision, and management of the Facility from the Operating Account or with funds otherwise made available by Owner.

(n) Secure, or assist Owner (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility, including without limitation all necessary food and liquor licenses, and renewals thereof. Owner shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(o) Collect, deposit, and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(p) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(q) Subject to Owner making available sufficient funds in a timely manner, pay all Taxes.

(r) Plan, prepare, implement, coordinate, and supervise all public relations and other promotional programs for the Facility.

(s) Prepare, maintain, and implement on a regular basis, subject to Owner's yearly approval, a Marketing Plan for the Facility.

(t) Develop and establish open, clear, and responsive reporting systems with the Owner, utilizing measurable and reported performance metrics. Metrics will be established in the first six (6) months of the Commencement Date and reviewed and updated on a yearly basis.

(u) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools, and vehicles at the Facility, and deliver a written report of the foregoing to Owner. OVG shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by OVG, and OVG shall promptly notify Owner of any such damage or loss.

(v) Purchase, on behalf of Owner and with Owner funds, and maintain during the Term, all materials, tools, machinery, equipment, and supplies necessary for the operation of the Facility.

(w) As agent for Owner, manage risk management and Facility insurance needs, as more fully described in Article 15 of the Agreement.

(x) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. OVG shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced, or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by Owner, shall be deemed the property of Owner, including any item paid for with funds from the Operating Account.

(y) Cause such other acts and things to be done with respect to the Facility, as determined by OVG in its reasonable discretion, to be necessary for the management and operation of the Facility following the Commencement Date.

EXHIBIT A-2
OVG FOOD AND BEVERAGE SERVICES

OVG will provide high quality food and beverage services. OVG's food and beverage obligations under the Agreement shall consist of the following, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Develop and implement all necessary policies and procedures for the food and beverage operations;

(b) Engage and oversee employees necessary to perform the Food and Beverage Services;

(c) Manage the Food and Beverage Services in compliance with and subject to all federal, state, and local laws, ordinances, and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Services;

(e) Keep the food and beverage facilities and equipment neat, clean, and in a sanitary condition;

(f) Undertake appropriate advertising, marketing, and promotion of the food and beverage offerings at the Facility;

(g) Develop menus, portions, brands, prices, themes, and marketing approaches. OVG (or the third-party concessionaire, as applicable) shall be entitled to set the prices for such items for sale;

(h) Order, stock, prepare, pay for (as an Operating Expense), and sell appropriate foods and beverages; and

(i) Obtain and maintain all licenses and permits necessary for the operation of the Food and Beverage Services, including those required for the on-premise sale of alcoholic beverages. Owner shall offer reasonable assistance to OVG in obtaining and maintaining such licenses and permits. The cost of such licenses and permits (including the cost to obtain such licenses and permits, such as legal costs associated therewith) shall be Operating Expenses.

For avoidance of doubt, to the extent OVG subcontracts or otherwise assigns the foregoing Food and Beverage Services, in accordance with this Agreement, such third party (including, if applicable, any Affiliate) shall be obligated to obtain and/or maintain any license or permits required hereunder, including, without limitation, any liquor licenses required for the on-premise sale of alcoholic beverages, and Owner agrees to reasonably assist such third party in connection therewith, as directed by OVG.

EXHIBIT A-3
OVG COMMERCIAL RIGHTS SERVICES

OVG's obligations in respect of the sale of Commercial Rights under the Agreement shall consist of the following, all of which are subject to the terms hereof and the controls and restrictions of the Operations Manual.

(a) Actively market the Commercial Rights at and with respect to the Facility, and, will regularly apprise Owner of its sales prospects and the status of any potential sales of Commercial Rights;

(b) Develop advertising system design and consult with Owner on proposed inventory;

(c) Create rate cards and packages, target lists, and vendor packages, as necessary;

(d) Develop Naming Rights and sub-Naming Rights packages/pricing, if applicable;

(e) As requested by Owner, during quarterly meetings with Owner, reports detailing OVG's sales of Commercial Rights.

EXHIBIT B
QUALITATIVE INCENTIVES

OVG shall be eligible to earn a Qualitative Incentive up $45,000 ($15,000/Operational Benchmark) to reach each of the following benchmarks (each, an "**Operational Benchmark**"). The achievement of the Operational Benchmark(s) shall be determined by Owner, in its reasonable and good faith discretion based on its evaluation of OVG's performance during each Operating Year. Notwithstanding the foregoing, OVG shall notify Owner to the extent it deems any Operational Benchmark has been achieved (as set forth below) and shall provide reasonable proof thereof. Once the parties agree in writing (email shall be sufficient) that any such Operational Benchmark has been achieved, the applicable Incentive Fee(s) for the applicable Operating Year shall become due as set forth in Section 3.2 of this Agreement and may be paid by OVG out of the Operating Account. The Operational Benchmarks may be revisited every two (2) years based upon the Facility renovations and redevelopment as it takes place by mutual agreement of OVG and Owner. The parties would establish revised Operational Benchmark by February 1, prior to the next year's budget being established.

1. *Economic Impact-Focused Targeted Events and Performances* – Attraction of events that by their financial model positively affect the bottom-line budget resulting in a positive impact on the Facility and Owner's budget and positively impact neighboring businesses and overnight stays.

2. *Stakeholder Development Relationship* – Build a strong business relationship with Travel Dubuque, Dubuque Area Chamber of Commerce, Dubuque Main Street, hoteliers, businesses, youth sports, and performing arts on mutual strategy development, an increased level of collaboration, and focused approach on event mix, relational economic impact, stakeholder/tenant relationships, and overall civic center business improvement model benefiting OVG, the Owner, and the community.

3. *Operating Budget Success* – OVG has successfully developed and managed an Operating Budget for the applicable Operating Year.

EXHIBIT C
OPERATING BUDGET (FIRST OPERATING YEAR)

[*to be attached*]

	Updated OVG Proforma Yr 1
Attendance	65,000
# of Events	158
Event Days	150
Rental Income	$ 57,108
Service Income	$ 652,674
Service Expenses	$ (649,968)
Total Direct Event Income	$ 59,814
F&B Concessions	$ 188,675
F&B Catering	$ 25,000
Merch	$ 8,741
Parking	$ 8,107
Other (Promoter Rebate)	$ -
Total Ancillary Income	$ 230,523
Other Event Income	
Ticket Rebates	$ 118,041
Facility Fees	$ 101,566
Total Other Event Income	$ 219,608
Total Event Income	$ 509,944
Advertising Income - Signage	$ 85,000
Other Operating Income	$ 25,000
Total Other Operating Income	$ 110,000
Adjusted Gross Income	$ 619,944
Expenses	
Salaries & Wages	$ 1,009,693
Benefits	$ 209,731
Less: Event Labor Allocation	$ (204,763)
Net EE Wages and Benefits	$ 1,014,661
Contracted Services	$ 35,000
General & Admin	$ 186,797
Operations	$ 21,474
Repair & Maintenance	$ 69,975
Supplies	$ 22,500
Insurance	$ 110,000

Utilities	$	251,013
Other	$	3,270
Management Fees	$	133,215
Less: Expenses Allocated	$	(29,052)
Total Operating Expenses	$	1,818,854
Net Income (Loss) From Operations	$	(1,198,910)

EXHIBIT D
EXISTING CONTRACTS

CONTRACTS:
Cummins Sales & Service (generator)
Gary's Pest Control (pest)
Kone (elevator)
Midwest Overhead Crane (arena rigging)
Racom (security cameras)
Autodesk, Inc. (Auto CAD)
Computer Doctors, Inc. (Microsoft 365)
Fiserve Inc. (Clover)
IEBA (conference registration)

SPONSORSHIPS:
Green State Credit Union
RE-Max
River Bluff Creative
Diamond Jo Casino
Kwik Stop

EXHIBIT E
INSURANCE

OVG shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Schedule E-1, attached hereto, prior to commencing work. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget.

All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

Each certificate shall be furnished to the Finance Department of the City of Dubuque.

Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

OVG shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. OVG agrees that they shall be liable for the failure of a subconsultant and sub- subconsultant to obtain and maintain such coverages. Owner may request a copy of such certificates from OVG.

All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the City of Dubuque's Chief Financial Officer and subject to OVG identifying and listing in writing all deviations and exclusions from the ISO form.

OVG shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit E-I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

OVG shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

All certificates of insurance must include agents name, phone number, and email address.

The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

Schedule E - 1

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written on a form equivalent or more broad than ISO form CG 00 01 or business owners form BP 00 02.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include additional insured endorsement for:

   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Policy shall include Waiver of Right to Recover from Others endorsement or by blanket waiver of subrogation endorsement.
4) OVG shall provide thirty (30) days' advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days' written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If OVG's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.
2) Include endorsement indicating that coverage is primary and non-contributory.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A Statutory—State of Iowa
Coverage B Employers Liability

Each Accident	$100,000
Each Employee-Disease	$100,000
Policy Limit-Disease	$500,000

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

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

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

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

X Yes ____ No

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

G) CONCESSIONAIRE BOND $25,000

H) DRAM SHOP $3,000,000

Please be aware that naming the City of Dubuque as an additional insured as is required by this

Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

EXHIBIT F
TRANSITION BUDGET

Five Flags Arena & Theater
Actual Transition Expenses vs Budget

Travel Expense Summary	Actual	Budget	Difference
Administration	$0	$16,675	($16,675)
Finance	$0	$8,625	($8,625)
Operations	$0	$8,625	($8,625)
HR	$0	$1,725	($1,725)
Marketing	$0	$1,150	($1,150)
Partnerships	$0	$1,725	($1,725)
Hospitality	$0	$0	$0
Total	$0	$38,525	($38,525)

Other Expense Summary

		Actual	Budget	Difference
5130-6290	Goodwill	$0		$0
5130-6170	Gifts - Welcome Party	$0	5000	($5,000)
5250-7250	Photography	$0		$0
5180-6600	Advertising	$0		$0
5250-6970	Office Supplies	$0		$0
5250-6980	Postage	$0		$0
5250-7000	Printing	$0	1000	($1,000)
5170-6490	Licenses, Permits Fees	$0	2025	($2,025)
5250-6880	Dues & Subscriptions			$0
5190-6680	Software & Licensing Expense	$0	2000	($2,000)
5210-6670	Procurement	$0		$0
5210-7427	Equipment	$0		$0
5250-6800	Recruitment	$0		$0
5090-5910	SALARIES	$0		$0
5110-5460	PAYROLL TAXES	$0		$0
5250-6270	Relocation	$0	15000	($15,000)
5250-7110	Contingency	$0		$0
5250-6700	Other Expenses	$0		$0
5250-7070	Uniforms	$0	5250	($5,250)
5250-6770	Linen & Cleaning	$ -		$ -
5180-6590	Meeting & Marketing	$ -		$ -
	Total Other Expenses	$0	30275	($30,275)

Total Transition Costs	$0	$68,800	($68,800)

OVG360 Dubuque IA - Five Flags Mgmt FB Agr v7 (Execution Copy) eff.7-1-25

Final Audit Report 2025-06-12

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By:	Cait Burggraf (cait.burggraf@oakviewgroup.com)
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Adobe Acrobat Sign

Operations Management Services
Request for Proposal

Five Flags Civic Center
City of Dubuque, Iowa

Issue Date: January 16, 2025
Closing Date & Time: February 13, 2025, 10:00 a.m. CST

Leisure Services Department
1157 Central Avenue
Dubuque, Iowa 52001-5016

1.0 INTRODUCTION

The City of Dubuque, Iowa (the "City") is soliciting competitive sealed proposals from qualified professional management firms capable of providing a full range of comprehensive management services with a well-proven track record of services consistent with generally accepted operation of a civic/events center and historic theater. This proposal is for the Five Flags Civic Center ("FF"), located at 405 Main Street in Dubuque, Iowa.

FF has long served as an important community asset for Dubuque and its residents. Over the years, Five Flags has served as a critical gathering place in Dubuque, hosting thousands of entertainment events, performing arts, sports, and civic events. The primary elements of the current Five Flags Civic Center are the 4,000-seat arena (24,500-square foot of flat space), a 711-seat historic performing arts theater, 1,950-square feet of meeting space, and a 1,700-square foot black box theater.

The City is seeking a professional, financially sound company and team to operate, market, and manage FF under contract with the City of Dubuque. The City invites management firms to create a proposal that would establish a relationship with the City that will be most beneficial to both the City and the management firm.

The City invites submittals from qualified firms that have proven experience in providing comprehensive management, marketing, and full-service operations at civic and events facilities in comparable or larger markets. This Request for Proposal (RFP) is for consolidated services. That is, firms should be prepared to provide all management, marketing, and operations services. The City will consider a firm's use of affiliated companies, joint ventures, or subcontractors, to provide consolidated services. Such use is only acceptable after review by the City, and upon written approval.

At the conclusion of the RFP process described herein, and upon execution of a Management Agreement (the "Agreement"), a firm will be selected for the comprehensive management, marketing, and operation of FF consistent with generally accepted operations of a civic and events center and historic theater. The selected firm will serve as an independent contractor of the City. Unless previously approved by the City, in writing, under no circumstances shall the work or services covered by this agreement be subcontracted and the management firm must function as the single point of responsibility for the City.

Responsibilities of the selected firm will include but are not limited to: budgeting; hiring and training of staff; the maintenance of the land, building, furniture, fixtures, and equipment; local and national sales and marketing of FF; coordinating with the City and managing relationships with various product and service providers; coordination of FF utilization, scheduling, negotiating, and licensing of events, and additional responsibilities that may be required in the Agreement.

The City owns FF building, the land on which the building is situated, and related furniture, fixtures and equipment ("FF&E"). The selected firm shall furnish such personal property as may be required to carry out the firm's obligations (such as office supplies) and any other services as may be required by the Agreement or as otherwise agreed with the City. The selected Firm and General Manager will communicate with the Contract Administrator (currently the Leisure Services Director).

History

FF's location began as a hotel on the corner of Fourth and Main Street named the City Hotel in the 1840's. In 1862, William G. Stewart purchased the building and began converting it into a theater. Over the next 45 years, the venue endured a number of different owners and name changes, until the original structure was destroyed in a fire in April 1910. The existing theater was designed and built by C.W. and George L. Rapp of Chicago, who were highly regarded as some of America's premier theater architects. The theater continued to operate in a variety of capacities until 1969 when it was earmarked for demolition as part of Dubuque's 12-block downtown urban renewal program. Those opposed to the demolition believed the facility was an irreplaceable treasure and began obtaining private donations to combine a restored theater with a new exhibition-arts facility for an all-purpose civic center on the block bordered by Fourth, Fifth, Main, and Locust Streets.

A fund drive began in 1971 to renovate the venue and build an adjoining arts arcade and exhibition hall. In 1972, the Orpheum was placed on the National Register of Historic Places. The theater was restored in 1975, renamed the Five Flags Theater and reopened in 1976. Shortly thereafter, a bond referendum was held for the construction of the Five Flags Civic Center, to be attached to the existing theater. An overwhelming 70 percent majority approved of the project. The complex is connected to the theater. The Civic Center opened its doors in 1979, alongside the restored Theater on Fourth and Main taking up a full city block. The bond was a $3.7 million project. Additional upgrades and renovations were completed in 2005 at a cost of just over $2.0 million.

At it's opening FF in 1979 was a city managed facility. In August 2003, an analysis of FF took place to determine what could be done to hold the line on expenses or reduce the property tax supporting that operation. After weighing the advantages and disadvantages of all options considered, the City contracted SMG (now ASM Global) in April 2004 to privately manage FF. The current management agreement ends June 30, 2025. The entire FF facility is owned by the City.

In December 2022, the Dubuque City Council approved $24 million project to renovate the Five Flags complex after three separate studies. The selected management firm will be expected to advise the City on industry best practices and revenue generation opportunities during the renovation process and recommend how to best implement the renovation schedule while minimizing operational disruptions. The RFP to select a consultant to begin the renovation process is expected in the second half of 2025. The current FY 25 capital budget has $600,000 budgeted for the consultant plus project and construction management services.

City of Dubuque
Recommended Capital Improvement Summary
FY 2025 - FY 2029

PROGRAM/ DEPT	PROJECT DESCRIPTION	SOURCE OF FUNDS	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
CIVIC CENTER DIVISION								
Culture and Recreation								
	Five Flags Building Improvements	GDTIF G.O. Debt, Greater Downtown TIF	$ —	$ 2,800,000	$ 3,094,678	$ 8,587,322	$ 8,972,000	$ 23,454,000

Timeline for Services

It is the intent of the City that the new management agreement will begin at **12:01 a.m. on July 1, 2025**.

2.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, directly adjacent to Illinois and Wisconsin. As Iowa's oldest city, Dubuque is a community well known for its historic and architectural beauty. The City is over 30 square miles in area, with a population of nearly 60,000. The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education, and employment center for the tri-state area. Tourism is a major economic force in the community.

The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. FF has a Civic Center Advisory Commission made up of local residents. The City funds a full range of municipal services. City government works in collaboration and partnership with the private and non-profit sectors to promote economic development and sustainability. Downtown, neighborhood, and riverfront planning, sustainability, and revitalization are long-standing priorities of the City. The City's website showcases and provides information on many aspects of the City's operations. City Council goals and priorities are available on the City's website.

The Mayor and City Council have identified becoming a more sustainable and resilient city as one of their top priorities for over 18 years. Implementation of a community-defined sustainability plan is among the Council's priorities. Find out more at www.sustainabledubuque.org.

The City is striving to be an equitable community of choice, one that is data driven, outcome focused, and built on the five pillars of sustainability, resiliency, equity, transparency, and compassion through people, partnerships, and planning.

The Imagine Dubuque Comprehensive Plan was adopted in 2017, following a year of community engagement that gathered over 12,500 ideas from more than 6,000 residents and stakeholders. The plan serves as a policy guide for the community's physical, social, and economic development. Implementation of the plan recommendations will rely on community participation, partnerships, and collaboration with residents and organizations. The goal is to create a more viable, livable, and equitable community. The City tracks progress on the Plan and details can be found on the webpage link above. Components of the plan are applicable to responses to the RFP.

Approximately 60,000 people work in Dubuque County and Dubuque's largest employers include John Deere Dubuque Works, Dubuque Community Schools, MercyOne Dubuque Medical Center, Medical Associates Clinic, P.C. Unity Point Health-Finley Hospital, Cottingham and Butler, and Sedgwick. The City of Dubuque and the Greater Dubuque Development Corporation ("GDDC") are focused on the continued growth and expansion of current Dubuque County businesses, recruitment of a new workforce, and welcoming new businesses to the community. Dubuque is home to higher education institutions, including the University of Dubuque, Clarke University, Loras College, Northeast Iowa Community College ("NICC"), and the neighboring University of Wisconsin-Platteville.

Dubuque has seen growth in its tourism industry year after year. Travel Dubuque has led award winning efforts showcasing all there is to do in Dubuque and the region. Dubuque's history as Iowa's first city and its beautiful historic architecture especially in Dubuque's downtown sets us apart as a travel destination that brings over 2,000,000 visitors to the area each year. The National Mississippi River Museum and Aquarium is in the nearby Port of Dubuque and is a major tourist attraction for the region. FF is located in the historic Main Street and next to the Historic Millwork District. Over 50 murals are located throughout downtown and create a unique experience for travelers and visitors to the community. Viking River Cruises hosts national and international travelers and docks in the Port of Dubuque. The ever-expanding Field of Dreams Movie Site is just a quick 20-mile drive away and attracts many travelers to the region. Explore Travel Dubuque's website and social media pages for more information.

3.0 PROPOSAL GOALS AND OBJECTIVES

This RFP seeks proposals from qualified firms that will address the goals and objectives outlined in this RFP. The selected firm will provide turn-key operations, management, and marketing services.

The selected firm will be expected to complete the contracted scope of work within the timeframe, under the general direction and coordination of the City's Contract Administrator (currently Lesiure Services Director Marie Ware) and the City Manager, as authorized by the City Council.

The City has identified the following operational goals and objectives for FF. The intent is to achieve these goals in the timeliest and most cost-effective manner while providing the highest quality customer service. Firms should consider these goals an important part of the RFP process, as the ability to meet them will be carefully evaluated in the selection process.

A. Manage day-to-day operations and maintenance of FF in a prudent, high quality, and efficient manner that meets the highest industry standard.

1. Maximize direct spending benefitting the Dubuque economy.
2. Maximize FF revenue generation with diverse revenue streams and minimize expenses through excellent management service. Achieve the greatest profitability while decreasing FF's cost impact on the City's budget.
3. Maximize the economic impact to the community, region, and state (via the accommodation of non-local events, concerts, performances, and shows) and overall utilization of the facility, while focusing on minimizing the annual operating cost for FF. Establish a mix of events including tenant activities, touring entertainment events/shows, sporting events, community events and more.
4. Implement a strong marketing and sales strategy that supports revenue goals.
5. Develop and implement an annual marketing plan for the facility to attract events, shows, concerts, and performances.
6. Expand outreach efforts and enhance usage of FF by developing and implementing initiatives to penetrate new markets, secure new events and activities, and promote FF.
7. Develop and execute strategies to ensure FF is competitive with other civic centers and historic theaters in comparable markets and modify such strategies as market conditions and trends change.

B. Provide superior services to booking agents, event planners, patrons, visitors, and other uses of FF by maximizing customer satisfaction as exhibited by an industry-wide positive image of FF and maximized re-bookings and routing opportunities.

1. Develop, implement, and monitor internal and external, independent performance measures to gauge and report levels of customer service satisfaction in various metrics.

C. Ensure that shows, performances, concerts, and other events are attracted to and retained at FF by producing a customer-friendly, client-friendly, and cost-effective environment. Provide promotional activities, seating, sponsorships, and ticket related services.

D. Properly maintain and safeguard the City's capital investment in FF through the exercise of the highest standards of maintenance and preservation, including the development and maintenance of a rolling 5–10-year capital improvements and equipment replacement budget and a well-established and documented maintenance plan.

E. Provide high quality food and beverage concession services.

F. Recruit and develop a customer-friendly, service-oriented, safe, well-trained workforce. Include plan for taking affirmative action to ensure that all employment practices are free from such discrimination. Include statement it is an Equal Opportunity or Affirmative Action employer.

G. Establish a system of communication and collaboration that encourages partnering between and among other segments of community.

1. Develop and enhance strong, collaborative working relationships and beneficial marketing strategies with the City, Travel Dubuque, Dubuque Main Street, Dubuque Area Chamber of Commerce, and Greater Dubuque Development Corporation.
2. Cooperate with Dubuque hotel and motel operators to increase and maximize local and nearby hotel and motel occupancy.
3. Work collaboratively with other City owned facilities including Grand River Center and ImOn Arena.

H. Respond to and support the ever-changing needs of the community and users of the facility with recommendations for expansion, renovations, and upgrades of services, technology, and equipment for first-class operations.

I. Develop and establish open, clear, and responsive reporting systems with the City, utilizing measurable and reported performance metrics.

1. Strive to meet and exceed benchmarks established in the Agreement and any adjustments thereto.

J. Achieve and exceed goals and objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.

4.0 PROPOSAL SCOPE OF SERVICES

In preparing a response to this RFP, the firm should describe the means or strategy by which they would satisfy the scope of services. The final scope of services will be negotiated with the selected firm. The scope of services in this section is preliminary and may be modified during the selection

and negotiation process. The City will evaluate submitted proposals and award an operations, management, and marketing agreement to selected firm based on the best proposed solution to each individual section listed below and in Section 3.0 Proposal Goals and Objectives.

The following outline represents the minimum components for performing the requested services.

A. Operation Management Services - Operation management services requires the professional management operator to manage, in the most efficient, high quality, and cost-effective manner possible, all aspects of FF operations such as groundskeeping, custodial and maintenance services, security, sales, booking, marketing, event services (including event set-up and tear-down, AV, event technologies, scheduling, promotions, business relationship development, sponsorship and promotional services), food and beverage services, financial and administrative services (including accounting, budgeting, purchasing, human resources, and contracting). Specific services and expectations of the professional management operator will include, but not be limited to the following:

1. Day-to-Day Management and Operation -

   a. Ensure that the facility is kept clean, safe, sanitary, and maintained in good working order.
   b. Conduct repairs as necessary, certifying that work is compliant with, and when possible, exceeds, City, state, and federal regulations.
   c. Manage FF & E internal to FF. Provide, or cause to be provided, all incidental services required in connection with FF or its events, including but not limited to client development, promotional activities, food service, and concessions.
   d. Maintain an adequate staff of courteous, well-trained, and efficient employees at FF and provide appropriate supervision of such employees.
   e. Create a focus on all aspects of the business, including but not limited to state, local, regional, and national events, and activities, government, social, military, educational, religious, and fraternal (SMERF) events and activities, and local social activities and events.
   f. Support (in-house or via third party vendor(s)) of the technical environment of FF operations including but not limited to: audio visual, lighting and sound systems, end-point devices (such as computers, laptops, printers, phones, mobile devices, servers, and cloud-based storage systems), cybersecurity protection and monitoring, business operational software systems (such as financial, payroll, e-mail, point-of-sale systems), compliance with all relevant security and privacy standards, telecommunications systems (including all wired and wireless systems such as telephony systems and phones, networks systems and connectivity, low voltage wiring, firewalls, routers, switches, internet services room display screens, outdoor electronic signage, time and attendance systems, television/video services), HVAC and physical plant monitoring systems (including access control and security), and any technology upgrades, maintenance, and support activities.

2. Report Preparation - collect all revenues generated through the operation of FF and document all expenditures necessary for the proper management, operation, maintenance, and supervision of the facility. Prepare and submit monthly and yearly financial, operating, maintenance, management, marketing, and other such reports as required by the City. Manage and track FF equipment list & submit yearly operating equipment requests to the City.

3. Annual Plan - develop annual plans, capital budgets, equipment replacement schedules, and operational budgets for the City that have defined performance measures. Comply with such plans, budgets, and timelines. Upon conclusion of the fiscal year, ensure completion of an audit by a certified public accounting firm to develop audited financial reports and to certify compliance with generally accepted accounting principles.

4. Contract Administration - administer all contracts and agreements required in the ordinary course of business in operating FF, and if necessary or requested by the City, participate in the solicitation of, and negotiations with, competing service providers.

5. Advise - provide such advice and assistance in relation to the operation, marketing, management, maintenance, and supervision of FF as the City may require including, but not limited to, recommending potential changes to sources of revenue, financial accountability, reporting structures, partnerships, prices, policies, and other such practices that could potentially add to the financial success of the facility.

6. Respond to City Requests - respond in a timely manner to requests from the City and its agents or counsel.

B. Transition Services, if applicable, & Review of Services for Upgrades - Develop transitional service plans for changeover of current management firm to new management firm (if applicable). Perform a review of current services and provide proposals for upgrades of services.

C. Timeline/Schedule - The firm shall provide a recommended schedule for instituting operations management services (as well as transition services, if applicable).

5.0 SUBMITTAL FORMAT TO BE INCLUDED IN PROPOSAL

The proposal should address all of the points outlined in this RFP. To simplify the review process and obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included – they represent the criteria against which the proposal will be evaluated.

Letter of Transmittal and Executive Summary

Provide a letter of transmittal briefly outlining the firm's understanding of the work. List the name, address, telephone number, e-mail, and company website and social media of the firm’s preferred contact person (the “Proposal Manager”). The Contract Administrator will be the primary contact person during the RFP evaluation process. Provide a brief executive summary (no more than two pages) that succinctly discusses the firm’s approach and describe how the firm is uniquely qualified as the best choice to manage FF.

Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified in this RFP. A proposer must meet or exceed these requirements to be considered for award. Any exceptions or qualifications to the requirements listed should be clearly detailed in the proposal. Proposed firms shall:

A. Have extensive experience in providing services similar to those specified in this RFP.
B. Firm shall have successfully performed services of similar scope with other public, quasi-public, or private organizations.
C. Have knowledge of and comply with all currently applicable, and as they become enacted during the Agreement term, federal, state, and local laws, statutes, ordinances, rules, and regulations. All laws of the State of Iowa, whether substantive or procedural, shall apply to this RFP and the Agreement, and all statutory, charter, and ordinance provisions and policies that are applicable to public contracts in the City shall be followed with respect to this RFP and the Agreement.
D. Experience with municipal and city governments.
E. Have the capacity and resources to acquire or provide all insurances and other financial commitments as outlined in the terms of this RFP, the proposal, and the Agreement.
F. Have the capacity and resources to provide all other services and meet all other obligations of the firm in the Agreement.
G. Have appropriate material, equipment, and labor to perform specified services under the Agreement.

Proposal Response Form

Provide a completed Proposal Response Form found in Appendix B.

Profile of Firm – Background and Qualifications

Provide a profile of the firm and describe its legal structure, principal officers, and organizational structure. The proposer must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor, or subsidiary of the proposer, whether wholly-owned or partially-owned.

A. Provide an overview of the firm’s profile.
B. Provide short biographical information of key executive personnel and staff, including any subcontractors firm proposes to be assigned to execute the terms of the Agreement. Provide short biographical information on key personnel and principals of the firm that would oversee FF assigned personnel and whether such involvement will be on a fully informed daily basis or in an advisory capacity. Include the resume(s) of the proposed on-site general manager or the candidates for the general manager position. Resume(s) should describe each person's qualifications and experience with managing and marketing public assembly facilities. The response should include provisions ensuring that the selected on-site general manager will not relocate to another facility or responsibility other than FF until a minimum period of time has elapsed.
C. Provide firm's affirmative action plan and diversity, equity, and inclusion plan.
D. To protect the City from the sudden loss of managerial services, management shall ensure that there is at least one other manager on FF staff who is thoroughly familiar with the management and operation of the facilities and associated issues and processes, who could capably serve in an interim capacity as the general manager of FF.
E. Provide audited and certified financial statements for the firm's last **three** years of operation. If the proposer is a joint venture, a copy of the joint venture agreement must be submitted for each party. (Not included in page count and provided as a .pdf file(s)

submitted electronically as outlined and labelled “(firm name) Audited and Certified Financial Statements”).

F. Provide a complete and detailed history of the firm's facility management experience for the last five years. Information provided should include a description of services provided, examples of successful operational strategies for civic and events centers and historic theaters, and the term of the management contract, with particular attention to:

1. Specific, quantifiable measure of success at other facilities managed by the firm, with particular emphasis on civic centers and historic theaters that are in communities of a comparable size to Dubuque located in the Midwest.
2. Specific expertise gained from past management experiences relevant to future FF operations.

G. Provide an explanation of firm's experience in working with public entities or other entities that operate and market facilities for a public entity, including cooperative efforts, philosophy, and results.

H. Provide general information about the firm including but not limited to corporate headquarters, age of the firm, firm history, annual revenues, number of employees, and brief description of firm, along with its area of expertise and experience as it relates to this RFP. Describe the experience and success of the firm in performing similar operations management services. State the location(s) of the office(s) from where the supervision of the management services will be performed.

I. Proposers shall demonstrate the financial capacity necessary for the City to assess the viability of the proposer to enter into and to provide the services at the level anticipated in this RFP, or higher, as well as any action with respect to a contemplated sale, act of receivership or reorganization of the proposer or any subsidiary that is, or has previously been, engaged in delivery of the services contemplated in this RFP.

J. Discuss the firm’s ability to integrate this operations, management, and marketing services contract into its present workload. Include a statement to specify if the firm currently has the capacity to undertake the operations management services or whether it intends to hire additional staff or partner with subcontractors.

K. It is the sole responsibility of the successful proposer to ensure adherence to all applicable local, state and federal wage and labor laws and employment eligibility requirements.

<u>Current and Former Management Contracts/Agreements</u>

A. Information on four (4) comparable and relevant government owned, managed facilities the firm has managed in the last ten (10) years. If not government owned, explain facility(ies) applicability.

- Facility Name
- Physical Address
- Type of facility (e.g. civic center, theater)
- Relevant descriptive facility information including gross square footage and net square feet of spaces, etc.
- Extent of responsibilities
- Discuss what specific, quantifiable measures of success have been achieved through your company’s services in operations management of the venue
- Dates of management

- Reference including contract administrator name, title, phone number, email, and address that can attest to firm's performance

B. Information on any relevant facilities which the firm has managed within the past ten years and now no longer manage other than those lost in a competitive process.

C. Provide a comprehensive list of contracts/agreements that have not been renewed with the proposer within the last five years. Include name, physical address, and type of facility, in addition to the name, title, address, and telephone number of the client contact or contract administrator.

D. Disclose any management services agreement terminated, with or without cause, or not renewed by a public or private entity for management and operations of any civic or community center within the past five (5) years, together with the reasons for termination or non-renewal.

Scope of Services

Describe the means, methodology, and/or strategy by which the firm would satisfy the scope of services as listed in Section 4.0 and meet the goals and objectives in Section 3.0.

Include a basic work plan for each strategy that delineates the firm's approach to the operations management services using the outline below. The work plan, at a minimum, should include those components outlined in Section 4.0 of this RFP. The firm should indicate in the work plan any aspects that are proposed to be the responsibility of City staff.

Highlight any parts of the work plan that will reflect the firm's unique philosophy, insight, or expertise regarding its approach to this operations management services and how this approach positively impacts successful operations management services at FF. This is the firm's opportunity to convey ideas and concepts with respect to the goals, objectives, and scope outlined in the Scope of Services.

A. Management Plan

1. Describe your overall philosophy on how FF should be managed, operated, and marketed.

2. Provide information on:

   a. Employee/employer relationships and the proposed management structure for FF;
   b. How the management team will report to the firm's corporate offices and to the City;
   c. How the firm expects to interact with the City; and
   d. How the firm's departmental functions, including executive/administration, marketing/public relations, operations/event services and finance/information services would report to the City.

3. Provide an organizational chart denoting any departments, divisions, senior management positions, and supporting positions within each management and operating department or division anticipated to provide on-site, day-to-day services associated with FF.

4. Provide a suggested staff and organizational chart for that would reflect the proposed operating structure for FF listing positions, functions, and responsibilities for the operation locally of FF.

5. Provide resumes of key personnel and principals of the firm that will be involved in the management of FF and whether such involvement will be on a fully-informed, daily basis, or in an advisory capacity. Include years of experience with the firm, years of experience in the industry, educational background, and relevant industry licensure, certifications, and affiliations. Distinguish between project experience with the firm and experience with other companies.

6. If applicable, describe whether the firm is open to engaging, as employees or independent contractors, current management company employees working at FF, provided such personnel are mutually satisfactory to all parties. Provide examples, if any, of past employee transitions experiences and ways to address potential challenges (such as preserving benefits/pensions of former employees whom the firm has engaged under similar transitions from private-to-private operations at other facilities).

B. Marketing Plan Philosophy

1. Discuss proposed marketing and promotional concepts that will further the goals and objectives of FF while also maximizing the benefits to the Dubuque area. This should include the firm's approach to co-promoting events and creating new events and activities with, for example, Five Flags Civic Center or Travel Dubuque.

2. Explain how your firm's network and relationships with event/meeting planners and/or promoters with venue networks will maximize bookings and programming opportunities. Describe any opportunities that may be available to the City in the event the firm operates or promotes other venues in the region.

3. Describe in general the proposed approach to booking, scheduling, promoting, advertising, and marketing events at FF, including booking and scheduling events with outside event planners, promoters, event coordinators, meeting planners, and local events. This should include working with the City and local stakeholders. Include specific examples from other, similar venues of the firm's ability to attract, book, and schedule similar events and activities, including examples of networking among the proposer's clients or other means used to enhance bookings and programming.

C. Operations Plan

1. Provide a description of the policies and proposed methods of providing the following management services for FF. Include a discussion of providing these services in-house or by contracting with an outside party, as well as a discussion of the firm's approach for dealing with existing agreements.

a. Event Set-up and Tear-Down - the labor, equipment, and materials required to timely and adequately set-up and breakdown all events utilizing FF.
b. Event Services - all services such as cleaning, business services, electrical, carpentry, and plumbing required for a successful event.
c. Site Maintenance and Engineering - all maintenance and engineering and

operations management services required to guarantee a safe and well-maintained facility and efficient operation of FF. Describe the upkeep and preventative maintenance plan for FF.

d. Security - all security services needed to keep FF and surrounding grounds safe for visitors and in compliance with all laws.

e. Custodial Services - the labor and maintenance required to clean and service all areas of FF.

f. Technology, Lights, and Audio/Visual (as outlined in section 4.0A of this RFP) - all technology services required for a successful event and day-to-day technology operations, including but not limited to events, computer and audio/visual support.

2. Identify those services intended to be contracted out and identify how local, certified minority and women-owned businesses have been used in other facilities under the management of the proposing firm to provide services, supplies and materials for the facilities, and what general plans the proposer would have in terms of doing the same in Dubuque. This summary should include any requirements that may have been placed on firms with whom the proposer has contracted for services regarding their use of local minority and women-owned businesses and subcontractors.

D. Transition Plan (if applicable)

1. Describe steps and timing of a transition plan should the firm be chosen.

E. Financial Plan

1. Provide a strategy for minimizing the annual operating expenses and maximizing the annual operating revenues of FF.

2. Develop a budget for the first full year of operations under contract for FF. Include a detailed description of all expenses and revenues, by line item, and provide an explanation of how each line item was developed and the assumptions used. The management fee, if any, paid to your firm should be included as a separate line-item expense.

3. Develop a three-year operating budget for FF. All revenues and expenses should be listed, by line item, along with all relevant assumptions used. The management fee, if any, paid to your entity should be included as a separate line-item expense. Provide examples of management reports that will be submitted to the City monthly detailing profits/losses, financial and surcharge details and any other significant financial activity from the previous month. These specific examples are not included in the page count of the proposal.

4. Understanding that the City will be financially responsible for, and have the final approval of capital improvements, provide a description of the firm’s role in identifying and prioritizing capital improvements, including approval, billing, purchasing, and letting of contracts.

5. Describe the firm’s approach to annual fundraising to help sustain operations of FF, including potential naming rights (not FF building itself), operating and programming

sponsorships, pouring rights, and any other contractually obligated income ("COI"). Provide examples of past success with fundraising at other, similar venues.

F. Compensation Proposal

It is the City's desire to obtain compensation proposals related to the management of FF. Provide a proposal the firm may be willing to enter into if selected. Proposals may include:

Base and Incentive Fee Structure – the selected firm would receive a base fee and potential incentive fee in exchange for operating FF while all operating revenues and expenses would be allocated to the City, please describe.

Describe the nature and amount of the financial resources that would be committed by the firm to enhance the likelihood of the successful operation and management of FF. All compensation proposals must comply with applicable IRS regulations to protect the tax-exempt status of the City's outstanding and to be issued bonds.

At a minimum, the proposal shall address the following:

a. Base Fee - the amount of the annual fee for management services, if any.
b. Incentive Fee(s) - identify the standards that will be used to determine the amount of the incentive fee. Be advised that the City is interested in incentives that balance the need for: (i) minimizing operating deficits; (ii) maximizing the attraction of non-local, economic impact generating events; and (iii) maintaining high standards of physical products and service quality.
c. Capital Investments - identify areas in which the proposer will invest in additional fixtures, equipment, or other aspects of FF.
d. Incidental Expenses – identify any incidental expenses that would be paid out of pocket by the city for items such as relocation or travel expenses indicating the proposed expenses are one-time or recurring.

Other compensation proposals would be accepted for consideration.

Understanding of Final Agreement Terms

The firm should provide a statement that indicates it has read and understands Appendix D – City of Dubuque Contract Terms and Conditions (the "Contract Terms and Conditions") and agrees to include the clauses that are listed in Appendix D in the final Agreement. Any exceptions to the Contract Terms and Conditions by the firm must be clearly stated in the submitted Proposal.

Insurance Requirements

The firm should provide a statement indicating that they are able to meet the City's insurance requirements for professional services. (See attached Insurance Schedule J – Appendix E.) Submittal of insurance documents as part of this RFP are **not** required.

Litigation and Dispute Disclosure

Indicate and disclose all lawsuits, including claims involving arbitration or other alternative dispute resolution mechanisms, filed against the proposer and any affiliates within the past five years of

the date of this RFP. Notwithstanding the above disclosure requirement, the proposer is not required to include the following claims:

- Personal injury suits resolved for amounts less than $100,000 filed by visitors, guests, invitees, licensees, or trespassers at or upon the real properties owned, leased, operated, or managed by the proposer or its affiliates.
- Workers' compensation claims filed by employees of the proposer or its affiliates.
- Mechanics, supplier, or material liens of less than $5,000; and
- Real property tax appeals.

Among the types of lawsuits that are expected to be disclosed are sexual harassment claims; age discrimination claims; other claims involving protected classes such as race, national origin, gender, gender identity, or sexual orientation; breach of contract claims; and claims involving violations of collective bargaining agreements.

Proposed Schedule/Timeline

Provide a detailed schedule for the operations management services, including transition (if applicable) and the new management agreement. Outline tasks for all components outlined in the RFP, including the time durations and estimated completion dates for each major component of the proposed scope of services. Clearly define work tasks expected of the City. The schedule should list all deliverables that are required throughout.

Financial Package, Fees, Compensation Must be in a separate .pdf submission named "(firm name) Management Services Financial Proposal". Provide a financial package, fees, or proposed fixed costs, plus reimbursable expenses budget for the requested scope of services as well as breakdown costs provided as necessary to understand the financial proposal package.

A proposed agreement for operations management services must be included in a separate submittal. Note, however, that this draft agreement will not be legally binding, and all terms and conditions are subject to review, modification, and approval by the City. The proposed management agreement is not included in the page count for proposed submission. Include the "(firm name) Audited and Certified Financial Statement" file that contains only the audited and certified financial statements.

6.0 RFP TIMELINE, QUESTIONS, AND ANSWERS

Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Contract Administrator to confirm any and all dates.

RFP issued: January 16, 2025
Pre-proposal conference: January 29, 2025, 1:00 p.m. CST
Deadline for requests, questions and technical info via email (NOTE: Firms encouraged to email before this deadline): February 03, 2025, 2:00 pm CST
Addenda (if any) issued by: February 06, 2025, 4:00 p.m. CST
Sealed Proposals due: February 13, 2025, 10:00 a.m. CST
Interviews and negotiations: February – April 2025
Recommendation to and City Council approval: April 7 or 21, 2025

Questions and Answers

All information requests, questions, and technical information shall be directed to the City's Contract Administrator as detailed below. From the date of issuance of this RFP until final City action of an approved agreement, the firm shall not discuss the RFP with or contact any City of Dubuque employee or any member of the Selection Committee or the current management firm ASM Global and any of its employees or representatives except as expressly authorized by the City's Contract Administrator. Violation of this restriction will be considered grounds for disqualification of the firm's proposal. Contact with any City of Dubuque employees, any member of the Selection Committee, or the current management firm ASM Global and any of its employees or representatives on other matters not related to FF RFP and RFP process is allowed.

The Selection Committee has members from Travel Dubuque, the City Attorney and City Manager's office, the Budget and Finance Department, and the Contract Administrator.

The City has used considerable efforts to ensure an accurate representation of information in this RFP. Each firm is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be considered a part of this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Non-Mandatory Pre-Proposal Conference: A pre-proposal conference will be held on January 29, 2025, at 1:00 p.m. at FF Majestic Room and will include a tour of the facility and grounds. Email the City's Contract Administrator to receive an invitation. All firms are HIGHLY encouraged to attend for clarification of the requirements and knowledge of the facility.

Any questions concerning this RFP must be received on or before 2:00 p.m. CST on February 03, 2025. Any inquiries received after this date will not be answered. When submitting a question to the Contract Administrator, please include the appropriate contact information for the firm. All questions sent in an email must include FF RFP Question in the subject line.

It is the intent of the City that this RFP promotes competition. It shall be the firm's responsibility to advise the City's Contract Administrator of any language, requirement, or combination thereof which the firm believes restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Contract Administrator not later than five (5) working days prior to the bid closing date. Any failure to notify the City's Contract Administrator as outlined above shall be considered a waiver of any such objection.

Confidentiality of Documents

Except with the City's approval, proposer shall not, directly or indirectly, disclose, divulge, or communicate to any person, firm, or corporation, other than the City or its designated representatives, or as required by law, any non-public information which it may have obtained during the proposal process concerning any matter relating to the scope of services or the regular business of the City.

By submitting a proposal, the vendor is providing a guarantee to the City that, if chosen, it will be able to provide the proposed products and services. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. All proposals and

supporting documents become public information after an award has been made and are available for public inspection by the general public in accordance with State of Iowa public records statutes. **Vendors shall give specific attention to clearly identify those portions of its response that it considers confidential, proprietary commercial information or trade secrets.** Respondents are advised that, upon request for this information from a third party, the City is required to make a determination whether the information can be disclosed.

In general, documents that are submitted as part of the response to this RFP will become public records and will be subject to public disclosure. If the firm follows the procedures prescribed by those statutes and designates a document "confidential" or "trade secret", the City will withhold the document from public disclosures to the extent that it is entitled or required to do so by applicable law.

If the City determines that a document that the firm has designated "confidential" or "trade secret" is not entitled to protection from public disclosure, the City will provide notice of that determination to the contact person designated by the firm, in any reasonable manner that the City can provide such notice, at least five business days prior to the public disclosure of the document. If the firm does not designate anyone to receive such notice the City will not have any obligation to provide any notice of a determination of non-confidentiality. If the firm does not designate anyone to receive such notice, or if, within five business days after the City provides notice to the designated person, the firm does not initiate judicial proceedings to protect the confidentiality of the document, the City will not have any obligation to withhold the document from public disclosure.

By submitting to the City a document that the firm designates as "confidential" or "trade secret", the firm agrees that in the event a third party brings any action against the City or any of its officials, employees, agents, or volunteers to obtain disclosure of the document, the firm will indemnify and hold harmless the City and its affected officials, employees, agents, and volunteers from any and all costs, including attorney's fees, incurred by or assessed against any such person. The firm also agrees that, at the City's request, the firm will intervene in any such action and assume all responsibility for defending against it, and the firm's failure to do so will relieve the City of all further obligations to protect the confidentiality of the document.

Contract Requirements

At any time during the selection process or afterward until the Agreement is negotiated and signed, the City reserves the right to terminate the process. The Agreement will be negotiated with the most responsible and responsive proposer whose proposal meets the needs of the City to the best degree as outlined in this RFP. The initial term of the Agreement should be assumed to be five (5) years. Ultimately, the term of the Agreement shall be determined through negotiations and mutual agreement of the parties. The City reserves the right to add to or delete any item from this RFP when deemed to be in the best interest of the City.

No proposer shall assign its proposal or any right or obligation thereunder without the prior written consent of the City. Prices quoted in the proposal shall include any and all associated costs. All taxes of any kind or character payable on account of the work done and materials furnished under the Agreement shall be paid by the proposer and shall be deemed to be included in costs contained in the proposal. Proposal prices shall include all royalties and costs arising from patents, trademarks, and copyrights in any involved in the work. Whenever the proposer is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the proposer shall indemnify and hold harmless the City, its officers, agents or

employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the award/contract, and shall indemnify the City, its officers, agents, employees, and volunteers for any costs, including litigation costs and attorney's fees through the appellate process, expenses, and damages which may be incurred by reason of any infringement claim, whether during or after the term of the Agreement.

Any contract resulting from this RFP may be canceled by the City in whole or in part by written notice of default to the proposer upon non-performance or violation of contract terms, including the failure of the proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the City. In the event a contract is canceled because of the default of the proposer, the City may (a) purchase the services specified in this specification on the open market, or (b) negotiate a contract with another proposer and establish the period of such contract.

Immediately after the notice of award, the winning proposer and its senior management shall begin planning in conjunction with City staff to ensure fulfillment of all obligations. Proposer will be expected to provide professional coordination services upon execution of the Agreement, the expenses of which will be borne by proposer. Proposer will be expected to attend meetings as required by the City or its designee to assist in transitions (if any).

Contract Administrator contact information is as follows:

Marie L. Ware
Leisure Services Director
City of Dubuque
Leisure Services Department
1157 Central Avenue
Dubuque, IA 52001-5016
Phone: 563.589.4264
E-mail: mware@cityofdubuque.org

7.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each firm shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the Agreement and to verify any representation made by the City upon which the firm will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: February 13, 2025 10:00 a.m. CST

- Digital Submittal Location:
  https://cityofdubuque.sharefile.com/r-rde2a8dfc9650446780bd015dc9773067

- Submittal Copies: One (1) .pdf file each of
  - (firm name) Management Services Proposal (page limit below)
  - (firm name) Proposal Response Form (Appendix B)
  - (firm name) Proposed Management Agreement
  - (firm name) Audited & Certified Financial Statements
  - (firm name) Management Services Financial Proposal

The proposal should be prepared simply, providing a straight-forward, concise description of the firm's capabilities to satisfy the requirements of the RFP.

Initial screening will be completed without knowing the firm's proposed financial package, fees and compensation, the proposed agreement, or audited certified financial statements.

Submitted Management Services Proposals must be uploaded in electronic .pdf format to the ShareFile link provided. No physical, faxed, or e-mail proposals will be accepted. The proposal must be a document of not more than sixty (60) numbered, 8-1/2 x 11-inch pages, except for the transitions schedule, if any, which may be presented in 11 x 17-inch format. The page count does not include the letter of transmittal, the Proposed Management Agreement, the Proposal Response Form (Appendix B), the Audited and Certified Financial Statements, or the Management Services Financial Proposal. The smallest typeface shall not be less than 11 points. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 60 numbered pages will not be considered.**

The City of Dubuque reserves the right to reject any and all proposals and to negotiate changes with any firm.

Each addendum must be acknowledged in the Proposal Response Form (Appendix B) by providing the addendum date and number. Failure to acknowledge each addendum may be considered grounds for disqualification and may affect the selection. It is solely the firm's responsibility to ensure that all addendums to this RFP have been received before submitting the proposal.

The proposal .pdf document shall have a signature by an officer of the firm who is authorized to legally bind the firm to its provisions and marked as such. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than one hundred twenty (120) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for disqualification.

Each firm assumes full responsibility for delivery of the completed proposal package on or before the deadline. Any proposal received after the submittal deadline will not be opened or considered. The City is not responsible for any technology issue, loss or delay with respect to submission of the proposals. Firms may verify submission status of receipt of electronic documents (.pdfs) by contacting Leisure Services Lead Administrative Assistant Angie Metcalf at mmetcalf@cityofdubuque.org or 563-589-4262.

The City is not liable for any costs incurred by any firm prior to the execution of the Agreement. All results and documents from this RFP process will remain the property of the City of Dubuque.

The City of Dubuque appreciates your time and consideration of this RFP.

Sincerely,

Marie L. Ware
Lesiure Services Director
City of Dubuque

8.0 SELECTED FIRM - FEE NEGOTIATION PROCESS

Upon the completion of the firm short list evaluation (Appendix A), the RFP Selection Committee will recommend to the City Manager the highest ranked firm and request authority to negotiate with the recommended firm a final scope of services, fees, and financial arrangements. The scope of services in this RFP is preliminary and may be revised during the selection and negotiation process. The negotiated agreement will be reviewed by the City Manager, signed by the firm, presented to the City Council for approval, and, if approved, executed by the Mayor.

The City intends to award a contract to one provider to provide these services. The City will enter into an agreement which it determines, after evaluation of all accepted proposals, to be most favorable for the City. The City may not necessarily accept the lowest cost proposal and may, in its sole discretion, accept any proposal and may waive any minor informality or irregularity in proposals received. The City reserves the right to select a firm and make an award to the provider determined to be the most advantageous and beneficial to the City based on the City's evaluation criteria, or to make no award at all. The City anticipates that negotiations will be necessary; however, the City reserves the right to make an award without negotiations.

The intent is to enter in an agreement with the qualified firm with the highest scoring proposal. Notwithstanding the foregoing, the City reserves the right to award the Agreement to a qualified firm other than the one with the most points, if, in the City's opinion, another firm's proposal offers the best value for the products and services requested, taking into consideration the evaluation criteria of the RFP.

The City reserves the right to request clarification of the proposals without becoming obligated to offer the same opportunity to any other qualified firms. The Selection Committee may consider such clarifications in evaluating a proposal. A request for clarification will not entitle a firm to revise, resubmit, alter, or amend its Proposal.

For the purposes of proposal evaluations, the Selection Committee may consider any or all of the information received from qualified firms pursuant to the RFP, as well as the City's knowledge of, and past experience with, the firm or its officers or employees.

The City reserves the rights to:

- Revise or extend this schedule at its sole option.
- Conduct pre-award discussion and/or pre-award contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable to the City; conduct interviews or require presentations of any or all proposers prior to selection; and make investigations of the qualifications of proposers as it deems appropriate, including but not limited to, a background investigation conducted by the Dubuque Police Department or any other law enforcement agency.
- Request that proposer(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.
- In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of a professional management operator for FF. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a proposer into a project of lesser or greater magnitude than described in this RFP or the proposer's reply.
- Process the selection of the successful Proposer without further discussion.
- The City shall be the sole judge of proposers' qualifications and reserves the right to verify all information submitted by the proposers.

A detailed schedule for the operations management services including transition (if applicable) and the new management agreement will be finalized. An outline of tasks, goals, scope, time durations, and estimated completion dates for each major component of the proposed scope of work will be established. The firm shall indicate the work tasks that will be completed by City staff. The schedule should list all deliverables that are required throughout.

The City and the firm will meet and establish the final scope of services for the project as negotiated by joint revision of tasks in order to best meet the goals and objectives of the City while considering available funding (if appropriate). During the negotiation process, tasks to be completed by City staff, work reassignment to proposal and management services team members, and the addition or elimination of tasks may be modified in order to achieve the best overall results for the City.

The selected firm shall be responsible for updating all tasks to reflect any changes that were agreed to during negotiations. After the final scope of services has been determined and the tasks finalized, the firm shall incorporate the tasks into the agreement documents being prepared for signature.

Payment for Services: The firm awarded the agreement shall have negotiated financial arrangements outlined in the Agreement.

Appendix A

FIRM EVALUATION AND SELECTION PROCESS

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum and mandatory requirements of the proposal as outlined in Section 5.0. Proposals that do not meet minimum and mandatory requirements will be rejected without further consideration. A selection committee will review and score qualifying proposals using the established criteria below and select firms for placement on the firm short-list for operations management services. The criteria listed are not necessarily an all-inclusive list. Initial screenings will be done without knowing the firm's proposed fee for services and other items in the Management Services Financial Proposal envelope. The following criteria are among those that will be used to initially evaluate submitted proposals.

Maximum Points	Evaluation Criteria
50	**Firm and Operations Management Experience** Firm experience Proposed staff qualifications and experience Operations management experience with civic and events facilities of similar or larger size and scope Events management experience Prior experience with government entities Prior experience similar marketplaces Experience working with affiliated companies, joint ventures, or subcontractors (if proposed)
45	**Proposed Management Strategy/Plan Meets Goals, Objective, Scope, and Requirements Outlined in RFP** Organization/management approach Capacity to assume new business and improve existing business Demonstrated approach and understanding of goals, objectives, and scope outlined Quality and completeness of proposal Proposed timelines and schedule
5	**MBE/WBE, Equity, and Sustainability Incorporation into Proposal**
100 points	**TOTAL**

SHORT-LIST EVALUATION CRITERIA

A selection committee will interview the short-listed firms chosen after the initial evaluation criteria scoring. The committee may choose to interview one, all, or any combination of firms on the short list. The interview is a very important part of the selection process. Both the original submitted proposal, and the results of the firm interview will be used to select the final firm for the management services to begin negotiations.

Maximum Points	Evaluation Criteria
40	**Firm and Operations Management Experience** Firm experience Proven community relationships as outlined in RFP Operations management experience with civic and events facilities of similar or larger size and scope Specialized expertise, capabilities and technical competence demonstrated in approach and methodology meeting goals and objectives
40	**Cost/Financial** Demonstrated financial stability and capability Demonstrated ability to assemble necessary supports for management, operations, and marketing Sales, marketing, and operations successes Long term sustainable financial strategy including plan to reduce subsidy Financial package proposed
40	**Proposed Management Strategy/Plan Meets Goals and Requirements Outlined in RFP** Organization/management approach Capacity to assume new business and improve existing business Demonstrated approach and understanding of goals, objectives, and scope outlined Quality and completeness of proposal Professional expertise & abilities of management team proposed Relationship with industry partners Proposed timelines and schedule
20	**Results of Interview Process**
20	**References** Proven track record in operations management Proven relationships and interaction with Contract Administrator
10	**MBE/WBE, Equity, and Sustainability Incorporation into Proposal**
170 points	**TOTAL**

The City reserves the right to review and update weighting of the criteria after the initial evaluation is complete and prior to interviews beginning.

Appendix B
PROPOSAL RESPONSE FORM

Request for Proposals for Operations Management Services for Five Flags Civic Center, Dubuque, Iowa

The undersigned, on behalf of the firm, certifies that: (1) this offer is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is submitted; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the City, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in the submitted proposal will be the firm's responsibility.

NAME_____
DBA/SAME_____
CONTACT_____
ADDRESS_____**CITY/STATE**_____**ZIP**_____
PHONE_____ **EMAIL**_____
STATE OF INCORPORATION_____
COMPANY WEBSITE ADDRESS_____

NUMBER OF LOCATIONS_____ **NUMBER OF PERSONS EMPLOYED**_____

TYPE OF ORGANIZATION: Public Corporation ___ Private Corporation ___ Sole Proprietorship ___ Partnership _____ Joint Venture _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: ____ **Minority-Owned Business: ____ (Specify Below)**
__African American ___ Asian Pacific ___ Subcontinent Asian ___ Hispanic __Native American
Other - Please specify_____

Not a Woman-Owned Business: ____ **Woman-Owned Business: ____ (Specify Below)**
__Not Minority -Woman Owned __ African American-Woman Owned
__Asian Pacific-Woman Owned__Subcontinent Asian-Woman Owned __Hispanic Woman Owned
__Native American-Woman Owned __Other – Woman Owned – Please specify_____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF IOWA: _____Yes _____No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addenda are posted to the City's RFQ/RFP web page and it is the proposer's responsibility to check and confirm all addendum(s) related to this document.
NO._____, DATED _____; NO._____, DATED_____; NO._____, DATED_____

In submitting a proposal, the firm acknowledges all requirements, terms, conditions, and sections of this RFP document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in firm's response. **Exceptions to any part of this document should be clearly delineated and detailed**.

Signature	Title	Date

Appendix C
RFP RULES AND PROTEST PROCEDURE

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, provided such action is in the best interest of the City. Minor irregularities are defined as those that, in the City's sole discretion, have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective firm an advantage or benefit not enjoyed by other prospective firms.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this RFP must be clearly identified as exceptions, noted in the letter of transmittal, and described in the submitted cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager or City Council has recommended that a contract be negotiated with the recommended firm. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information (subject to the confidentiality provisions described in this RFP).

DEFINITIONS

For purposes of this RFP, the words "shall", "must", and "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

For purposes of this RFP, the words "should" or "may" are equivalent and indicate desirable conditions or requirements which are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not, in and of itself, cause automatic rejection of a proposal, but it may result in the proposal being considered as not being in the best interests of the City.

DISPUTES/EXCEPTIONS

Any prospective proposer who disputes the reasonableness or appropriateness of any item within this RFP, any addendum to this RFP, any notice of award, or any notice of rejection shall set forth the specific reasons and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the Contract Administrator described herein, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Appendix D
CITY OF DUBUQUE STANDARD TERMS AND CONDITIONS

TAX-EXEMPT BONDS - FF is financed with tax-exempt bonds. Additional tax-exempt bonds may be issued in the future to finance additions or improvements to FF. Thus, the final agreement between the City and a selected firm for operations management services must comply with federal tax laws that apply to the use of facilities financed with tax-exempt bonds. Proposers must ensure that their proposals are in full compliance with IRS guidelines and federal tax laws governing private business use of facilities financed with tax-exempt bonds. Proposers are expected to adhere to requirements found in Revenue Procedure 2017-13, and proposals should include an opinion from bond counsel that the proposal adheres to IRS Revenue Procedure 2017-13.

ASSIGNMENT - The City and the firm each are hereby bound and the partners, successors, executors, administrators, and legal representatives of the City and the firm are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement. Any assignment or attempt at assignment made without prior written consent of the City shall be voidable at the City's option.

PROPOSAL CURRENCY/LANGUAGE - All proposal prices and financial terms shall be shown in US Dollars ($). All prices must remain firm for the duration of the Agreement regardless of the exchange rate. All responses must be submitted in English.

PROPOSAL FORM - Each proposer must submit an original proposal and additional copies as required on the forms attached. The proposer shall correctly sign the proposal, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind.

PROPOSAL REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all proposals or parts thereof. The City further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposals where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The firm represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the firm and the City that is a conflict of interest. No employee, officer, or agent of the firm shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Chapter. 68B shall apply to the Agreement. If a conflict of interest is proven to the City, the City may terminate the Agreement, and the firm shall be liable for any excess costs to the City as a result of the conflict of interest. The firm shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The firm shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are the Agreement, the Request for Proposals, the firm's proposals, and additional documents, if any. In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Agreement, the Request for Proposals, the firm's proposals, and additional documents, if any.

DISPUTES - Should any dispute arise with respect to the Agreement, the parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The firm agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Agreement that are not affected by the dispute and the City shall continue to make payment for all services properly performed as outlined in the Agreement. Should the firm fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the firm as a result of such failure to proceed shall be borne by the firm. The unintentionally delayed payment by the City to the firm of any invoices not in dispute in accordance with the terms of the Agreement will not be cause for firm to stop or delay performing the services required in the Agreement.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, or as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the firm shall indemnify and hold harmless the City, its officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by any act or omission of the firm, or anyone directly or indirectly employed by the firm or anyone for whose acts the firm may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Agreement shall be governed, interpreted, and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses, and regulations. The firm certifies that in performing the Agreement it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses, and regulations. Venue for any action arising out of this Agreement shall be the Iowa District Court for Dubuque County, Iowa, or the Federal District Court for the Northern District of Iowa, Eastern Division.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire proposal or on an item-by-item basis. However, if firm’s proposal is based on an “all or none” condition, the City may consider its bid non-responsive and reject the entire proposal.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City’s “No Gift” standard. The “No Gift” standard also applies to all offers of discounts

or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the firm, nor anyone in the employment of the firm, has employed any person to solicit or procure the Agreement nor will the firm make any payment or agreement for payment of any compensation in connection with the Agreement. There is no contract, agreement, or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for services rendered under the Agreement or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Agreement. Neither the firm, nor anyone in the employment of the firm, has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with the Agreement.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All firms that engage in contracts with the City of Dubuque, Iowa agree as follows: The firm will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran, or any classification protected by federal, state, or local law (the "Protected Classes") except where age and sex are essential, bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include but not be limited to the following: (a) employment, (b) upgrading, (c) demotion or transfer, (d) recruitment or advertising, (e) layoff or termination, (f) rate of pay or other forms of compensation, and (g) selection for training, including apprenticeship. The firm further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity regarding to the Protected Classes, as stated above.

The firm will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations, or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each subcontractor.

During the performance of an agreement all firms, assignees, and successors in interest shall comply with the following non-discrimination statutes and authorities; including but not limited to:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex)
d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27
e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age)
f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex)
g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the

terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not)

h. Titles II and III of the Americans with Disabilities Act, and all applicable amendments thereto, and all applicable federal regulations under the Act which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The selected firm shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which the firm relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines – WCAG 2.1 AA.
i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, winch ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations
k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that firms will offer expertise on conformance to regulations applying to the products they sell and the services they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the RFP procedure or (3) the award of the Agreement must do so in writing in accordance with the City’s Protest by Bidders which is found in the City’s Purchasing Policy.

SUSPENSIONS AND DEBARMENT - The firm hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the firm by any federal agency. The firm further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa. The firm shall ensure that all subcontractors utilized by the firm for any service or product referenced in the Agreement meet the provisions of this paragraph.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

WARRANTIES - WORK - The firm shall perform services for the City pertaining to the operations management services as set forth in the Agreement.

The firm shall be responsible for the quality, technical accuracy, completeness, and coordination of all services performed under the Agreement. The firm shall, promptly and without charge, provide all corrective services necessary as a result of the firm's acts, errors, or omissions with respect to the quality and accuracy of the services.

The firm shall be responsible for any and all damages to property or persons as a result of the firm's acts, errors, or omissions.

The firm's obligations under the Agreement shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the firm.

WARRANTIES - INTELLECTUAL PROPERTY - The firm represents and warrants that all the materials and services produced or provided to the City pursuant to the terms of the Agreement shall be wholly original with the firm or that the firm has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such materials and services. The firm represents and warrants that the materials and services, and the City's use of same, and the exercise by the City of the rights granted by the Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The firm further represents and warrants that the materials and services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law, or any other rights of any person, firm, corporation, or other entity. The firm represents and warrants that it is the owner of or otherwise has the right to use and distribute the products and services contemplated by the Agreement.

Appendix E
SPECIFIC INFORMATION RELATED TO FIVE FLAGS

Five Flags Civic Center Capital Budget Information

Capital projects carried over from the last FY into FY 25 include the following:

Five Flags Building Improvements - Other Professional Services	$	600,000
FF Theater Fire Escape-Services Other Departments	$	7,200
FF Theater Fire Escape-building	$	120,000
FF Theater Plaster renovation-prof services	$	12,000
FF Theater Plaster renovation-building	$	200,000
FF Arena Roof-Consultant	$	2,095
FF Arena Roof-building	$	269,509
FF Arena Light Fixtures-building	$	169,114
FF Arena Chairs- Building	$	48,409
FF Pipe Drape Barricades-other cap	$	11,851
FF Bijou Tile-buildings	$	50,000
FF Arena roof AC Unit Repl-buildings	$	114,539
FF Arena roof AC Unit Repl-other cap	$	45,011
FF Theater Carpet	$	70,000
FF Accesiblity Modification	$	11,586

Please note some of this capital project money is being used for building envelope repairs to the Five Flags Theater.

The current FY 25-29 fiscal year includes the following capital improvements. For further details navigate to pages 117-118 of the pdf.
https://www.cityofdubuque.org/DocumentCenter/View/56881/Adopted-FY25-CIP

City of Dubuque
Recommended Capital Improvement Summary
FY 2025 - FY 2029

PROGRAM/ DEPT	PROJECT DESCRIPTION	SOURCE OF FUNDS	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL	PAGE
CIVIC CENTER DIVISION									
Culture and Recreation									
	Five Flags Building Improvements	GDTIF G.O. Debt, Greater Downtown TIF	$ —	$ 2,800,000	$ 3,094,678	$ 8,587,322	$ 8,972,000	$ 23,454,000	37
	Boiler Replacement	Greater Downtown TIF	$ —	$ —	$ —	$ —	$ 410,000	$ 410,000	38

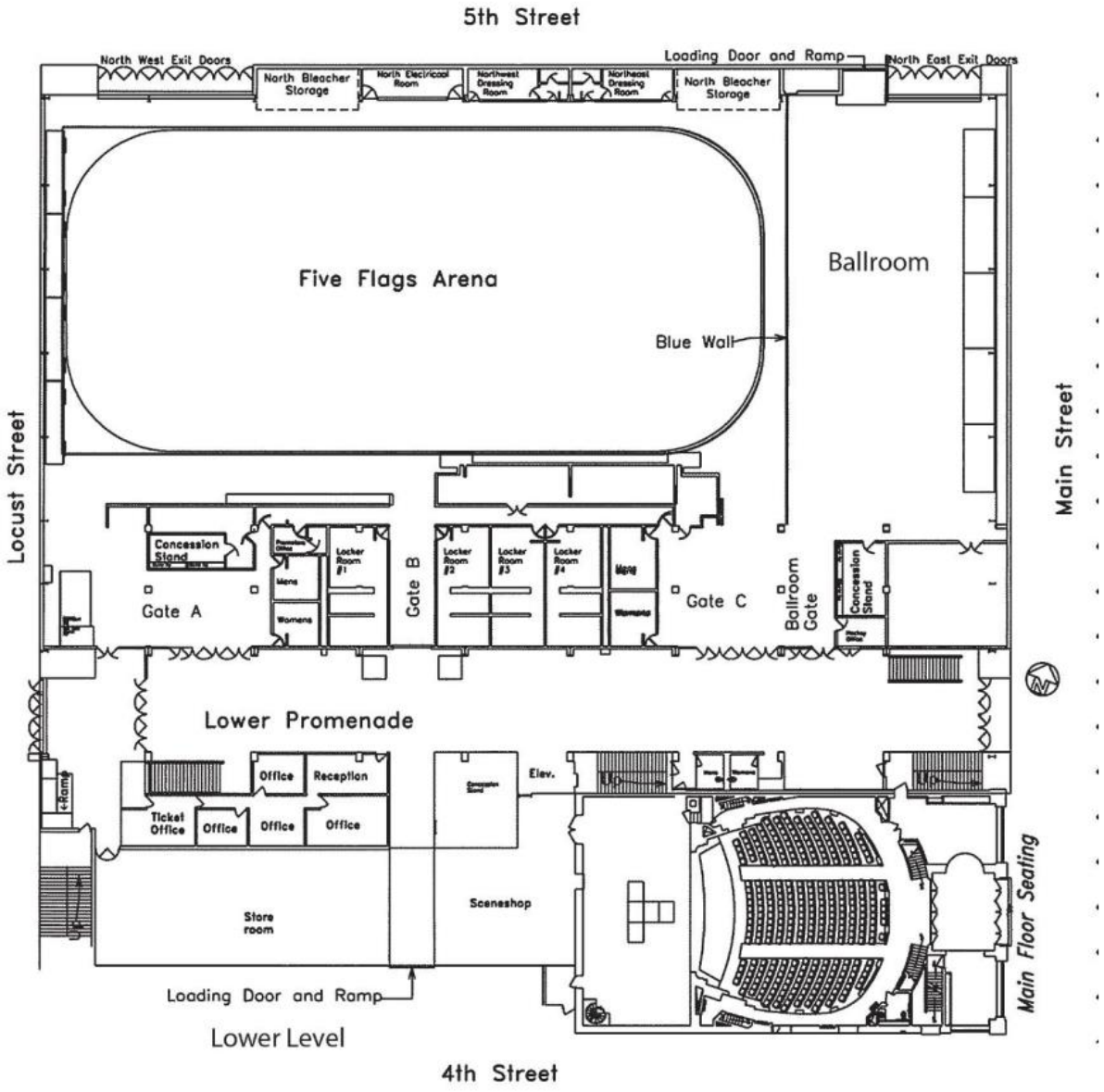
The City is in the process of the FY26 budget that will not be adopted until April of 2025.

Other Useful Links

- Five Flags Website
- Five Flags History
- Five Flags History (Encyclopedia Dubuque)
- Five Flags Seating Charts
- Five Flags Current Rate Card July 1, 2024 - June 30, 2025
- Five Flags Center Technical Information

- City of Dubuque FY25 budget info for Five Flags (FY25 Policy book 7)
  The current FY 25 budget policy book for Five Flags is located in the above link on pages 5-19. This file includes equipment replacement, description of categories of expenditures, and past performance.
- Current Five Flags Management Agreement & Amendments
- Five Flags Financial Statements

Five Flags Facility Layout (Interior)



Five Flags Facility Layout (Exterior)

Appendix F
INSURANCE REQUIREMENTS

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Five Flags Mgmt Services

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Leisure Services Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

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

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

X Yes ___ No

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

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 5.

ITEM TITLE:	PFAS Litigation
SUMMARY:	City Attorney providing information on a settlement award resulting from PFAS Litigation against 3M.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. CB Memo

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MAYOR BRAD M. CAVANAGH & MEMBERS OF THE CITY COUNCIL**

DATE: **JUNE 12, 2025**

RE: **PFAS LITIGATION**

As you know PFAS has been an ongoing issue for our organization and many others. Litigation on this matter continues against a number of defendants.

The City has retained the Baron & Budd law firm as outside counsel related to PFAS litigation. The City of Dubuque participated in MDL (multi-district litigation) affiliated with public water provider bellwether cases in South Carolina against 3M.

The case against 3M has settled for an amount not less that $10,500,000,000 and not more than $12,500,000,000. A claims administrator was charged with overseeing the allocation of the settlement funds.

Settlement awards are based on a formula tied to PFAS testing and results to fairly and equitably allocate the settlement amount to the qualifying class members. The 3M settlement amounts will be received over a period of years. 65% of the settlement amount will be paid in 2025. 35% will be paid over the remaining years. The net payment is currently estimated at $3,387,026.89. This amount could increase slightly as the claims administrator is holding a certain percentage of the settlement back as a precaution and there will also be interest distributed at a later date.

Actions against other PFAS manufacturers remain outstanding and it is possible additional litigation will be pursued, so the City of Dubuque can expect additional funds in the future.

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4381 / FAX (563) 583-1040 / EMAIL cbrumwel@cityofdubuque.org

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 6.

ITEM TITLE:	Amending Fiscal Year 2026 Water Rates under City of Dubuque Code of Ordinances
SUMMARY:	City Manager recommending City Council approval to amend ordinances that reduces the Fiscal Year 2026 Water Rate increase from 9% to 8%. **ORDINANCE** Establishing The City Of Dubuque Code Of Ordinances Title 13 Public Utilities Chapter 1 Water Use And Service, Article C Rates Section 13-1C-2 Fixing Water Rates For Fire Sprinkler Service **ORDINANCE** Establishing City Of Dubuque Code Of Ordinances Title 13 Public Utilities, Chapter 1 Water Use And Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates For Residential, Commercial, Industrial, And All Other Uses
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo
2. Amending FY26 Water Rate Increase
3. Revised FY26 Water Rate Increase 20250610
4. FY26 Sprinkler Service Ordinance - FINAL
5. FY26 Ordinance Water Use and Service Rates - FINAL
6. Water Utility Fiscal Year Rate Comparison FY2025 to FY2026- FINAL - Copy
7. Water Fire Sprinkler Rate Comparison FY 2025 to FY2026 - FINAL

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Amending Fiscal Year 2026 Water Rates under City of Dubuque Code of Ordinances Section Title 13 Public Utilities Chapter 1 Article C – Rates, Section 13-1C-1(a) Residential, Commercial, Industrial, and other uses; and Section 13-1C-2 Fire Sprinkler Service

DATE: June 11, 2025

Chief Financial Officer Jennifer Larson is recommending City Council approval to amend ordinances that reduces the Fiscal Year 2026 Water Rate increase from 9% to 8%.

City Attorney Crenna Brumwell has led the City of Dubuque effort to be a part of national Products Liability Litigation Public Water System Settlements related to PFAS. After Fiscal Year 2026 budget adoption, City Attorney Crenna Brumwell had worked with a national law firm to secure a settlement with the share for Dubuque totaling $3.4 million through Fiscal Year 2033, with most of the settlement received by December 2025.

In addition, Fiscal Year 2025 Water operating expenses are under budget by an estimated $800,000.

It is recommended that the Water rate increase for Fiscal Year 2026 be reduced to 8%. It is also recommended that the Minimum Monthly Water Charge be reduced to $9.61, which reflects an 8% rate increase.

Proposed and approved rate structures of comparable Iowa communities with lime softening treatment similar to Dubuque, are compared in the following table. The calculation is based on the average residential usage of 6,000 gallons per month.

Rank, Highest to Lowest	**City**	**Proposed FY26 Water Cost for 6,000 Gallons**
7	Des Moines	$46.00
6	West Des Moines	$45.41
5	Cedar Rapids	$44.02
4	**Dubuque**	**$42.18**
3	Iowa City	$38.59
2	Ames	$37.77
1	Council Bluffs	$37.13

The proposed rate increase of 8% would place Dubuque as having the **fourth** lowest water rate. The highest rate (Des Moines) is 9.06% higher than Dubuque's rate. The average without Dubuque is 1.64% lower than Dubuque's proposed rate.

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
Jennifer Larson, Chief Financial Officer
Christopher Lester, Water Department Director
Randy Gehl, Public Information Officer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Amending Fiscal Year 2026 Water Rates under City of Dubuque Code of Ordinances Section Title 13 Public Utilities Chapter 1 Article C – Rates, Section 13-1C-1(a) Residential, Commercial, Industrial, and other uses; and Section 13-1C-2 Fire Sprinkler Service

DATE: June 11, 2025

INTRODUCTION
The purpose of this memorandum is to provide amended ordinances for review and approval, which reduces the Fiscal Year 2026 Water Rate increase from 9% to 8%. The ordinances that are requested to be amended include FY26 City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Article C, Section 13-1C-1(a) Fixing Water Rates for Residential and Industrial Use and all other uses; and Section 13-1C Fixing Water Rates for Fire Sprinkler Service.

BACKGROUND
The adopted Fiscal Year 2026 budget included a 9% water rate increase. Since budget adoption, additional revenue and expense information has become available and the City has re-evaluated the rate increase.

DISCUSSION
The City is part of the Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL2873) Public Water System Settlements (PFAS). After Fiscal Year 2026 budget adoption, the City learned its share of the settlement totals $3.4 million through Fiscal Year 2033, with most of the settlement received by December 2025.

In addition, Fiscal Year 2025 Water operating expenses are under budget by an estimated $800,000.

Updated water cash flow analysis was completed by Financial Advisor Tionna Pooler (Attachment I). In the near term, the City's water rate increases are largely driven by a minimum cash balance target. Prior to the estimated operating expense reduction in Fiscal

Year 2025, cash balances in Fiscal Year 2026 were expected to be less than 20%. The reduction of actual expenses compared to budget in Fiscal Year 2025 results in an overall increase in cash. The minimum cash target in the Water fund in Fiscal Year 2026 can now be accomplished with an 8% increase instead of a 9% increase. PFAS settlement revenue is likely to reduce future debt service, improving revenue coverage.

It is recommended that the Water rate increase for Fiscal Year 2026 be reduced to 8%. It is also recommended that the Minimum Monthly Water Charge be reduced to $9.61, which reflects an 8% rate increase.

Proposed and approved rate structures of comparable Iowa communities with lime softening treatment similar to Dubuque, are compared in the following table. The calculation is based on the average residential usage of 6,000 gallons per month.

Rank, Highest to Lowest	City	Proposed FY26 Water Cost for 6,000 Gallons
7	Des Moines	$46.00
6	West Des Moines	$45.41
5	Cedar Rapids	$44.02
4	**Dubuque**	**$42.18**
3	Iowa City	$38.59
2	Ames	$37.77
1	Council Bluffs	$37.13

The proposed rate increase of 8% would place Dubuque as having the **fourth** lowest water rate. The highest rate (Des Moines) is 9.06% higher than Dubuque's rate. The average without Dubuque is 1.64% lower than Dubuque's proposed rate.

ACTION TO BE TAKEN
It is recommended that the attached proposed ordinance be approved with an effective date of July 1, 2025.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Randy Gehl, Public Information Officer

Independent Public Advisors, LLC

CITY OF DUBUQUE, IOWA
FY26 WATER RATE REVISION

TO: JENNIFER LARSON, CHIEF FINANCIAL OFFICER, CITY OF DUBUQUE

SUBJECT: FY26 WATER RATE INCREASE

DATE: JUNE 10, 2025

FROM: TIONNA POOLER, PRESIDENT, IPA, LLC

SUMMARY

The City is re-evaluating the FY26 rate increase in consideration of PFAS revenue and decreased FY25 operating expenses. The FY26 rate increase can be reduced to 8% from 9%.

ASSUMPTIONS

- PFAS revenue will total $3.4 million through FY33.
- Operating expenses are under budget by an estimated $800,000.

RESULTS

In the near term, the City's water rate increases are largely driven by a minimum cash balance target (see line 19 below). Prior to the estimated expense reduction, cash balances in FY26 were expected to be less than 20%. The reduction of actual expenses compared to budget in FY25 results in an overall increase in cash. Now, the estimated balance in FY26 of 26% (line 19) can be accomplished with an 8% increase.

PFAS revenue is likely to reduce future debt service, improving already strong revenue coverage (line 11). While a reduction in debt service will mean the accumulation of additional cash over time, this will not have a meaningful impact on cash balances in the near term.

		Revised	Budget	Projected	Projected	Projected	Projected
1	**Fiscal Year End:**	**06/30/25**	**06/30/26**	**06/30/27**	**06/30/28**	**06/30/29**	**06/30/30**
2	**Rate Increase:**	**12.00%**	**8.00%**	**8.50%**	**8.50%**	**8.50%**	**8.00%**
3	Operating Revenues:	$ 12,841,487	$ 13,304,968	$ 14,378,752	$ 15,543,806	$ 16,807,891	$ 18,098,744
4	Operating Expenses:	9,374,653	10,632,530	10,825,961	11,195,027	11,582,796	11,951,371
5	Net Operating Revenue:	$ 3,466,834	$ 2,672,438	$ 3,552,790	$ 4,348,780	$ 5,225,095	$ 6,147,374
6	Interest Earnings:	432,233	350,000	200,000	200,000	200,000	200,000
7	Net Revenue For Debt	$ 3,899,067	$ 3,022,438	$ 3,752,790	$ 4,548,780	$ 5,425,095	$ 6,347,374
8	Existing Revenue Debt:	$ 1,703,280	$ 1,708,380	$ 1,711,820	$ 1,715,620	$ 1,655,760	$ 1,662,500
9	Planned CIP Issuances:	-	137,236	327,487	719,737	974,603	1,390,273
10	Total Revenue Debt:	$ 1,703,280	$ 1,845,616	$ 2,039,307	$ 2,435,357	$ 2,630,363	$ 3,052,773
11	Net Revenues/Revenue Debt:	2.289	1.638	1.840	1.868	2.062	2.079
12	Existing GO Debt:	$ 1,020,066	$ 1,033,350	$ 1,029,760	$ 987,738	$ 982,451	$ 976,083
13	Net Revenues/ All Debt	1.432	1.050	1.223	1.329	1.502	1.575
14	Cash After All Debt:	$ 1,175,721	$ 143,473	$ 683,723	$ 1,125,685	$ 1,812,281	$ 2,318,517
15	Operating Transfer to Capital:	(9,500,000)	(1,616,500)	(750,000)	(1,900,000)	(2,750,000)	(1,826,369)
16	Other Operating (+/-):	651,045	582,968	951,878	1,061,350	1,181,770	1,314,231
17	Beginning Cash:	$ 11,368,213	$ 3,694,979	$ 2,804,920	$ 3,690,521	$ 3,977,556	$ 4,221,607
18	Ending Cash:	$ 3,694,979	$ 2,804,920	$ 3,690,521	$ 3,977,556	$ 4,221,607	$ 6,027,986
19	Cash Balance as % O&M:	39.4%	26.4%	34.1%	35.5%	36.4%	50.4%

ORDINANCE NO. _____-25

ESTABLISHING THE CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES SECTION 13-1C-2 FIXING WATER RATES FOR FIRE SPRINKLER SERVICE

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

Section 1. Section 13-1C-2 of the City of Dubuque Code of Ordinances is hereby unchanged, and shall read as follows:

Section 13-1C-2: Fire Sprinkler Service.

Customers who have fire sprinkler service shall be billed for this service on a monthly basis. The monthly charge shall be as follows:

CURRENT NUMBER OF HEADS	MONTHLY CHARGES
Up to 200 (minimum)……..	$32.24
200-299 ……..	$38.70
300-399 ……..	$45.06
400-599 ……..	$51.58
600-799 ……..	$57.96
800 -999 ……..	$64.45
1,000 - 1,199 ……..…….....……..	$70.92
1,200 - 1,399 ……..…….....……..	$77.30
1,400 - 1,599 ……..…….....……..	$83.75
1,600 - 1,799 ……..…….....……..	$90.21
1,800 - 1,999 ……..…….....……..	$96.60
2,000 - 2,199 ……..…….....……..	$103.08
2,200 - 2,399 ……..…….....……..	$109.51
2,400 - 2,599 ……..…….....……..	$115.98
2,600 - 2,799 ……..…….....……..	$122.41
2,800 - 2,900 ……..…….....……..	$129.02
3,000 - 3,499 ……..…….....……..	$135.28
Over 3,500*……..…….....……..	$6.43

*(for each additional 500 heads or fraction thereof)

Section 2. This Ordinance shall take effect July 1, 2025.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

ORDINANCE NO. _____-25

ESTABLISHING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES, SECTION 13-1C-1(A) FIXING WATER RATES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AND ALL OTHER USES

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

Section 1. Section 13-1C-1(A) of the City of Dubuque Code of Ordinances, is hereby unchanged, and shall read as follows:

Section 13-1C-1A: Residential, Commercial, Industrial and All Other Uses.

A. Rates Established: The rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the city shall be based on units of one hundred cubic feet (748 gallons) or per gallon as follows:

Monthly Consumption (in Hundreds of Cubic Feet)	Charge per Hundred Cubic Feet
First 30	$5.30
Next 120	$4.31
Next 350	$4.01
Next 500	$3.53
Over 1,000	$3.13

Monthly Consumption (in Gallons)	Charge per Gallon
First 22,440	$0.00703
Next 89,760	$0.00577
Next 261,800	$0.00537
Next 374,000	$0.00474
Over 748,000	$0.00415

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

Meter Size Inches	Monthly Consumption (In Hundreds of Cubic Feet)	Monthly Consumption (In Gallons)	Minimum Charge
5/8	2	1,496	$10.52
3/4	5	3,740	$26.31
1	8	5,984	$42.08
1 1/2	26	19,448	$127.69
2	46	34,408	$226.79
3	106	79,288	$485.62
4	168	125,664	$747.71
6	368	275,264	$1,550.70
8	625	467,500	$2,523.97

A property owner shall pay a $50.00 disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the $50.00 disconnect fee.

A $50.00 service call fee shall be changed to property owners or tenant account for those service calls that are determined to be related to customer negligence.

A $9.61 minimum monthly charge shall be assessed for meters not in service.

Section 2. This Ordinance shall take effect July 1, 2025.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

City of Dubuque
Water Utility Fiscal Year
Rate Comparison
FY2025 to FY2026

Rates based on units of one-hundred cubic feet (748 gallons)

Monthly Consumption (CCF)		Actual FY25 12.00%	Proposed FY26 8.00%
First	30	$4.91	$ 5.30
Next	120	$3.99	$ 4.31
Next	350	$3.71	$ 4.01
Next	500	$3.27	$ 3.53
Over	1,000	$2.90	$ 3.13

Monthly Consumption (Gals)		FY25 12.00%	FY26 8.00%
First	22,440	$0.00651	$ 0.00703
Next	89,760	$0.00534	$ 0.00577
Next	261,800	$0.00497	$ 0.00537
Next	374,000	$0.00439	$ 0.00474
Over	748,000	$0.00384	$ 0.00415

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

Meter Size	Cubic Feet	Gallons	Actual FY25 12.00%	Proposed FY26 8.00%
5/8	2	1,496	$9.74	$ 10.52
3/4	5	3,740	$24.36	$ 26.31
1	8	5,984	$38.96	$ 42.08
1 1/2	26	19,448	$126.61	$ 127.69
2	46	34,408	$209.99	$ 226.79
3	106	79,288	$449.65	$ 485.62
4	168	125,664	$692.32	$ 747.71
6	368	275,264	$1,435.83	$ 1,550.70
8	625	467,500	$2,337.01	$ 2,523.97

a) For users outside the city limits, an additional charge equal to 50% of the above rates will be made
b) A **$9.61** minimum monthly charge shall be assessed for meters not in service, this reflects the 8% rate increase.

City of Dubuque

Fire Sprinkler Rate Comparison

FY2025 to FY2026

	Actual FY25 12.00%	Proposed FY26 8.00%
Up to 200 (minimum)	$ 29.85	$ 32.24
200-299	$ 35.83	$ 38.70
300-399	$ 41.72	$ 45.06
400-599	$ 47.76	$ 51.58
600-799	$ 53.67	$ 57.96
800-999	$ 59.68	$ 64.45
1,000 - 1,199	$ 65.67	$ 70.92
1,200 - 1,399	$ 71.57	$ 77.30
1,400 - 1,599	$ 77.55	$ 83.75
1,600 - 1,799	$ 83.53	$ 90.21
1,800 - 1,999	$ 89.44	$ 96.60
2,000 - 2,199	$ 95.44	$ 103.08
2,200 - 2,399	$ 101.40	$ 109.51
2,400 - 2,599	$ 107.39	$ 115.98
2,600 - 2,799	$ 113.34	$ 122.41
2,800 - 2,900	$ 119.46	$ 129.02
3,000 - 3,499	$ 125.26	$ 135.28
Over 3,500*	$ 5.95	$ 6.43

*(for each additional 500 heads or fraction thereof)

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 7.

ITEM TITLE:	Request for City Council Ratification of Teamsters Local 120, Mixed, July 1, 2025, Collective Bargaining Agreement (CBA)
SUMMARY:	City Manager recommending City Council ratification of the City of Dubuque/Teamsters Local 120 Mixed (BU-0503 & BU-0229) Collective Bargaining Agreement to become effective July 1, 2025.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo to MVM re Request for execution to ratify Teamsters Local 120 Mixed BU-0503 & BU-0229 CBA 7-1-25 thru 6-30-30
3. Teamsters Mixed 7-1-25 Signature Page (partially executed, needs Mayor's signature)
4. 20250423 Teamsters Mixed Contract 7-1-2025 - FINAL (3)
5. Public Input_Uploaded 6.16.25

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Ratification of Teamsters Local 120, Mixed, July 1, 2025, Collective Bargaining Agreement (CBA)

DATE: June 11, 2025

Chief Human Resources Officer Shelley Stickfort is recommending City Council ratification of the City of Dubuque/Teamsters Local 120 Mixed (BU-0503 & BU-0229) Collective Bargaining Agreement to become effective July 1, 2025.

Consistent with the provisions of Iowa Code Chapter 20 “Public Employment Relations (Collective Bargaining)” and as directed by the City Council, the City of Dubuque’s bargaining team engaged in a collective bargaining process with the Teamsters Local 120, Mixed (BU-0503 & BU-0229) and reached a tentative agreement on or about April 18, 2025. The City received notice on or about May 30. 2025 that the Teamsters Local 120 Mixed, through a membership vote, ratified the tentative agreement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Human Resources Director

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Chief Human Resources Officer

DATE: June 7, 2025

RE: Request for City Council Ratification of Teamsters Local 120, Mixed, July 1, 2025 Collective Bargaining Agreement (CBA)

Consistent with the provisions of Iowa Code Chapter 20 "Public Employment Relations (Collective Bargaining)" and as directed by the City Council, the City of Dubuque's bargaining team engaged in a collective bargaining process with the Teamsters Local 120, Mixed (BU-0503 & BU-0229) and reached a tentative agreement on or about April 18, 2025. The City received notice on or about May 30. 2025 that the Teamsters Local 120 Mixed, through a membership vote, ratified the tentative agreement.

A Brief Overview Summary of the Changes from the Contract Ending June 30, 2025 includes:

A. **In General**: Wordsmithing to ensure inclusive and neutral language, updating to current representative, department, or title references, subject/verb agreement, updating to current statutory language, formatting, and article re-ordering and renaming for a logical flow.
B. **Added Definitions Section for** Pay and Statuses
C. **Article 1 Recognition**: Updated to reflect current department names and positions/titles.
D. **Article 5 Union Negotiating Committee**: Changed number of employees on the Union's negotiating committee who are eligible for paid status from four to five.
E. **Article 11 Bereavement Leave:** formerly known as Funeral Leave; Changed from up to three consecutive workdays to up to five workdays for the death of all members of an employee's "immediate family." Added on workday of bereavement leave to attend the funeral of an extended family member (aunts, uncles, nieces, nephews, and cousins.)
F. **Article 12 Sick Leave**: Changed to permit accrued sick leave to be used for family caregiving leave for eligible family members.
G. **Article 17 Job Posting**: Changed minimum number of days an open job is posted from three working days to seven calendar days.
H. **Article 19 Vacation**: Incorporated the Second Amendment to the CBA ending June 30, 2025 that provides for vacation accrual on a per pay period and the opportunity to accrue up to a maximum of 320 hours of unused vacation.

I. **Article 20 Holiday/Holiday Paid Leaves:** Differentiates between holiday pay for working on a City-defined holiday and pay for not working on a holiday aka Holiday Paid Leave.
J. **Article 21 Holiday Pay**: Added to clarify that all hours worked on a City-defined holiday are paid three times their base rate and that a holiday is a twenty-four hour period from midnight to midnight.
K. **Article 22 Personal Leave Time**: Changes from "day" to "Leave Time" and from three days per fiscal year to twenty-four hours per fiscal year.
L. **Article 26 Shift Premium**: Prior CBA article overhauled to clarify which work times, positions, departments, and specific shifts or positions are eligible for shift premium pay. Increased identified specific work hour times from fifty cents per hour shift premium to seventy-five cents or one dollar per hour.
M. **Article 27 Callback Pay:** Removed content/language regarding On-Call from this article and created a separate standalone article addressing On-Call.
N. **Article 28 On-Call**: New standalone article; provides for assignment of staff to on-call status and expectations when assigned on-call status; provides for compensation or compensatory time options for staff assigned to on-call; differentiates between Holiday On-call and Non-Holiday on-call; distinguishes on-call for Public Works Department employees from other positions within the scope of this contract.
O. **Article 30 Wage Plan**: Added Appendix A for FY26 which incorporates part the Classification and Compensation recommendations. For FY26 there is a targeted, aggregate increase of 3.24% for the first full pay period after July 1st..Then annual increases the first full pay period after July 1st each year as follows:
    FY 27: 3% ATB
    FY 28: 2.75% ATB
    FY 29: Wage Reopener
    FY 30: Wage Reopener
P. **Article 31 Part-Time Employees:** Defines part-time employees as a regular status employee hired on a continuous basis with a full-time equivalency of less than 1.0 throughout the fiscal year.
Q. **Article 32 Temporary Employees**: Temporary employees continue to require a qualifying year prior to inclusion in this CBA. The qualifying eligibility is over one hundred and twenty consecutive days in each calendar year.
R. **Article 34 Duration:** Five-year Agreement (July 1, 2025 through June 30, 2030.

I respectfully request your support in this request and recommendation that the City votes to ratify the Tentative Agreement ratified by the Teamsters Local 120 Mixed union.

Attachments: Partially executed CBA (signature page)

Signed this_____day of_____ 2025.

TEAMSTERS LOCAL UNION NO. 120

Kevin Saylor, Vice President/Business Agent

Tom Erickson, President

CITY OF DUBUQUE, IOWA

MAYOR Brad M. Cavanagh

ATTEST:

Adrienne Breitfelder
CITY CLERK

AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

TEAMSTERS LOCAL UNION NO. 120 MIXED PERB BU-0503 AND BU-0229

JULY 1, 2025 through JUNE 30, 2030

PREAMBLE

This Agreement is made and entered into by and between the City of Dubuque, Iowa (hereafter called the City) and the Teamsters Local Union No. 120 (hereafter called the Union) and between the City and the Union on behalf of the employees in the Bargaining Unit, recognized and described in Article I, Recognition, of this Agreement.

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DEFINITIONS

Full-time Employee: An employee who serves in a position that is a 1.0 full-time equivalent (FTE).

Part-time Employee: An employee who serves in a position that is less than a 1.0 full-time equivalent (FTE). A part-time employee does not include temporary, or other limited-term employees.

Temporary Employee: Temporary employee shall mean an employee hired on a temporary, as needed, or limited term basis and who is employed for over four consecutive months in the positions listed in the Recognition Article.

Base Pay (or Base Rate): An employee's base pay (or base rate) is the employee's hourly rate of pay as is reflected on the wage plan represented in Appendix A or the Wages Article of this Agreement, and excluding any additional payments such as overtime, longevity, shift premiums, and other wage augments.

Regular Pay (or Regular Rate): An employee's regular pay (or regular rate) is the employee's hourly base rate of pay on the wage plan represented in Appendix A or the Wages Article of this Agreement, inclusive of additional payments provided for under this Agreement such as longevity, shift premiums, and other wage augments.

ARTICLE 1
RECOGNITION

The City recognizes the Teamsters Local Union No. 120, certified by the Public Employment Relations Board in Case #5709 and amended in Case Numbers 5615, 1597, 1290,439 and 8089, as the exclusive bargaining representative for certain employees of the City of Dubuque. The following has been determined as the bargaining unit:

INCLUDED:

Full-time employees in the following positions by department:

Airport Department
Airport Mechanic
Airport Maintenance Worker

Parks and Recreation Department
Assistant Horticulturist
Forestry Technician
Golf Course Technician
Horticulturist
Maintenance Supervisor
Maintenance Technician
Mechanic
Natural Resources Sustainable Practices Specialist
Urban Forester

Public Works Department
Environmental Technician
Equipment Operator
Landfill Maintenance Lead
Landfill Mechanic
Lead Mechanic
Maintenance Lead
Mechanic
Purchasing and Service Coordinator
Resource Management Lead
Sanitation Driver
Scale Operator
Sewer Maintenance Worker
Street Maintenance Worker
Street Sweeper Operator
Traffic Signal Technician
Yard Waste/Snowfighter

Transportation Services Department
Maintenance Technician
Parking System Technician
Transit Dispatcher
Transit Service Technician

Part-time employees in the following departments/positions

Parks and Recreation Department
Golf Course Technician
Parks Groundskeeper

Temporary or limited term employees who are employed over one hundred and twenty (120) consecutive days in the prior calendar year in the following positions in the Parks and Recreation Department and Public Works Department.
Forestry Laborer
Golf Course Facilities Groundskeeper
Park Fee Collector
Parks Groundskeeper
Parks Landscape Crew Member
Parks Sanitation Driver
Pool Laborer
Softball Landscape Crew
Street Maintenance Worker

EXCLUDED: All non-bargaining unit, supervisory, and confidential employees, all other temporary, or limited-term employees, and all other employees excluded by Iowa Code § 20.4 (2025).

ARTICLE 2
GENERAL CONDITIONS

Public Employer Rights

Public employers shall have, when not in conflict with other provisions of this Agreement, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

A. Direct the work of its public employees.

B. Hire, evaluate, promote, demote, transfer, assign, and retain public employees in positions within the public agency.

C. Suspend or discharge public employees for proper cause.

D. Relieve public employees from duties because of lack of work or for other legitimate reasons.

E. Maintain the efficiency of governmental operations.

F. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.

G. Take such actions as may be necessary to carry out the mission of the public employer.

H. Initiate, prepare, certify, and administer its budget.

I. Exercise all powers and duties granted to the public employer by law.

ARTICLE 3
NO STRIKE CLAUSE

It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in Public Employment Relations Act, Chapter 20, Code of Iowa (2025) shall be applicable.

ARTICLE 4
UNION REPRESENTATIVES

The Union shall provide the City with a list of representatives by name, position, and area which each representative serves (if steward). Changes in this list shall be furnished to the City promptly. The City need not recognize any Union representative of whom it has not been informed.

The Union shall notify the City Department Head, Chief Human Resources Officer, and Employee Relations Manager within ten (10) business days of each appointment, removal, or other change related to an employee serving as a Union steward or other position under this Agreement.

When necessary to investigate a grievance, with knowledge and approval of the department manager, the Business Agent may meet with the employee, steward, and/or shop committee member on the job site.

ARTICLE 5
UNION NEGOTIATING COMMITTEE

Members of the negotiating committee shall be paid their base rate of pay plus longevity, if otherwise eligible, when they participate in negotiating meetings during their regularly scheduled workday. The number of employees eligible for payment shall be limited to five (5). No payment shall be made to any employee when an employee negotiates outside of an employee's regular work hours.

In the event the Union sends more than five (5) employees to any negotiating meeting, the Union shall designate which five (5) employees are eligible for payment by the City under this Article.

ARTICLE 6
NONDISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit by either party to this Agreement because of mental or physical disability, age, sex, gender identity, sexual orientation, marital status, race, color, religion, national origin, creed, or political affiliation.

Complaints involving an allegation of discrimination may be filed with the appropriate agency or organization.

ARTICLE 7
PAYDAY

Payday shall be every other Friday. If the payday is an observed holiday, the payday shall be the day before the holiday.

ARTICLE 8
BULLETIN BOARDS

Non-locking, physical bulletin boards shall be provided by the City in each department for posting notices of Union recreation and social affairs, Union elections, Union appointments,

and Union meetings. All notices must be signed by a Union representative and approved by the department manager or designee prior to posting.

ARTICLE 9
INJURY LEAVE

Section 1

When a regular employee of the City sustains a personal injury or illness arising out of and in the course of an employee's employment, the employee may, for the first three (3) working days of total disability following the injury, use earned and unused sick leave. Beginning of the fourth calendar day of total disability following the day of injury or illness the employee may receive in addition to the Worker's Compensation benefits a sum which together with said Worker's Compensation benefits shall equal one hundred percent (100%) of the employee's base rate plus longevity pay. The difference between the Worker's Compensation benefits and the full one hundred percent (100%) base plus longevity rate of pay will be deducted from the earned and unused sick leave of the employee. Upon expiration of an employee's accumulated and unused sick leave the employee shall be entitled only to the benefits under the Iowa Worker's Compensation Law.

Section 2

With the exception of those benefits provided by State law, an employee who is physically able to and who fails to report within seventy-two (72) hours any job-related injury or illness, however minor, to the employee's department or division manager and to take such first aid or medical treatment as may be necessary, shall not be eligible for the benefits outlined in this Article. An employee shall return to work when the physician states the employee is able to do so. Prior to being allowed to return to work, the employee shall provide a written statement from a physician stating that the employee is released to return to work and is capable of performing the essential functions of the employee's position.

ARTICLE 10
MILITARY LEAVE

Military leave shall be administered in accordance with the Iowa Code § 29A.28 (2025). Employees desiring military leave shall submit a written request to the department manager, with a copy to the Human Resources Department, at least fourteen (14) calendar days in advance of when such leave is to begin. Any disagreement involving the interpretation or application of this Article shall not be a proper subject for the grievance procedure of this Agreement.

ARTICLE 11
BEREAVEMENT LEAVE

Regular, full-time employees with 30 days or more of continuous service may take up to 5 days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" for the purposes of bereavement leave are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one

(1) day off with pay to attend the funeral of an extended family member (aunts, uncles, nieces, nephews, and cousins).

The City may require verification of the need for the leave. The employee's supervisor and Human Resources will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the base hourly rate to a maximum of 8 hours for 1 day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Department or division managers are encouraged to permit employees to use accrued sick or vacation time to supplement bereavement leave in consideration of the circumstances for which bereavement leave is needed.

ARTICLE 12
SICK LEAVE

Section 1

It is the purpose of this sick leave provision to protect the employee from financial loss during an absence from work on account of illness or injury of the employee. In accordance with the following provision, sick leave with pay may be granted for illness or injury to the employee including service-connected illness or injury. An employee who incurs an illness or injury while employed by another employer or doing contract work for pay shall not be entitled to sick leave benefits.

Section 2 – Family Caregiving Leave

Family caregiving leave with pay may be granted for the illness or injury of an employee's eligible family members. Eligible family members are the employee's spouse, employee's dependent children, employee's dependent stepchildren, employee's parents, or employee's stepparents. Family caregiving leave is chargeable against the employee's earned sick leave. If the employee does not have earned sick leave, family caregiving leave may not be used.

Section 3

Sick leave shall be administered as follows:

All absences from work chargeable against sick leave shall be reported to the employee's department manager or designee prior to the start of work on the day of absence. Failure to do so shall result in the loss of sick leave payment. No employee shall receive compensation by reason of sick leave benefits until the department manager or designee prior has certified the cause of the absence for which sick leave benefits are requested. The City reserves the right at any time to require proof of illness or injury. The City may require a medical examination, performed by a physician selected by the City, to determine the eligibility of employees to remain on sick leave or return to work. Said examination shall be paid for by the City. Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action. It is the responsibility of the employee to keep the department manager or designee prior informed each day of absence chargeable to sick leave.

Section 4

Sick leave shall accrue at the rate of one (1) day (eight [8] hours) per month (3.6923 hours biweekly) of continuous service. The term month as used in this Section shall mean calendar month. An employee shall start to accrue sick leave from the employee's date of appointment to a full-time position and shall be eligible for sick leave after sixty (60) calendar days of continuous service. Sick leave shall be paid to the employee at the employee's regular rate of pay predicated on an eight (8) hour workday. Employees shall be charged one (1) sick day (eight [8] hours) for every day of absence. It is understood that sick leave shall not be paid to an employee who is on the employee's regular day off.

An employee who is on leave due to an injury or illness shall accrue sick leave for a period not to exceed sixty (60) calendar days following the date of injury or illness.

Sick leave shall be considered time worked for purposes of computing contract overtime only.

Section 5

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of one hundred twenty (120) sick days (960 sick leave hours) whichever is less.

Section 6 – Sick Leave Payout Upon Retirement

Employees will be paid 100% of accrued sick leave at retirement. Payment will be based on the employee's base rate of pay at retirement. Payment will be made over a five-year period, except where the payout amount is equal to or less than $1,310.00, in which case payment will be made in a lump sum at the next regular pay date after the employee's last date of employment. In order for a retiring employee to be eligible for such payment, the employee shall have completed twenty (20) years of continuous service in a full-time position or retired as a result of a disability and must be eligible for pension payments from the Iowa Public Employees Retirement System immediately upon retirement.

ARTICLE 13
PREGNANCY LEAVE

An employee's pregnancy, childbirth, or related medical condition may be regarded as a temporary disability. The commencement and duration of leave, availability of extensions, accrual of seniority, and other benefits and privileges of the employee's employment, shall be applied to a disability due to the employee's pregnancy, childbirth, or related medical condition on the same terms and conditions as they are applied to other temporary disabilities. Sick leave benefits, to the extent of the employee's accumulated sick leave, shall be utilized for the period that the employee is disabled because of the employee's pregnancy, childbirth, or related medical condition. The employee shall use all other available paid leaves (such as vacation, compensatory time, and personal leave time) before an unpaid leave of absence may be granted. All unpaid leaves of absence are subject to the provisions of Article 15, LEAVE OF ABSENCE WITHOUT PAY, of this Agreement. The employee is responsible for providing timely notice of the period of leave requested. For purposes of this Article, "timely notice" shall mean as soon as reasonably practicable, but in no event not more than seven (7) days after the date on which the employee requests leave to commence pursuant to this Article.

ARTICLE 14
PAID PARENTAL LEAVE

Section 1 – Purpose/Objective

The City of Dubuque will provide up to nine (9) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster to adopt care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed to adopt child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Section 2 – Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the City of Dubuque for at least twelve months (the twelve months do not need to be consecutive).
- Have worked at least 1,250 hours during the twelve consecutive months immediately preceding the date the leave would begin.
- Be a full -time, regular employee. (Part-time or temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Section 3 – Amount, Time Frame, and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of nine (9) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the up to nine-weeks total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than nine weeks of paid parental leave in a rolling twelve-month period, regardless of whether more than one birth, adoption, or foster-to-adopt care placement event occurs within that twelve-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's base rate plus longevity weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this twelve-month time frame.

- In the event an employee who has given birth; the nine weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.

- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the twelve-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve-month time frame.

- Upon termination of the individual's employment at the City, the employee will not be paid for any unused paid parental leave for which the employee was eligible.

Section 4 – Coordination with Other Policies

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster to adopt, the leave will be counted toward the twelve weeks of available FMLA leave per a twelve-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed twelve weeks during the twelve-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employee accrued sick, vacation, and personal time. Upon exhaustion of accrued sick, vacation, and personal time, any remaining leave will be unpaid leave.

- The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other City paid leave such as paid vacation leave or paid sick leave.

- If a City holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

Section 5 – Requests for Paid Parental Leave

- The employee will provide the employee's department manager or designee and the Human Resources Department with notice of the request for leave at least thirty days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Human Resources department to substantiate the request.

- As is the case with all City policies, the City has the exclusive right to interpret this policy.

ARTICLE 15
LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the recommendation of the department manager and the Human Resources Department. An employee desiring a leave of absence without pay shall submit a request in writing to the City Manager at least seven (7) calendar days in advance of when the leave is to begin. The request shall contain a statement as to the reason(s) for the desired leave, the date when the leave is to begin, and the date of return to duty. Requests for a leave of absence without pay for union business or activities will be given serious consideration. No leave of absence may be granted to participate in political activities. Denial of a request for a leave of absence without pay or the reason(s) therefore shall not be a proper subject for the grievance procedure of this Agreement. Failure to return to work at the end of a leave shall constitute cause for dismissal. It is understood that a leave of absence without pay shall not be used for the purpose of accepting employment elsewhere. An employee accepting other employment shall be terminated. An employee may be required to take a physical examination before being allowed to return to work after a leave of absence without pay. An employee granted a leave of absence without pay, upon completion of the leave, shall be returned to the same position and the same pay step in the pay grade corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act, during a leave of absence without pay, the employee shall continue to accrue seniority, but shall not accrue or receive any other privileges, benefits, or pay granted by this Agreement.

ARTICLE 16
SENIORITY

Section 1

An employee shall serve a trial period of at least six (6) months. After completing six (6) months of continuous service in a full-time position, the employee shall have established seniority and the employee's seniority date shall be retroactive to the most recent date of employment in a full-time position covered by this Agreement. For purposes of computing benefits (e.g., sick leave accrual, vacation accrual, longevity), length of continuous service shall relate to an employee's most recent date of employment in a full-time position with the City of Dubuque. For purposes of this Article, the term employee shall mean full-time employee. An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or layoff shall not be subject to the grievance procedure of this Agreement. The Union shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial period.

Section 2

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons, including, but not limited to:

A. The employee voluntarily leaves the City's employment.

B. The employee is absent from work for two (2) consecutive working days without notifying the City unless a reason satisfactory to the City is given for failure to notify the City.

C. The employee is discharged for just cause.

D. If, after a layoff, the employee fails to report for work within five (5) working days after being notified in writing, by registered letter, to do so. Said notice to be mailed to the employee's last known address.

E. Death or retirement.

F. Failure to report for work at the expiration of a leave of absence or vacation period, unless the employee can establish a reason that is satisfactory to the City for not returning to work when expected.

ARTICLE 17
JOB POSTING

The City shall post open jobs via its job positing system for a minimum of seven (7) calendar days to afford interested employees an opportunity to make application for positions of interest through the application process and system.

ARTICLE 18
JURY DUTY

Employees required to report for jury duty shall be paid the difference, if any, between the compensation received for jury duty and their base wage plus longevity for each day of jury duty for which the employee is scheduled to work. Mileage and meal allowance received by the employee shall not be deducted from the employee's base wage plus longevity. Normally this is processed by having the employee submit the employee's jury duty compensation, excluding expense and mileage reimbursement, to the Finance Department. An employee who reports for jury duty and is excused from jury duty shall report immediately to the employee's supervisor.

ARTICLE 19
VACATION

Section 1

Employees covered by this Agreement shall accrue vacation leave on the following basis:
a) Employees who have completed less than eight (8) years of continuous service shall accrue vacation each year at the rate of 3.08 hours per pay period, for a total of eighty (80) hours.
b) Employees who have completed eight (8) years of continuous service, but less than fifteen (15) years of continuous service shall accrue vacation each year at the rate of 4.62 hours per pay period, for a total of one hundred twenty (120) hours.
c) Employees who have completed fifteen (15) years of continuous service, but less than twenty-five (25) years of continuous service shall accrue vacation each year at the rate of 6.16 hours per pay period, for a total of one hundred sixty (160) hours.
d) Employees who have completed twenty-five (25) or more years of continuous service shall accrue vacation each year at the rate of 7.70 hours per pay period, for a total of two hundred (200) hours.

Vacation accrual increases on the employee's anniversary date of the continuous service

intervals defined above.

Section 2

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Section 3

Newly hired or newly eligible employees begin to accrue vacation upon eligibility but shall not use vacation until completing four (4) continuous months of service. Vacation is paid at the employee's base rate of pay.

The vacation anniversary date of an employee shall be the same as the employee's seniority date.

Employees may accumulate or carry over accrued, unused vacation from year to year to a maximum accrual or cap of 320 hours of vacation.

Section 4

When one of the regular holidays falls during an employee's requested and approved vacation time frame, the employee shall be allowed to substitute holiday paid leave (paid at the employee's base rate of pay) instead of using a vacation day for that date.

Section 5

An employee who is on a leave of absence due to an illness or injury shall accrue vacation for a period not to exceed two (2) months following the date of the illness or injury.

Section 6

Employees who have completed six (6) months or more of continuous service and who are laid off, resign, or enter military service (provided the City is given a two (2) week notice in the case of resignation or military leave of absence) shall be paid their vacation accrued leave balance.

Section 7

All vacation requests shall be subject to the approval of the department manager or designee. The method and manner of scheduling vacations and the number of employees allowed off at any one time shall be at the discretion of the department manager or designee. Denial of the requested date for vacation shall not be a proper subject for the grievance procedure of this agreement.

ARTICLE 20

HOLIDAYS/HOLIDAY PAID LEAVES

Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

New Year's Day	January First
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June Nineteenth
Independence Day	July Fourth
Labor Day	First Monday in September
Veterans Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve	December Twenty-Fourth
Christmas Day	December Twenty-Fifth
New Year's Eve	December Thirty-First

Section 2

An employee shall forfeit the right to paid leave for a holiday if scheduled to work the holiday and does not report or if absent from work the last scheduled workday preceding and/or the first scheduled workday following the holiday, unless excused by the City for the following reasons:

A. Formal leave of absence.
B. Job incurred injury.
C. Funeral leave.
D. Subpoena as a witness.
E. Illness or injury of less than two (2) months duration with proper doctor's documentation.
F. Excused absence approved in writing by and at the sole discretion of the department manager.

Section 3

When a holiday falls on Sunday, the following day shall be declared a holiday for the employee. When a holiday falls on Saturday, the preceding day shall be declared a holiday for the employee.

Section 4

Employees eligible for holiday paid leave and who do not work on the holiday shall be entitled to eight (8) hours at the base rate of pay for each of the named holidays. Holiday paid leave time shall count as hours worked for the purposes of calculating contractual overtime.

ARTICLE 21
HOLIDAY PAY

Three (3) times the base rate of pay shall be paid for all hours worked on a holiday. A holiday as referenced in Article 20 – Holidays/Holiday Paid Leave is a twenty-four-hour period from 12:00:00 AM to 11:59:59 PM.

ARTICLE 22
PERSONAL LEAVE TIME

A. Considerations

1. Twenty-four (24) hours with pay per fiscal year shall be allowed.

2. Approving or disapproving of the employee's requested date for personal leave time shall be at the sole discretion of the employee's department manager or designee.

3. The employee's request for a specific day or time shall be given maximum consideration consistent with the conditions set forth below under B, but final approval is subject to item A.2. above and denial of the employee's requested date is not a proper subject for a grievance.

4. Exception to A.3. above would only be considered as a proper subject for a grievance if the employee alleges that the requested time was disapproved because of arbitrary, capricious, or personal prejudice on the part of the approving authority.

5. The Union recognizes that approval or disapproval of a specific time must consider the efficient level of service due the general public.

B. Conditions

1. Personal time may be taken anytime during the contract period subject to the provisions of A.2. above.

2. A new employee must have completed at least four (4) full calendar months of the trial period in order to be eligible for personal leave time.

3. Under no circumstances shall pay be requested or approved in lieu of personal leave off with pay.

4. Once a date has been approved for an employee as personal leave time, it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's personal leave time is reserved by the department manager or the manager’s representative when such extenuating circumstances exist.

ARTICLE 23
LONGEVITY

Section 1

Longevity pay shall mean a percentage of salary based on the length of continuous service paid each payday to employees in addition to their base rate of pay.

Section 2

Regular employees performing satisfactorily for a continuous period of six (6) years shall be advanced in pay on the anniversary date of hire by one percent (1%) of their base rate of pay. After twelve (12) years of continuous service employees shall be advanced in pay by two percent (2%) of their base rate of pay. After eighteen (18) years of continuous service employees shall be advanced in pay by three percent (3%) of their base rate of pay. After twenty-four (24) years of continuous service employees shall be advanced in pay by four percent (4%) of their base rate of pay. After thirty (30) years of continuous service employees shall be advanced in pay by five percent (5%) of their base rate of pay.

ARTICLE 24
HOURS OF WORK

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

The City shall provide fourteen (14) calendar days' written notice to the affected employees prior to making non-temporary changes to work schedules. Written notice of the non-temporary changes in work schedules may be provided by electronic communication. The fourteen (14) calendar day notice will start on the date of the electronic message transmission.

Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

ARTICLE 25
OVERTIME

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours per day for a regular 8-hour day work schedule or in excess of ten (10) hours per day for a regular10-hour day work schedule, or forty (40) hours per week. Determination as to 8-hour or 10-hour day work schedules is based on operational and departmental need.

At the discretion of the department manager or designee, employees who are eligible to receive overtime may be granted time off in order to compensate for and instead of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or Agreement. When overtime is required, it must be approved in advance by the employee's supervisor.

ARTICLE 26
SHIFT PREMIUM

Section 1 – General

Except as otherwise provided in this Article, employees who work between 4:00 PM (1600) to 6:00 AM (0600) shall receive an additional seventy-five cents ($.75) per hour on their base rate of pay as a shift premium for all time worked during this eligible time period.

Section 2 – Employees Assigned to a Winter Shift

Employees who have a winter shift overlapping with any time between 4:00 PM (16:00) and 11:59 PM (23:59) shall receive eight (8) hours of shift premium pay at seventy-five cents ($0.75) per hour.

Employees who have a winter shift overlapping with any time between Midnight (00:00) and 6:00 AM (06:00) shall receive eight (8) hours of shift premium pay at fifty cents ($0.50) per hour.

Employees who have a winter shift overlapping with any time between 4:00 PM (16:00) and 11:59 PM (23:59) to cover fleet maintenance duties shall receive eight (8) hours of shift premium pay at one dollar ($1.00) per hour.

Employees who have a winter shift overlapping with any time between Midnight (00:00) and 6:00 AM (06:00) to cover fleet maintenance duties shall receive eight (8) hours of shift premium pay at fifty cents ($0.50) per hour.

Fleet Maintenance roles are entitled to the provisions that reference winter shift assignments that cover fleet maintenance duties. Fleet maintenance duties are those performed by and are limited to the following positions/titles:

Airport Mechanic
Mechanic
Lead Mechanic
Landfill Mechanic
Transit Service Technician
Other positions expressly designated by or temporarily assigned by a department manager or designee

Winter shift shall start and end with notice as provided by the Public Works Department in accordance with Article 24 – Hours of Work.

Section 3 – Non-pyramiding
Shift premium payment shall not apply when an employee is receiving overtime or any other type of premium payment.

ARTICLE 27
CALLBACK PAY

An employee who, after having left the premises following the completion of the employee's regular shift is recalled for additional work, or an employee who is recalled on a non-

scheduled day when in a designated on-call status, or an employee who is requested to report for work in response to a department manager or designee designated emergency situation, shall receive two (2) hours pay at one and one-half (1 ½) times the regular rate of pay. When such work merges with the employee's workday this provision does not apply. Under no circumstances shall an employee be paid twice for the same hours worked.

ARTICLE 28
ON-CALL

Section 1 - General

The City has the right to determine who is on-call. Employees who are assigned on-call who do not respond to a call within ten (10) minutes and present to the work location within forty-five (45) minutes shall forfeit on-call compensation for that day. Employees who are on-call but are not available for work may be subject to discipline.

Section 2 – Holiday On-call

Except as herein provided, employees shall receive, at their option, either two (2) hours of compensatory time, or two (2) hours at their base rate of pay for each holiday assigned on-call. Holidays are those as designated in Article 20 – HOLIDAYS/ HOLIDAY PAID LEAVES.

Section 3 – Non-Holiday On-call

Employees who are placed on-call shall receive, at their option, either one hour at their base rate of pay or one hour of compensatory time for each full day (midnight to midnight), or for twenty-four hour periods as determined by a Division and/or Department, that they are assigned on-call.

Section 4 – Public Works

Employees under Public Works Department shall receive on-call pay as follows:

- Monday through Friday:
    - Employees assigned to cover snow and ice duties: One-quarter (1/4) of an hour's pay at their base rate of pay or one-quarter (1/4) hour of compensatory time for each weekday they are placed on call.
    - Employees assigned to cover sewer maintenance duties: One-half (1/2) of an hour's pay at their base rate of pay or one-half (1/2) hour of compensatory time for each weekday (Monday through Friday) they are placed on call.
- Saturday and Sunday: One (1) hour's pay at their base rate of pay or one (1) hour of compensatory time for each weekend day they are placed on call.
- Holidays: Two (2) hours' pay at their base rate of pay or two (2) hours of compensatory time for each holiday they are placed on call.

ARTICLE 29
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of specific provisions of this Agreement.

Step 1

The employee's supervisor shall be notified of the alleged grievance within fourteen (14) calendar days of the date the alleged grievance occurred. Failure of the employee to notify their administrative supervisor within fourteen (14) calendar days of the date the alleged grievance occurred shall constitute a withdrawal of the grievance. No grievance shall be construed as a continuing grievance.

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally with the aggrieved employee and their administrative supervisor. Employees have the right to representation at any step of the grievance procedure.

Step 2

If the aggrieved matter is not resolved at Step 1, the employee's department manager or designee shall be notified in writing of the alleged grievance within five (5) calendar days of the date of the oral conversation in Step 1. Failure of the employee to notify the department manager or designee as stated herein shall constitute a withdrawal of the grievance.

The nature of the complaint shall be clearly stated so that the department manager will have a fair opportunity to locate the cause of the problem and settle the matter to the satisfaction of all parties concerned. The department manager will answer in writing within ten (10) calendar days after receipt of the grievance. If a meeting is held with the department manager, the aggrieved employee may be accompanied by the steward from the employee's section.

Step 3

If the department manager's written answer is not satisfactory the grievance may, within five (5) calendar days, be appealed to the City Manager and shall, as soon as possible after receipt of this appeal be considered in a meeting between representatives selected by the City and Union. The Union Business Agent may be accompanied by no more than two (2) Union stewards. The City Manager will give a written answer within twenty (20) calendar days after this meeting.

Step 4

If the grievance is not settled in Step 3, within twenty (20) calendar days after receiving the City's written answer, either party may submit the grievance to arbitration. The invoking of arbitration by the Union shall require the approval of the Union and the approval of the aggrieved employee. The parties shall attempt to select an arbitrator as soon as practical after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) calendar days after receipt of the request for arbitration, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process shall be repeated, and the remaining person shall be the arbitrator.

The decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding on both parties to this Agreement. The arbitrator shall have no power to add

to, subtract from, or change any of the provisions of this Agreement. Nor shall the arbitrator have authority to render any decision which conflicts with any law, rule, or regulation binding upon the City. The fees and expenses of the arbitrator shall be shared equally by the City and the Union. However, each party shall be responsible for compensating their own witnesses and representatives as well as paying for transcripts of the proceedings. Awards shall not be retroactive beyond the date of the occurrence or event giving rise to the grievance.

Union stewards, when processing Steps 2 and 3 of the grievance procedure, shall be permitted to leave work after receiving approval from their supervisor and shall suffer no loss of pay but shall not be eligible for overtime pay or any other type of premium pay. The City shall not be responsible for paying any employee as a result of the employee's participation in arbitration.

The time specified for each step of the grievance procedure may be extended by mutual consent. If an answer to a grievance is not given to the employee by the City within any of the time limits specified in this Article, the grievance may be appealed to the next step in the grievance procedure. Failure of the employee or the Union to comply with any time limitations shall constitute a withdrawal of the grievance.

ARTICLE 30
WAGE PLAN

The wage schedules provided in Appendix A shall represent the base rate of pay for positions covered by this Agreement and are effective the first day of the first full pay period in July of each fiscal year (FY).

Generally, the minimum pay step in the salary range established for a position shall be applicable upon appointment to a position in the bargaining unit. Upon promotion an employee shall be placed in the first step of the salary range established for the position to which the employee is promoted that would provide a one (1) step increase.

Advancement to succeeding pay steps in the salary range established for a position shall be based upon a satisfactory performance evaluation. An employee who consistently meets or exceeds performance standards established for a position is eligible for a one (1) step performance advancement. An employee is eligible for a performance advancement (step increase) according to the following schedule:

STEP	INTERVAL NUMBER OF MONTHS
1 TO 2	6
2 TO 3	12
3 TO 4	12
4 TO 5	12
5 TO 6	12

An employee who is denied a performance advancement shall be required to wait six (6) or twelve (12) months, (depending upon the pay step the employee is in) before the employee is eligible for another performance advancement.

The length of service requirements for advancement through the pay steps for part-time

employees shall be two (2) times the length of service requirements set forth in this Article.

ARTICLE 31
PART TIME EMPLOYEES

Part-time employees shall mean a regular status employee hired on a continuous employment basis with a full-time equivalency (FTE) of less than 1.0 throughout the fiscal year. Part-time employees shall not accrue or receive any other benefits, pay, or privileges granted by this agreement, or be subject to any other provision of this agreement, except the Wage Article and the Job Posting article.

ARTICLE 32
TEMPORARY EMPLOYEES

Temporary employees who qualify for inclusion in this bargaining unit in one calendar year will not be covered by this Agreement until the succeeding calendar year and will presume to qualify at the commencement of the succeeding year for purposes of coverage by this Agreement and will thereafter qualify so long as service is over one hundred and twenty (120) consecutive days in each calendar year is maintained; however, one full year lapse in meeting the requirement of over one hundred and twenty (120) consecutive days of employment would necessitate requalification.

If the temporary employee is employed over one hundred and twenty (120) consecutive days and resigns prior to completing their specified term of employment, the employee would have to requalify in accordance with the terms of this Article. The work schedule for temporary employees shall not be construed as a guarantee of hours of work per day, per week, or per year. Temporary employees shall be entitled only to the base rates of pay for the classifications set forth in Appendix A. Temporary employees shall not accrue or receive any other benefits, pay, or privileges granted by this Agreement or be subject to any other provision of this Agreement, except this Article and Job Posting Article. Temporary employees who qualify for inclusion in the bargaining unit as provided for in the second paragraph of this Article are subject to the Wage article.

ARTICLE 33
SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be restrained or held unlawful and unenforceable by any court or adjudicator of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion of this Agreement, and the remainder of this agreement shall remain in full force and effect.

ARTICLE 34
DURATION AND NEGOTIATIONS

This Agreement shall be effective the first day of July, 2025 and shall remain in full force and effect through the thirtieth (30th) day of June, 2030. Negotiations for a succeeding Agreement to become effective on July 1, 2030, shall begin after October 31, 2029, but not later than December 15, 2029.

(Signatures follow . . .)

Signed this_____day of_____ 2025.

TEAMSTERS LOCAL UNION NO. 120

_____
Kevin Saylor, Vice President/Business Agent

_____
Tom Erickson, President

CITY OF DUBUQUE, IOWA

_____
MAYOR Brad M. Cavanagh

ATTEST:

_____
Adrienne Breitfelder
CITY CLERK

APPENDIX A

FY26 Wage Plan/Classification – The FY26 Wage Plan structure implements recommendations based on the third-party vendor's compensation and classification review and makes adjustments/classification changes to positions determined to be lagging the market. Current occupants will be placed at the step in their classification that provides for an increase in their current pay. This wage structure provides for base rate or base pay.

FY27 – ATB 3.0% Increase to base rate wage for each step
FY28 – ATB 2.75% Increase to base rate wage for each step
FY29 – Wage Reopener
FY30 – Wage Reopener

FY26 Wage Schedule/Wage Plan - Teamststers Mixed (formerly known as General Drivers) Employee Group

Becomes effective the start of the first full pay period after July 1, 2025 for those employed prior to July 1,

Meets Competitive Market

Represents a 3.22% aggregate increase with targeted increases per CDC recommendations, including a COLA 1.35% applied to Grades 5-13

Level/Grade	Job Title	Department or Division	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Legacy Only Step 7	Step 8	Step 9	Step 10	Step 11
13	Urban Forester	Parks Division	$32.33	$34.24	$36.13	$38.04	$39.94	$41.84					
12	*NO CURRENT POSITIONS AT THIS CLASSSICATION LEVEL*		$30.15	$31.93	$33.70	$35.47	$37.25	$39.02					
11	Environmental Technician	Public Works	$28.11	$29.77	$31.42	$33.07	$34.72	$36.37					
	Horticulturist	Parks Division											
	Maintenance Supervisor	Parks Division											
	Sewer Maintenance Lead	Public Works											
	Street Maintenanance Lead	Public Works											
	Lead Mechanic	Public Works											
	Landfill Maintenance Lead	Public Works											
10	Mechanic	Public Works, Parks Division	$26.23	$27.78	$29.32	$30.86	$32.40	$33.95					
	Landfill Mechanic	Public Works											
	Airport Mechanic	Airport											
	Natural Resources & Sustainable Practices Specialist	Parks Division											
9	Equipment Operator	Public Works	$24.50	$25.94	$27.37	$28.81	$30.25	$31.69	$32.49	$33.54	$35.21		
	Lead Sanitation Driver	Public Works											
	Procurement Spclst)	Public Works											
	Street Sweeper Operator	Public Works											
	Transit Service Technician	Transportation Services											
	Airport Maintenance Worker	Airport											
	Parking System Technician	Transportation Services											
	Traffic Signal Technician	Public Works							$32.49	$33.54	$35.21	$36.45	$38.33
8	Assistant Horticulturist	Parks Division	$22.88	$24.23	$25.58	$26.93	$28.28	$29.62	$29.74	$30.39			
	Forestry Technician	Parks Division											
	Golf Course Technician	Recreation Division											
	Maintenance Technician	Parks Division; Transportation											
	Yard Waste/Snowfighter	Public Works											
	Sanitation Driver	Public Works											
	Scale Operator	Public Works											
7	Transit Dispatcher	Transportation Services	$21.38	$22.64	$23.90	$25.16	$26.41	$27.67					
6	Sewer Maintenance Worker (FKA Equip Op I)	Public Works	$19.97	$21.14	$22.32	$23.49	$24.67	$25.84	$27.21	$27.97	$28.66	$29.31	$30.39
	Street Maintenance Worker (FKA Utility Worker and Equip Op I)	Public Works											
5	NO CURRENT POSITIONS AT THIS CLASSIFICATION LEVEL		$18.67	$19.76	$20.87	$21.96	$23.06	$24.16					
4	Forestry Laborer	Parks Division	NA	$ 19.17	NA	NA	NA	NA					
	Parks Sanitation Driver	Parks Division	NA	$ 19.17	NA	NA	NA	NA					
3	Golf Course and Facilities Groundskeeper	Recreation Division	$ 16.80	$ 17.69	NA	NA	NA	NA					
	Parks Groundskeeper	Parks Division	$ 16.80	$ 17.69	NA	NA	NA	NA					
	Parks Landscape Crew Member	Parks Division	$ 16.80	$ 17.69	NA	NA	NA	NA					
	Pool Laborer	Recreation Division	$ 16.80	$ 17.69	NA	NA	NA	NA					
	Softball Landscape Crew	Recreation Division	$ 16.80	$ 17.69	NA	NA	NA	NA					
2	Park Fee Collector	Parks Division	$ 15.96	NA	NA	NA	NA	NA					

Current Occupants would be placed at the Step in their classification that provides for an increase from current pay.

This classification/wage structure provides for base wages or base pay rate or base rate of pay.

Six Step Wage Plan becomes effective July 1, 2025 for person employed July 1, 2025 and thereafter.

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, June 16, 2025 8:57 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #224260] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	224260
Date/Time	6/16/2025 8:57 AM
Type	Contact City Council
Address	2855 BURLINGTON ST, Dubuque
Origin	Website
Comments	I am disappointed in the 3.2% raises in FY26 and 3% for zFy27 Teamster wage increases. Projected inflation rate is 2.4%-2.7% with Social Security currently projected at 2.4%. If wages are above the inflation then the city should be able to point out what productivity gains those employees have obtained. I ask the City Council, City Manager, and Teamsters to justify at tonight's meeting, why employees deserve larger raises than people on Social Security?? Clark Schloz P.E.
Submitter	Schloz, Clark 2925 Burlington Street Dubuque, IA 52001 563-357-7214 clarkscholz34@gmail.com

View in QAlert

Dubuque, IA

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 8.

ITEM TITLE:	Ordinance Amendment: Civil Service Commission Membership
SUMMARY:	City Clerk recommending City Council adopt an ordinance changing the number of Civil Service Commissioners from three to five, effective August 16, 2025. **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 2 Civil Service Commission, Sections 2-2-5 Membership And 2-2-7 Terms For The Expansion Of The Commission Pursuant To State Law
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. Staff Memo
2. Ordinance

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Ordinance Amendment: Civil Service Commission Membership

DATE: June 11, 2025

On May 19, 2025, Governor Kim Reynolds signed Iowa Senate File 311 into law, which takes effect on August 16, 2025. A key provision of the law amends Iowa Code Section 400.1(1), requiring cities with a population over 50,000 to set the number of civil service commissioners at no fewer than five and no more than seven. Previously, only cities with a population over 70,000 were required to have a minimum of three commissioners. The submitted ordinance brings the City of Dubuque into compliance with this new requirement by increasing the number of Civil Service Commission members from three to five, effective August 16, 2025.

Cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Chief Human Resources Officer
Jeremy Jensen, Police Chief
Amy Scheller, Fire Chief

ORDINANCE NO. _____-25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 2 CIVIL SERVICE COMMISSION, SECTIONS 2-2-5 MEMBERSHIP AND 2-2-7 TERMS FOR THE EXPANSION OF THE COMMISSION PURSUANT TO STATE LAW

WHEREAS, the Civil Service Commission is currently composed of three (3) residents; and

WHEREAS, Governor Kim Reynolds signed Iowa Senate File 311 into law on May 19, 2025 which takes effect on August 16, 2025; and

WHEREAS, the change in law requires a minimum of five (5) residents to be appointed to the Civil Service Commission.

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

Section 1. Section 2-2-5 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-2-5: MEMBERSHIP:

A. Composition: The commission comprises five (5) residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened.

Section 2. Section 2-2-7 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-2-7: TERMS:

1) Pursuant to state law the Commission is expanded from three (3) residents to five (5) residents effective August 16, 2025. The terms of the existing commissioners shall remain the same. The initial terms for the additional commissioners shall be through April 6, 2027.

2) Following the initial terms for the additional commissioners, any future terms shall be at the standard term length for the commission. The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified.

Section 3. Section 2-2-10 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-2-10: MEETINGS:

A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.

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.

Section 4. This Ordinance shall take effect on August 16, 2025.

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

_____

Brad M. Cavanagh, Mayor

Attest:

_____

Adrienne N. Breitfelder, City Clerk

EFFECT OF AMENDMENT

2-2-5: MEMBERSHIP:

A. Composition: The commission comprises five (5)~~three (3)~~ residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The ~~equity and~~ human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened.

2-2-7: TERMS:

1) ~~(Ord. 56-15, 9-8-2015)~~Pursuant to state law the Commission is expanded from three (3) residents to five (5) residents effective August 16, 2025. The terms of the existing commissioners shall remain the same. The initial terms for the additional commissioners shall be through April 6, 2027.

2) Following the initial terms for the additional commissioners, any future terms shall be at the standard term length for the commission. ~~The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified.~~ The term of office for commissioners is four (4) years or until such commissioner’s successor is appointed and qualified.

2-2-10: MEETINGS:

A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.

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)~~wo (2)~~ 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.

Copyrighted
June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 9.

ITEM TITLE:	Ordinance Amendment: Mayor and City Council Compensation
SUMMARY:	City Clerk submitting an amendment to City Code Section 1-6-2 to adjust the salaries of the Mayor and City Council Members, effective January 1, 2026, in accordance with the recommendation of the Mayor and City Council Compensation Task Force, which was adopted by the City Council at its June 2, 2025 meeting. **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 1 Administration, Chapter 6 Mayor And City Council, Section 2 Compensation
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. Staff Memo
2. Ordinance
3. 6.2.25 Agenda Item on Compensation Task Force Recommendation

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Code of Ordinances Amendment to Mayor and City Council Compensation

DATE: June 11, 2025

The Mayor and City Council Compensation Task Force recommendation for Mayor and City Council salary adjustments was presented to the Mayor and City Council at the June 2, 2025, City Council meeting. The Task Force recommended the salary for the Mayor be adjusted to $15,732 (an annual increase of $932) and the salary for the City Council be adjusted to $11,799 (an annual increase of $699).

In accordance with the Mayor and City Council's decision to adopt the Task Force's recommendation, I am submitting an amendment to Section 1-6-2 of the City of Dubuque Code of Ordinances to adjust the salaries of the Mayor and City Council Members, effective January 1, 2026 as required by Iowa Code §372.13.

Cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Shelley Stickfort, Chief Human Resources Officer

Prepared by: Crenna M. Brumwell, Esq. 300 Main Street Suite 330 Dubuque IA 52001 563 589-4381

ORDINANCE NO. _____ - 25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 1 ADMINISTRATION, CHAPTER 6 MAYOR AND CITY COUNCIL, SECTION 2 COMPENSATION

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

Section 1. Section 1-6-2 of the City of Dubuque Code of Ordinances is amended to read as follows:

1-6-2: COMPENSATION:

Effective January 1, 2026, the compensation for the Mayor shall be fifteen thousand seven hundred thirty two dollars ($15,732.00) per annum, and the compensation for the City Council members shall be eleven thousand seven hundred ninety nine dollars ($11,799.00) per annum.

Section 2. This ordinance shall take effect upon publication.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

EFFECT OF AMENDMENT

1-6-2: COMPENSATION:

Effective January 1, ~~2022~~2026, the compensation for the Mayor shall be ~~fourteen thousand eight hundred~~ fifteen thousand seven hundred thirty two dollars ($~~14,800~~15,732.00) per annum, and the compensation for the City Council members shall be eleven thousand ~~one hundred~~ seven hundred ninety nine dollars ($11,~~100~~799.00) per annum.

Copyrighted
June 2, 2025

City of Dubuque
City Council

ACTION ITEMS # 8.

ITEM TITLE:	Mayor and City Council Compensation Task Force Recommendation
SUMMARY:	Mayor and City Council Compensation Task Force recommending a 6.3% increase in compensation, which would set the annual salary at $15,732 for the Mayor and $11,799 for City Council members, effective January 1, 2026.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. 2025 Task Force Recommendation Memo - Fully Executed_Uploaded 6.2.25
2. 2025 Mayor and Council Compensation Task Force Recommendation Memo
3. 5.21.25 Task Force Agenda Packet
4. 5.21.25 Compensation Task Force Minutes

THE CITY OF
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Dubuque
All-America City
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City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4845
(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

May 22, 2025

Mayor Brad M. Cavanagh and Members of the City Council,

The Mayor and City Council Compensation Task Force convened on May 21, 2025, to review and discuss potential adjustments to the compensation for the Mayor and City Council.

During the meeting, the Task Force considered several factors, including the roles and responsibilities of the Mayor and Council Members, the time elapsed since the last compensation adjustment, salary comparisons with peer communities in Iowa, and the Consumer Price Index (CPI).

After thorough discussion, the Task Force reached consensus on a recommendation to increase the salaries of the Mayor and City Council Members based on the cumulative CPI over the past two years:

Year	CPI
2023	3.4%
2024	2.9%
Total:	**6.3%**

Based on this cumulative CPI increase, the Task Force recommends the following salary adjustments:

Position	Current Annual Salary	Proposed Increase	New Annual Salary
Mayor	$14,800	$932	$15,732
City Council	$11,100	$699	$11,799

If approved by the City Council, the City Clerk will prepare an ordinance amendment for formal adoption at a future meeting. In accordance with Iowa Code §372.13, the adjusted salaries would take effect on January 1, 2026.

Respectfully submitted,
Mayor and City Council Compensation Task Force

Sincerely,

Roy Buol
Representing Ric Jones

Kristin Dietzel
Representing Brad Cavanagh

Kevin Firnstahl
Representing Laura Roussell

Joe Gonzalez
Representing David Resnick

Katherine Sorenson
Representing Danny Sprank

Malissa Sprenger
Representing Katy Wethal

Carrie Tedore
Representing Susan Farber

/ab

cc: Michael C. Van Milligen, City Manager
Cori Burbach, Assistant City Manager
Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Shelley Stickfort, Chief Human Resources Officer

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Respectfully submitted,
Mayor and City Council Compensation Task Force

Sincerely,

Roy Buol
Representing Ric Jones

Kristin Dietzel
Representing Brad Cavanagh

Kevin Firnstahl
Representing Laura Roussell

Joe Gonzalez
Representing David Resnick

Katherine Sorenson
Representing Danny Sprank

Approved letter but was unavailable to execute
Malissa Sprenger
Representing Katy Wethal

Carrie Tedore
Representing Susan Farber

/ab
cc: Michael C. Van Milligen, City Manager
Cori Burbach, Assistant City Manager
Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Shelley Stickfort, Chief Human Resources Officer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MAYOR AND CITY COUNCIL COMPENSATION TASK FORCE

DATE: Wednesday, May 21, 2025

TIME: 4:00 PM

PLACE: City Hall, Conference Room A
50 W. 13th Street, Dubuque, Iowa

Notice is hereby given that the above identified governmental body will meet at the time, date and place as set forth above. The agenda for the meeting is as follows:

A. CALL TO ORDER

B. ROLL CALL AND INTRODUCTIONS

C. STAFF REPORTS

1) Summary of Legal Parameters for Adjusting Mayor and City Council Compensation

2) Overview of Mayor and City Council Responsibilities and Compensation

3) Consumer Price Index (CPI) Data

D. ACTION ITEMS

1) Discuss Recommendations for Mayor and City Council Compensation

E. ADJOURNMENT

This notice is given pursuant to Chapter 21, Code of Iowa and applicable local regulations of the City of Dubuque and/or the governmental body holding the meeting. If you have any questions or comments concerning this notice, please contact the City Clerk's Office, City Hall, 50 W. 13th Street, Dubuque, IA 52001, (563) 589-4100. Individuals requiring special assistance should contact the City Clerk's Office 48 hours

prior to the meeting. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

than population head counts, except as required by the Constitution and the laws of the United States.

8. By ordinance, the council shall prescribe the compensation of the mayor, council members, and other elected city officers, but a change in the compensation of the mayor does not become effective during the term in which the change is adopted, and the council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election. A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation. Except as provided in section 362.5, an elected city officer is not entitled to receive any other compensation for any other city office or city employment during that officer's tenure in office, but may be reimbursed for actual expenses incurred. However, if the mayor pro tem performs the duties of the mayor during the mayor's absence or disability for a continuous period of fifteen days or more, the mayor pro tem may be paid for that period the compensation determined by the council, based upon the mayor pro tem's performance of the mayor's duties and upon the compensation of the mayor.

9. A council member, during the term for which that member is elected, is not eligible for appointment to any city office if the office has been created or the compensation of the office has been increased during the term for which that member is elected. A person who resigns from an elective office is not eligible for appointment to the same office during the time for which that person was elected if during that time, the compensation of the office has been increased.

10. A council member, during the term for which that member is elected, is not precluded from holding the office of chief of the volunteer fire department or from serving the volunteer fire department in any other position or capacity. A person holding the office of chief of such a volunteer fire department at the time of the person's election to the city council may continue to hold the office of chief of the fire department during the city council term for which that person was elected.

11. *a.* Council members shall be elected according to the council representation plans under sections 372.4 and 372.5. However, the council representation plan may be changed, by petition and election, to one of those described in this subsection. Upon receipt of a petition meeting the requirements of section 362.4, requesting a change to a council representation plan, the council shall submit the question at a special election. If a majority of the persons voting at the special election approves the changed plan, it becomes effective at the beginning of the term following the next regular city election. If a majority does not approve the changed plan, the council shall not submit another proposal to change a plan to the voters within the next two years.

b. Eligible electors of a city may petition for one of the following council representation plans:

(1) Election at large without ward residence requirements for the members.

(2) Election at large but with equal-population ward residence requirements for the members.

(3) Election from single-member, equal-population wards, in which the electors of each ward shall elect one member who must reside in that ward.

(4) Election of a specified number of members at large and a specified number of members from single-member, equal-population wards.

1. [R60, §1081, 1093; C73, §511, 522; C97, §668; S13, §668; C24, 27, 31, 35, 39, §**5663;** C46, 50, §363.36; C54, 58, 62, 66, 71, 73, §368A.1(2); C75, 77, 79, 81, §372.13(1)]

2. [R60, §1101; C73, §514, 524; C97, §668; S13, §668; C24, 27, 31, 35, 39, §**5663;** C46, 50, §363.36; C54, 58, 62, 66, 71, 73, §368A.1(8); C75, 77, 79, 81, §372.13(2); 81 Acts, ch 34, §46]

3. [R60, §1082, 1093; C73, §512, 522; C97, §651, 659, 940; S13, §651; SS15, §1056-a26, 1056-b18; C24, 27, 31, 35, 39, §**5633, 5640, 5663, 6528, 6651, 6703;** C46, 50, §363.11, 363.19, 363.36, 416.52, 419.37, 420.13; C54, 58, 62, 66, 71, 73, §368A.1(1), 368A.3; C75, 77, 79, 81, §372.13(3)]

4. [R60, §1086, 1093, 1095, 1098, 1103, 1105, 1134; C73, §493, 515, 522, 524, 528, 532, 534; C97, §651, 657, 668, 676; S13, §651, 657, 668, 1056-a27, 1056-a28; SS15, §1056-a26, 1056-b14,

THE CITY OF DUBUQUE
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CITY GOVERNMENT 101

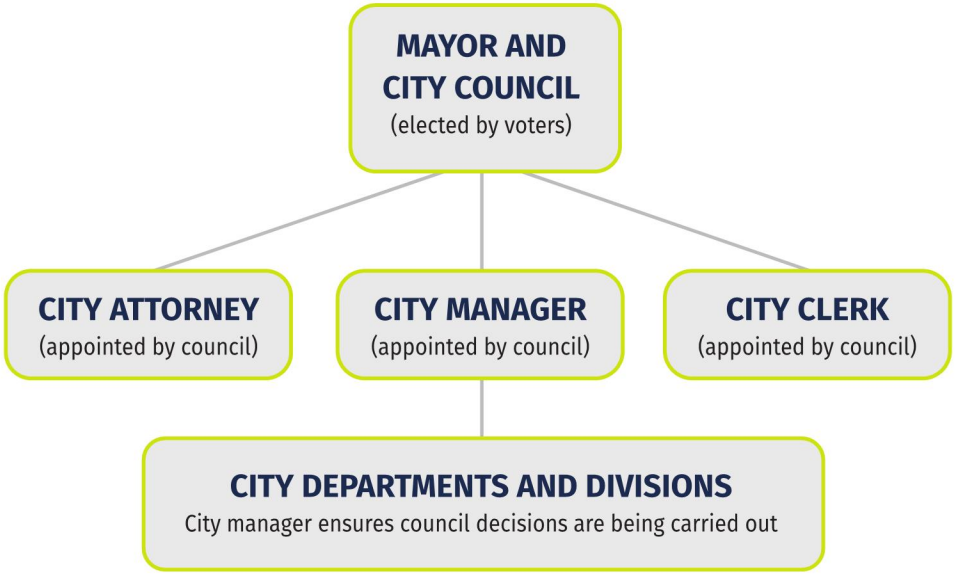
A DUBUQUE RESIDENT'S GUIDE TO CITY GOVERNMENT

FORM OF GOVERNMENT

Dubuque operates under the council-manager form of local government, which combines the political leadership of elected officials in the form of a city council, with the managerial experience of an appointed local government manager, the city manager (Mike Van Milligen, ctymgr@cityofdubuque.org, 563-589-4110.) The council-manager form of government was adopted by citizen referendum in 1920.

Mayor Brad Cavanagh and the Dubuque City Council members are the leaders and policy makers elected to represent the community and to concentrate on policy issues that are responsive to citizens' needs and wishes. The city manager is appointed by the city council to carry out policy. The city council also appoints the city attorney (Crenna Brumwell, cbrumwel@cityofdubuque.org, 563-589-4113) and city clerk (Adrienne Breitfelder, abreitfe@cityofdubuque.org, 563-589-4100.)

The council is the legislative body; its members are the community's decision makers. Power is centralized in the elected council, which approves the budget and determines the city portion of the tax rate, for example. The council also focuses on the community's goals, major projects, and such long-term considerations as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The council hires a professional manager to carry out the administrative responsibilities and supervises the manager's performance.



CITY COUNCIL

MAYOR
Brad M. Cavanagh
565 Fenelon Place
Dubuque, Iowa 52001
Phone: (563) 690-6502
bcavanagh@cityofdubuque.org
Term Expires: Dec. 31, 2025

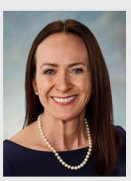
AT-LARGE
Ric W. Jones
1270 Dunleith Court
Dubuque, Iowa 52003
Phone: (563) 690-6503
rjones@cityofdubuque.org
Term Expires: Dec. 31, 2025

AT-LARGE
David T. Resnick
2341 Coventry Park, #207
Dubuque, Iowa 52001
Phone: (563) 690-6504
dresnick@cityofdubuque.org
Term Expires: Dec. 31, 2027

FIRST WARD
Susan R. Farber
1755 Overview Court
Dubuque, Iowa 52003
Phone: (563) 690-6505
sfarber@cityofdubuque.org
Term Expires: Dec. 31, 2025

SECOND WARD
Laura J. Roussell
3224 Bittersweet Lane
Dubuque, Iowa 52001
Phone: (563) 690-6506
lroussell@cityofdubuque.org
Term Expires: Dec. 31, 2027

THIRD WARD
Danny C. Sprank
2473 Jackson Street
Dubuque, Iowa 52001
Phone: (563) 690-6507
dsprank@cityofdubuque.org
Term Expires: Dec. 31, 2025



FOURTH WARD
Katy A. Wethal
560 Fenelon Place
Dubuque, Iowa 52001
Phone: 563.690.6508
kwethal@cityofdubuque.org
Term Expires: Dec. 31, 2027

The Dubuque City Council consists of seven elected representatives: a mayor and two council members elected at large, and one council member elected from each of Dubuque's four wards. The mayor and other council members serve four-year staggered terms.

City council positions are considered part-time positions. The mayor is a member of the city council and may vote on all matters before the council. Additional information, including city council goals and priorities, biographies, and a city ward map, is available at www.cityofdubuque.org/citycouncil.

The Dubuque City Council meets on the first and third Monday of each month in the Council Chambers on the second floor of the Historic Federal Building at 350 West Sixth Street. The meetings begin at 6:30 p.m. and are broadcast live on CityChannel Dubuque, the local government access channel (Mediacom channel 8 or digital 117.2 and ImOn channel 5). Meetings are also streamed live and archived on the City website at www.cityofdubuque.org/media and on the City's Facebook page. Agendas and minutes from city council meetings are available from the city clerk and on the City website at www.cityofdubuque.org/agendas. Sign up to receive the agendas via email at www.cityofdubuque.org/notifyme.

City council agenda items are due in the city clerk's office in City Hall by noon on the Wednesday preceding the council meeting. Copies of the agenda are available after 9:00 a.m. on the Friday preceding the meeting at www.cityofdubuque.org/agendas and in the city clerk's office. For more information on city council meetings, call the city clerk's office at 563-589-4100.

Public Input at City Council Meetings

The public can share input with the City Council within the Public Hearings and Public Input sections of City Council meetings in three ways:

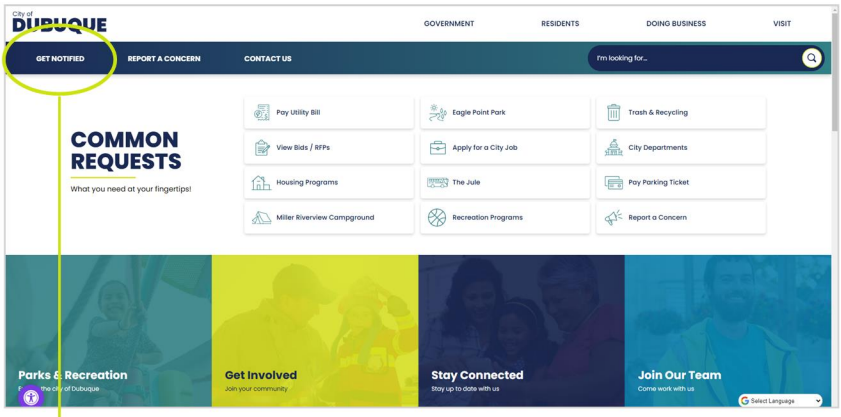
- In-Person: Attend a public meeting and approach the podium when public input is allowed.
- Online: Join the virtual meeting (www.cityofdubuque.org/virtualmeeting) through instructions on the agenda and provide input when prompted.
- Ahead of Time: Submit written communication to City Council members via email, letter, or phone before the meeting.

Please note that live public input is limited to 5 minutes per person and 30 minutes in total at City Council meetings. Members of the public who intend to provide in-person or virtual public input are encouraged to contact the City Clerk (ctyclerk@cityofdubuque.org or 563-589-4100) at least 24 hours prior to the meeting.

PUBLIC MEETINGS

In accordance with the Iowa Public Meetings Law, the City of Dubuque posts public notices of all city council and City board and commission meetings at least 24 hours in advance of each meeting at City Hall. The City's legal notices and notices of public hearing are published in the Legal Notices section of the Telegraph Herald in accordance with state and local code. All these meetings are also listed on the City website and promoted on CityChannel Dubuque.

Interested residents and stakeholders can also subscribe to be notified of meetings by email or text through the Public Meeting Notices Notify Me category on the City's website at www.cityofdubuque.org/notifyme.



Sign up to receive notifications!

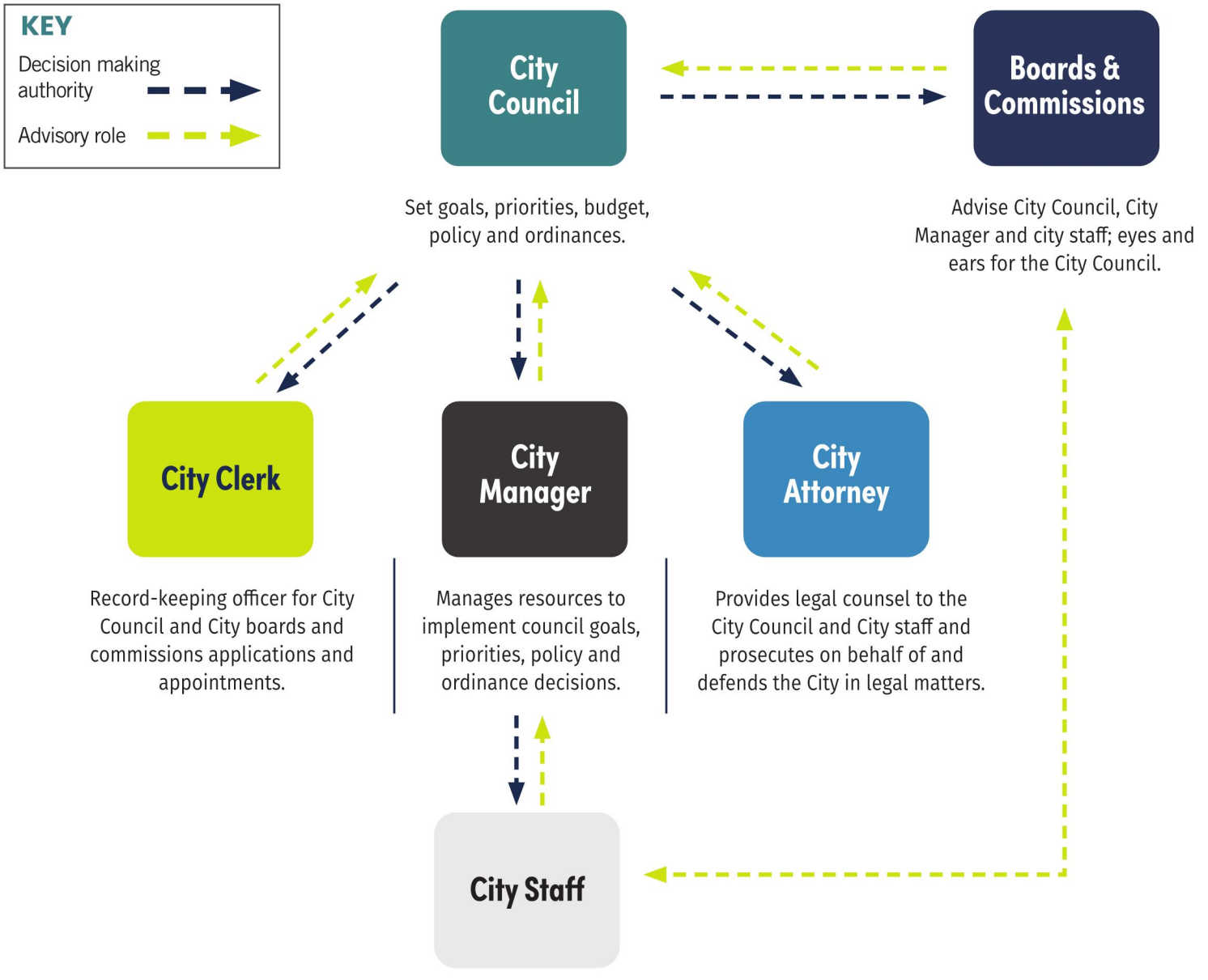
be active | be informed

BOARDS & COMMISSIONS

Dubuque's volunteer boards and commissions provide a valuable link to the community and to the various interests present in the city; assist in the development of policy recommendations to the city council; provide leadership and support to City staff; promote the City and its programs; and provide expertise in specialized areas.

To apply, or for more information, visit **www.cityofdubuque.org/join** or call 563-589-4100.

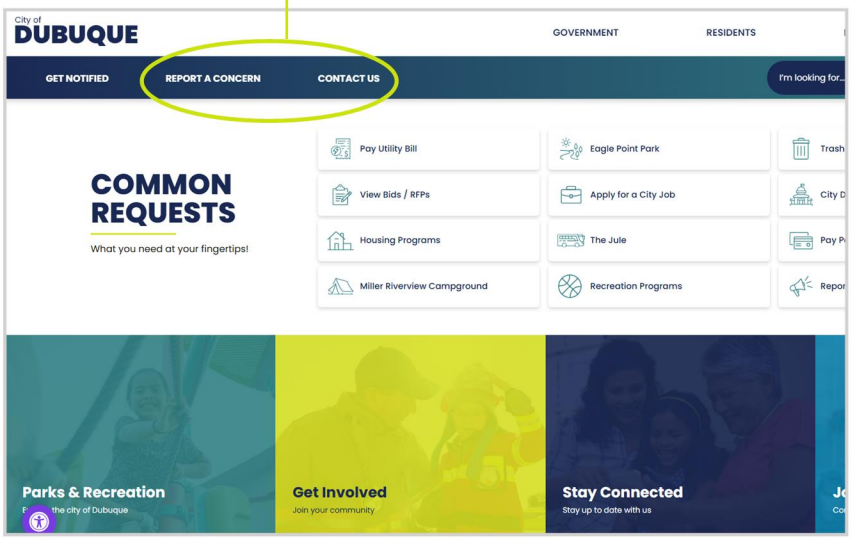
- Airport Commission
- Airport Zoning Board of Adjustment
- Airport Zoning Commission
- Arts and Cultural Affairs Advisory Commission
- Building Code Advisory and Appeals Board
- Cable TV Commission
- City Board of Review
- Civic Center Commission
- Civil Service Commission
- Community Development Advisory Commission
- Historic Preservation Commission
- Housing Appeals & Mediation Board
- Housing Commission
- Housing Trust Fund Advisory Committee
- Human Rights Commission
- Investment Oversight Commission
- Library Board of Trustees
- Long Range Planning Advisory Commission
- Parks & Recreation Commission
- Resilient Community Advisory Commission
- Transit Advisory Board
- Zoning Advisory Commission
- Zoning Board of Adjustment



Dubuque residents and community stakeholders have numerous options to connect with their city government. They can, of course, contact city council members regarding city policies, city council meeting agenda items, or any other issue related to city government. Individual council members can be contacted directly by phone, email, or letter (information at www.cityofdubuque.org/citycouncil) or as a group through the "Contact Us" link on the City website, www.cityofdubuque.org.

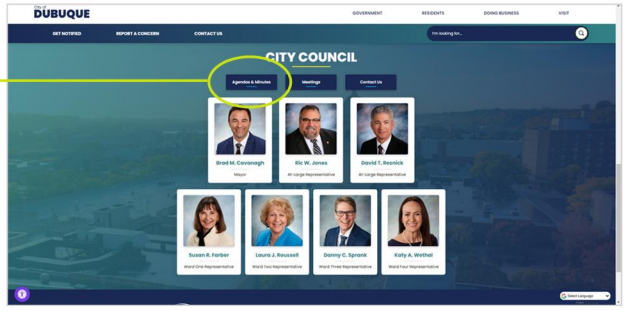
Residents with questions about city policies, services, and programs, are always welcome to visit a city facility or contact the city departments directly. The City website also features a service request module that allows residents to submit requests for a wide variety of city services or provide input and feedback on issues. Access a complete list of service requests at www.cityofdubuque.org/citizensupport.

Report a Concern or Contact Us

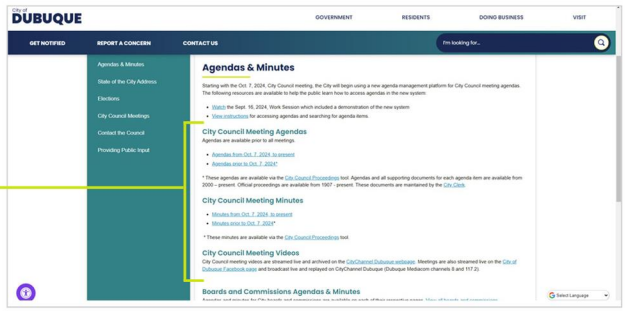


PUBLIC RECORDS & REQUESTS

Click here for Agendas & Minutes



Then Choose



In addition to the Agendas & Minutes quick link, the City website features a "Public Documents" page at www.cityofdubuque.org/documents which provides access to public documents available in three categories:

City Council Agendas & Proceedings, City Code, and City Ordinances - Use this tool to search city council agendas with related documents (2000 - present) and official proceedings (1908 - present), City ordinances, and the City Code online. These documents are maintained by the city clerk.

Document Center - Access public documents including forms, applications, handouts, brochures, and other material from City departments and divisions.

Archive Center - Access agendas and minutes for all City boards and commissions as well as archived documents from City departments and divisions including newsletters, reports, and other publications. Requests for other documents can be facilitated by the public information office, 563.589.4151 or publicinfo@cityofdubuque.org.

QUESTIONS?

For additional information on accessing information or becoming involved in city government, please contact the City of Dubuque Public Information Office at 563-589-4151 or publicinfo@cityofdubuque.org.

Mayor and City Council Compensation Task Force
2025

City Council Meeting Tally

Meeting Type	Frequency	2023	2024	2025 (to date as of 5/2/25)
Regular Council Meetings	Twice a month	24	24	8
Special/Work Sessions	As needed	35	39	9
Department Budget Meetings	Annually	7	7	7
Goal Setting Sessions	Annually	3	3	3 Scheduled
Legislative Dinner	Annually	1	1	TBD
Boards and Commissions Picnic	Annually	1	1	1 Scheduled

City Council Annual Conferences and Events

1. National League of Cities Annual Congressional City Conference – Washington, DC
2. National League of Cities Annual Conference
3. Iowa League of Cities Annual Conference
4. Growing Sustainable Communities Conference (Dubuque)
5. Chamber of Commerce / Washington DC Annual Delegation
6. Chamber of Commerce Dubuque Night
7. Legislative Staff visits
8. Travel to State Capital to advocate for legislation
9. U.S. Conference of Mayors (Mayor only)
10. Mississippi River Cities Towns Initiative annual meeting (Mayor only)
11. Ribbon Cuttings
12. Speakers at community events (Most often Mayor or Mayor Pro Tem)
13. Other conference attendance associated with specific board or committee assignments or special invitations to attend. Examples include:
    a. National Main Street Conference
    b. United Nations Climate Change Conference (COP28)
    c. National League of Cities AI Advisory Committee
    d. Quebec, Canada, Sustainability Forum

Other Duties

City Council Boards and Committee Assignments (see attachment)
Engagement with residents via phone calls, emails, meetings

Mayor and City Council Members Latest Listings

Calendar Year 2025

Conference Board	
Meetings called by City Assessor	
Cavanagh	Length of Term
Sprank	Length of Term
Roussell	Length of Term
Jones	Length of Term
Farber	Length of Term
Resnick	Length of Term
Wethal	Length of Term

Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	
3rd Tuesday of each month at 4:00 pm except July and December	
Cavanagh	1 year term - July to June
Jones	1 year term - July to June

Convention and Visitors Bureau - Travel Dubuque - Outreach Committee	
Meets quarterly	
Wethal	1 year term July to June
Roussell	1 year term July to June

Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	
Meetings called by Travel Dubuque	
Farber	1 year term - August to July

County Resource Enhancement and Protection Act (REAP) Committee	
Annually on the 2nd Tuesday in August at 3:00 p.m.	
Sprank	1 year term - August to July

Dubuque County Early Childhood Board	
4th Wednesday of each month at Noon (Except July and December)	
Wethal	3 year term - Jan 1, 2027

Dubuque Initiatives	
2nd and 4th Monday of each month at Noon	
Cavanagh	For Length of Term
Resnick	For Length of Term
Farber	For Length of Term

Dubuque Main Street Board of Directors	
4th Wednesday of Jan., Feb., March, April, May, June, Sept. and Oct. and the 1st Wednesday of Aug. and Dec. at 8:00 a.m.	
Roussell	1 year term Jan. to Dec.

Dubuque Main Street Executive Committee	
3rd Thursday of each month at 11:30 am	
Roussell	1 year term Jan. to Dec.

Dubuque Metropolitan Area Solid Waste Agency Board	
3rd Wednesday of each month at Noon	
Jones	For Length of Term
Resnick	For Length of Term

Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	
2nd Thursday of each month at Noon	
Cavanagh	For Length of Term
Sprank	For Length of Term
Roussell	For Length of Term
Jones	For Length of Term
Farber	For Length of Term
Resnick	For Length of Term
Wethal	For Length of Term

Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee	
2nd Thursday of each month at 10:30	
Cavanagh	For Length of Term

Dubuque Racing Association - Board of Directors	
4th Tuesday of each month at Noon	
Cavanagh	1 year term - May 1 to April 30
Jones	1 year term - May 1 to April 30
Sprank	1 year term - May 1 to April 30

Four Mounds Foundation Board of Trustees	
3rd Monday of each month	
Resnick	1 year term - Jan. to Dec. with no limitations

Friends of the Mines of Spain Advisory Board	
No Less than one time a year. On average meets quarterly.	
Wethal	1 year term - Jan. to Dec.

Greater Dubuque Development Corp. (GDDC) Board of Directors	
4th Tuesday (March, June, Sept., Dec.) at 8:30 a.m.	
Cavanagh	1 year term - July to June
Sprank	1 year term - July to June
Roussell	1 year term - July to June

Greater Dubuque Development Corp. (GDDC) Executive Committee	
4th Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are in conjunction with Board of Directors)	
Cavanagh	Virtue of Position

Pre-Disaster Mitigation Plan Committee (PDMP)	
Meets once every 5 years to update the PDMP and review appointments	
Sprank	5 year term - January 2029
Jones	5 year term - January 2029

River Valley Initiative Foundation Board of Directors	
Meets quarterly 7:30 AM	
Sprank	3 year term - January 2025

CITY OF DUBUQUE MAYOR AND CITY COUNCIL ANNUAL SALARY HISTORY
Listed by Effective Date

Prior to January 1, 1994
Mayor - $9,125
Council Members - $6,083

January 1, 1994
Mayor - $9,399
Council Members - $6,265

January 1, 1995
Mayor - $9,681
Council Members - $6,453

January 1, 1996
Mayor - $10,068
Council Members - $6,711

January 1, 1997
Mayor - $10,471
Council Members - $6,979

January 1, 2002
Mayor - $11,000
Council Members - $8,000

January 1, 2006
Mayor - $11,500
Council Members - $8,500

January 1, 2010
No Change
per Council vote on 5/18/09

January 1, 2014
Mayor - $13,000
Council Members - $9,700

January 1, 2018
Mayor - $13,800
Council Members - $10,300

January 1, 2022
Mayor - $14,800
Council Members - $11,100

City	Population	Mayor Compensation - Annual	City Council Compensation - Annual	Effective Date	Notes
Sioux City	85172	$15,000	$13,000	1/1/2020	
Iowa City	75671	$14,950	$11,960	1/1/2020	
Ankeny	74455	$10,000	$7,000	4/18/2005	
West Des Moines	72161	$14,000	$9,000	Ordinance adopted in 2024	(Ord. 1553, 10-27-2003; amd. Ord. 2646, 12-2-2024) The salary of each Council member shall be nine thousand dollars ($9,000) annually and the salary of the Mayor shall be fourteen thousand dollars ($14,000.00) annually. Effective January 1, 2028, the salary of each Council member shall be $10,000 annually and the salary of the Mayor shall be $15,000 annually and shall be adjusted in each subsequent year after January 1, 2028, on January 1 at an amount equal to the percentage increase in the Consumer Price Index from the preceding 12-month period from October 1 to September 30, rounded to the closest $1.00, but in no event shall the increase be less than one percent.
Waterloo	66604	$117,042	$11,545	1/1/2025	
Ames	65676	$11,000	$10,000	1/1/2018	
Council Bluffs	62400	$132,020	$13,814.40	1/1/2025	
Dubuque	58881	$14,800	$11,100	1/1/2022	
Urbandale	48277	$15,000	$8,500	1/1/2026 - Mayor 1/1/2024 - Council	
Marion	42261	$12,523.68	$6,260.04	1/1/2025	
Cedar Falls	41422	$115,510	$8,754	1/1/2025	As of January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent 12 months issued prior to the effective date of the annual salary adjustment. (Full time Mayor also receives benefits.)
Bettendorf	39851	$30,549	9,708	1/1/2025	

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Adrienne Breitfelder, City Clerk

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Council Compensation Task Force – Budget Impact

DATE: May 8, 2025

INTRODUCTION

The purpose of this memorandum is to provide information requested related to the property tax levy and funding for expenditures after budget adoption.

DISCUSSION

Iowa Code sections 384.1 and 384.2 establishes general authority for cities to levy property taxes and the general fund levy, which is the main levy used to fund the city's general operations.

A city cannot adjust their property tax levy mid-year once the budget has been certified. Iowa cities operate on an annual budget cycle. The property tax levy is determined as part of this annual budget process. Cities are required to hold public hearings on their proposed budgets and levies before adopting them. Once the City Council adopts the budget and sets the levy rates, the budget is certified to the Iowa Department of Management and the County Auditor by April 30th each year. The County Auditor uses these certified levy rates, along with the assessed value of properties, to calculate the individual property tax bills. The first installment of property tax bills is then issued to property owners in March, and the amounts are based on the certified levies. Therefore, once the levy is certified, the city cannot go back and change the levy rate for that tax year.

A mid-year increase to Council compensation would require City staff to identify existing funds to fund the increase.

It is my recommendation that any future Council compensation review is aligned with the budget process so that it is not necessary for City staff to identify funding outside of the budget process. To do this, the Council compensation task force would need to be convened a year earlier so that the recommendation can be prepared for Fiscal Year 2030. In August/September 2028, the Council compensation task force would be convened and would make their recommendation to City Council. This recommendation would be factored into the Fiscal Year 2030 budget process. Wage increases for the City Council would take effect January 1, 2030.

While the City Council salary review was not aligned with the budget process this year, any change in compensation related to Fiscal Year 2026 would have a minimal impact on the City budget, especially since the impact on Fiscal Year 2026 would only be for six months. Historically, the City ends each year with a general fund budget surplus, and the minimal increase could be absorbed by the General Fund.

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Tuesday, May 13, 2025

USDL-25-0786

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – APRIL 2025

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.2 percent on a seasonally adjusted basis in April, after falling 0.1 percent in March, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.3 percent before seasonal adjustment.

The index for shelter rose 0.3 percent in April, accounting for more than half of the all items monthly increase. The energy index also increased over the month, rising 0.7 percent as increases in the natural gas index and the electricity index more than offset a decline in the gasoline index. The index for food, in contrast, fell 0.1 percent in April as the food at home index decreased 0.4 percent and the food away from home index rose 0.4 percent over the month.

The index for all items less food and energy rose 0.2 percent in April, following a 0.1-percent increase in March. Indexes that increased over the month include household furnishings and operations, medical care, motor vehicle insurance, education, and personal care. The indexes for airline fares, used cars and trucks, communication, and apparel were among the major indexes that decreased in April.

The all items index rose 2.3 percent for the 12 months ending April, after rising 2.4 percent over the 12 months ending March. The April change was the smallest 12-month increase in the all items index since February 2021. The all items less food and energy index rose 2.8 percent over the last 12 months. The energy index decreased 3.7 percent for the 12 months ending April. The food index increased 2.8 percent over the last year.

Changes to leased cars and trucks source data and methodology

Effective with this release, the Bureau of Labor Statistics (BLS) has replaced the survey data collected for the CPI's leased cars and trucks index with transaction data purchased from a vendor to increase the accuracy of the index.

The Measuring Price Change in the CPI: Leased cars and trucks factsheet at www.bls.gov/cpi/factsheets/leased-cars-and-trucks.htm has been updated to reflect these changes.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Apr. 2024 - Apr. 2025
Percent change

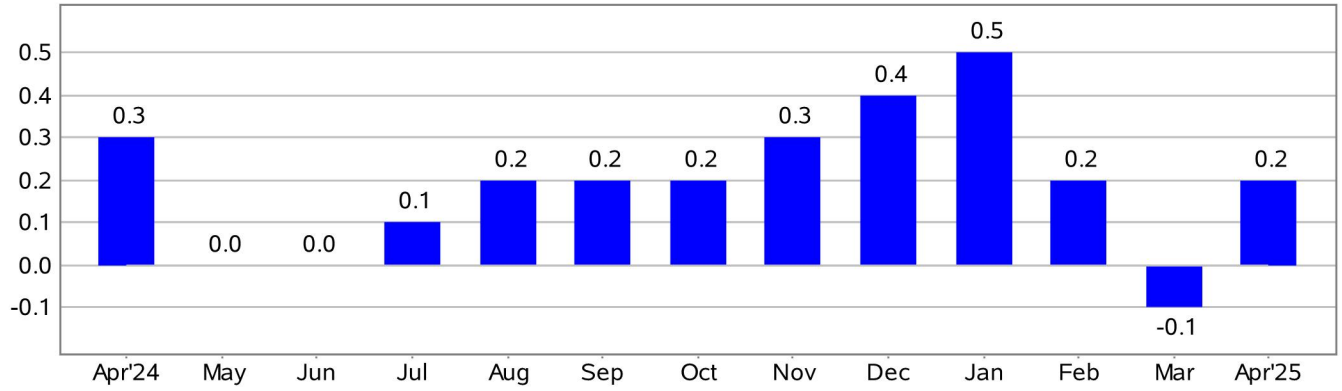


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Apr. 2024 - Apr. 2025
Percent change

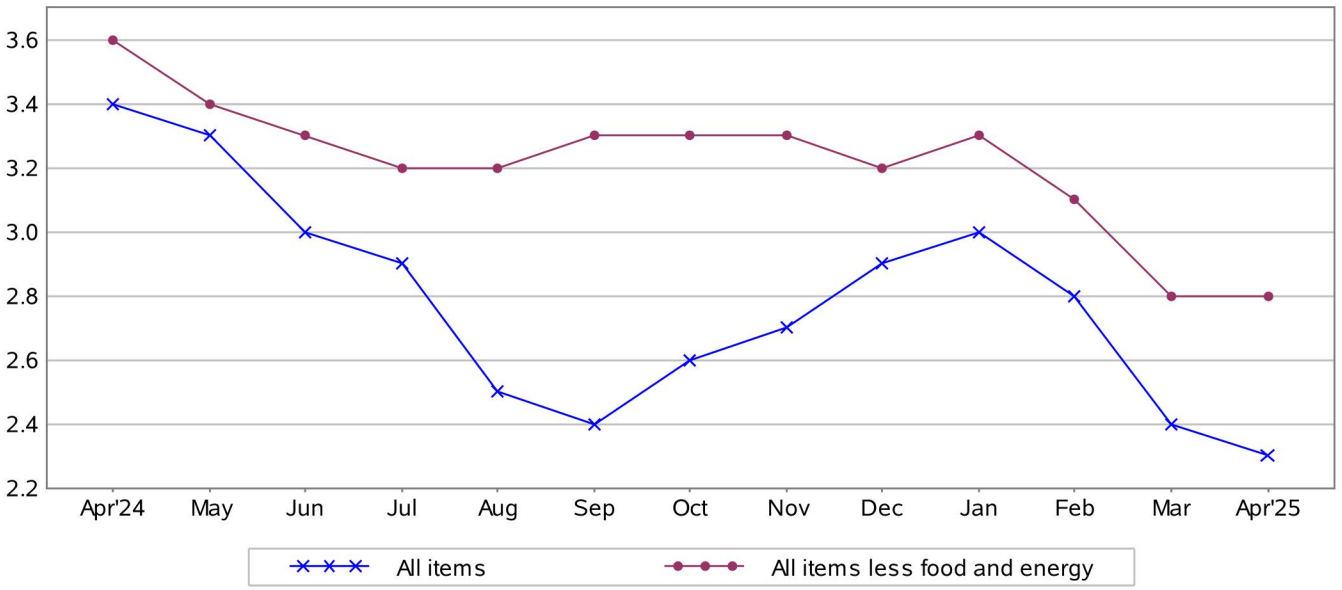


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Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Apr. 2025
	Oct. 2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	
All items	0.2	0.3	0.4	0.5	0.2	-0.1	0.2	2.3
Food	0.2	0.3	0.3	0.4	0.2	0.4	-0.1	2.8
Food at home	0.2	0.4	0.3	0.5	0.0	0.5	-0.4	2.0
Food away from home[1]	0.2	0.3	0.3	0.2	0.4	0.4	0.4	3.9
Energy	-0.2	0.1	2.4	1.1	0.2	-2.4	0.7	-3.7
Energy commodities	-1.1	0.2	3.9	1.9	-0.9	-6.1	-0.2	-11.5
Gasoline (all types)	-1.0	0.3	4.0	1.8	-1.0	-6.3	-0.1	-11.8
Fuel oil	-2.3	-1.4	2.1	6.2	0.8	-4.2	-1.3	-9.6
Energy services	0.7	-0.1	0.8	0.3	1.4	1.6	1.5	6.2
Electricity	0.8	-0.2	0.2	0.0	1.0	0.9	0.8	3.6
Utility (piped) gas service	0.5	0.5	2.8	1.8	2.5	3.6	3.7	15.7
All items less food and energy	0.3	0.3	0.2	0.4	0.2	0.1	0.2	2.8
Commodities less food and energy commodities	0.0	0.2	0.0	0.3	0.2	-0.1	0.1	0.1
New vehicles	0.0	0.5	0.4	0.0	-0.1	0.1	0.0	0.3
Used cars and trucks	1.2	1.3	0.8	2.2	0.9	-0.7	-0.5	1.5
Apparel	-0.9	0.1	0.1	-1.4	0.6	0.4	-0.2	-0.7
Medical care commodities[1]	-0.2	-0.1	0.0	1.2	0.1	-1.1	0.4	1.0
Services less energy services	0.3	0.3	0.3	0.5	0.3	0.1	0.3	3.6
Shelter	0.4	0.3	0.3	0.4	0.3	0.2	0.3	4.0
Transportation services	0.4	0.1	0.5	1.8	-0.8	-1.4	0.1	2.5
Medical care services	0.3	0.3	0.2	0.0	0.3	0.5	0.5	3.1

1 Not seasonally adjusted.

Food

The index for food decreased 0.1 percent in April, after rising 0.4 percent in March. The food at home index fell 0.4 percent over the month, the largest decline in that index since September 2020. Five of the six major grocery store food group indexes decreased in April. Driven primarily by a 12.7-percent decrease in the index for eggs, the index for meats, poultry, fish, and eggs fell 1.6 percent in April after rising in recent months. The fruits and vegetables index decreased 0.4 percent over the month and the cereals and bakery products index declined 0.5 percent. The index for other food at home decreased 0.1 percent in April and the index for dairy and related products fell 0.2 percent. In contrast, the nonalcoholic beverages index increased 0.7 percent over the month.

The food away from home index rose 0.4 percent in April. The index for full service meals rose 0.6 percent over the month and the index for limited service meals rose 0.3 percent.

The index for food at home rose 2.0 percent over the last 12 months. The meats, poultry, fish, and eggs index rose 7.0 percent over the last 12 months as the eggs index increased 49.3 percent. The index for nonalcoholic beverages increased 3.2 percent over the same period, while the index for other food at home rose 0.7 percent. The dairy and related products index increased 1.6 percent over the 12 months ending in April. The cereals and bakery products index was unchanged over the year, while the index for fruits and vegetables decreased 0.9 percent over the same period.

The food away from home index rose 3.9 percent over the last year. The index for full service meals rose 4.3 percent and the index for limited service meals rose 3.4 percent over the same period.

Energy

The energy index increased 0.7 percent in April, after falling 2.4 percent in March. The index for natural gas rose 3.7 percent over the month and the index for electricity increased 0.8 percent. The gasoline index decreased 0.1 percent over the month. (Before seasonal adjustment, gasoline prices increased 2.9 percent in April.)

The index for energy decreased 3.7 percent over the past 12 months. The gasoline index fell 11.8 percent over this 12-month span and the fuel oil index fell 9.6 percent over that period. In contrast, the index for electricity increased 3.6 percent over the last 12 months and the index for natural gas rose 15.7 percent.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in April, following a 0.1-percent increase in March. The shelter index increased 0.3 percent over the month. The index for owners' equivalent rent rose 0.4 percent in April and the index for rent increased 0.3 percent. The lodging away from home index fell 0.1 percent in April.

The index for household furnishings and operations increased 1.0 percent in April, after being unchanged in March. The motor vehicle insurance index rose 0.6 percent in April. The index for education increased 0.1 percent over the month, as did the index for personal care. In contrast, the airline fares index fell 2.8 percent in April, after declining 5.3 percent in March. The index for used cars and trucks fell 0.5 percent over the month, and the indexes for communication and apparel also declined. The new vehicles index and the recreation index were unchanged in April.

The medical care index increased 0.5 percent over the month. The index for hospital services increased 0.6 percent in April and the index for physicians' services rose 0.3 percent over the month. The prescription drugs index rose 0.4 percent in April.

The index for all items less food and energy rose 2.8 percent over the past 12 months. The shelter index increased 4.0 percent over the last year. Other indexes with notable increases over the last year include medical care (+2.7 percent), motor vehicle insurance (+6.4 percent), education (+3.8 percent), and recreation (+1.6 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 2.3 percent over the last 12 months to an index level of 320.795 (1982-84=100). For the month, the index increased 0.3 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 2.1 percent over the last 12 months to an index level of 314.243 (1982-84=100). For the month, the index increased 0.3 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 2.1 percent over the last 12 months. For the month, the index increased 0.3 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

Page 4 of 12

The Consumer Price Index for May 2025 is scheduled to be released on Wednesday, June 11, 2025, at 8:30 a.m. (ET).

Rebasing of Selected Consumer Price Index Series

With the publication of July 2025 data on August 12, 2025, several CPI series will be rebased to December 2024 = 100. When new base years are introduced, BLS recalculates each index back to the beginning of that series to ensure continuity. A complete list of indexes to be rebased is available at www.bls.gov/cpi/additional-resources/rebased-series.htm.

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Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-

month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	9.0/112.500 x 100 = 8.0	18.0/225.000 x 100 = 8.0	18.0/110.000 x 100 = 16.4

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2025.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index

before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2025, BLS adjusted 63 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2025, revised seasonal factors and seasonally adjusted indexes for 2020 to 2024 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2024 will be applied to data for 2025 to produce the seasonally adjusted 2025 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2025, 34 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024	Mar. 2025	Apr. 2025	Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
All items	100.000	313.548	319.799	320.795	2.3	0.3	0.2	-0.1	0.2
Food	13.681	328.678	337.751	337.747	2.8	0.0	0.2	0.4	-0.1
Food at home	8.051	305.707	312.815	311.840	2.0	-0.3	0.0	0.5	-0.4
Cereals and bakery products	1.101	355.852	358.450	355.976	0.0	-0.7	0.4	-0.1	-0.5
Meats, poultry, fish, and eggs	1.669	322.323	348.179	344.883	7.0	-0.9	1.6	1.3	-1.6
Dairy and related products[1]	0.734	267.474	272.244	271.750	1.6	-0.2	-1.0	1.0	-0.2
Fruits and vegetables	1.307	352.274	350.379	349.187	-0.9	-0.3	-0.5	-0.5	-0.4
Nonalcoholic beverages and beverage materials	0.909	220.712	226.835	227.738	3.2	0.4	-0.5	0.6	0.7
Other food at home	2.331	273.306	275.216	275.270	0.7	0.0	-0.5	0.5	-0.1
Food away from home[1]	5.629	365.813	378.363	380.039	3.9	0.4	0.4	0.4	0.4
Energy	6.312	290.760	275.734	279.888	-3.7	1.5	0.2	-2.4	0.7
Energy commodities	3.151	328.797	284.059	290.949	-11.5	2.4	-0.9	-6.1	-0.2
Fuel oil	0.077	381.962	358.803	345.315	-9.6	-3.8	0.8	-4.2	-1.3
Motor fuel	3.009	323.189	277.604	285.351	-11.7	2.8	-0.9	-6.2	-0.1
Gasoline (all types)	2.927	322.434	276.558	284.526	-11.8	2.9	-1.0	-6.3	-0.1
Energy services	3.161	264.252	278.929	280.577	6.2	0.6	1.4	1.6	1.5
Electricity	2.390	276.653	285.983	286.652	3.6	0.2	1.0	0.9	0.8
Utility (piped) gas service	0.771	221.729	252.218	256.501	15.7	1.7	2.5	3.6	3.7
All items less food and energy	80.007	317.978	325.933	326.815	2.8	0.3	0.2	0.1	0.2
Commodities less food and energy commodities	19.367	165.700	165.707	165.916	0.1	0.1	0.2	-0.1	0.1
Apparel	2.577	133.502	134.082	132.544	-0.7	-1.1	0.6	0.4	-0.2
New vehicles	4.350	178.250	178.168	178.795	0.3	0.4	-0.1	0.1	0.0
Used cars and trucks	2.380	180.132	181.932	182.861	1.5	0.5	0.9	-0.7	-0.5
Medical care commodities[1]	1.509	410.743	412.995	414.709	1.0	0.4	0.1	-1.1	0.4
Alcoholic beverages[1]	0.833	289.717	294.847	294.880	1.8	0.0	0.5	0.2	0.0
Tobacco and smoking products[1]	0.483	1,509.890	1,612.246	1,616.786	7.1	0.3	0.6	0.6	0.3
Services less energy services	60.640	414.828	428.368	429.724	3.6	0.3	0.3	0.1	0.3
Shelter	35.426	397.539	411.990	413.389	4.0	0.3	0.3	0.2	0.3
Rent of primary residence	7.463	416.386	431.798	432.956	4.0	0.3	0.3	0.3	0.3
Owners' equivalent rent of residences[2]	26.176	407.538	423.955	425.106	4.3	0.3	0.3	0.4	0.4
Medical care services	6.736	610.151	626.888	629.307	3.1	0.4	0.3	0.5	0.5
Physicians' services[1]	1.814	415.648	427.102	428.574	3.1	0.3	0.4	0.3	0.3
Hospital services[1, 3]	1.949	415.025	427.689	430.162	3.6	0.6	0.1	1.1	0.6
Transportation services	6.270	434.629	442.901	445.550	2.5	0.6	-0.8	-1.4	0.1
Motor vehicle maintenance and repair[1]	1.022	404.380	424.012	426.849	5.6	0.7	0.3	0.8	0.7
Motor vehicle insurance	2.829	839.077	890.353	892.553	6.4	0.2	0.3	-0.8	0.6
Airline fares	0.872	277.450	252.620	255.592	-7.9	1.2	-4.0	-5.3	-2.8

[1] Not seasonally adjusted.
[2] Indexes on a December 1982=100 base.
[3] Indexes on a December 1996=100 base.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, April 2025

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
All items	100.000	2.3	0.3	0.2	-0.1	0.2
Food	13.681	2.8	0.0	0.2	0.4	-0.1
Food at home	8.051	2.0	-0.3	0.0	0.5	-0.4
Cereals and bakery products	1.101	0.0	-0.7	0.4	-0.1	-0.5
Cereals and cereal products	0.336	-2.5	-1.7	1.3	-0.2	-1.5
Flour and prepared flour mixes	0.030	0.6	-0.9	0.5	1.5	0.1
Breakfast cereal[1]	0.146	-2.6	-2.5	2.1	1.6	-2.5
Rice, pasta, cornmeal	0.159	-2.6	-1.0	0.2	-0.8	-0.8
Rice[1, 2, 3]		-2.7	-2.3	0.7	0.2	-2.3
Bakery products[1]	0.765	1.2	-0.3	0.2	0.1	-0.3
Bread[1, 2]	0.139	1.9	1.6	0.4	-1.0	1.6
White bread[1, 3]		1.6	1.5	-0.1	-0.9	1.5
Bread other than white[1, 3]		1.9	1.7	1.2	-1.6	1.7
Fresh biscuits, rolls, muffins[2]	0.136	3.1	-1.0	0.1	0.1	0.2
Cakes, cupcakes, and cookies[1]	0.212	1.5	-0.1	-0.5	0.9	-0.1
Cookies[1, 3]		1.7	-0.4	-2.4	1.7	-0.4
Fresh cakes and cupcakes[1, 3]		2.1	0.6	0.7	1.7	0.6
Other bakery products	0.279	-0.6	-0.9	0.0	0.2	-1.0
Fresh sweetrolls, coffeecakes, doughnuts[1, 3]		4.2	-1.1	-0.4	0.6	-1.1
Crackers, bread, and cracker products[3]		-0.8	-1.0	-1.4	1.4	-1.2
Frozen and refrigerated bakery products, pies, tarts, turnovers[3]		-3.2	-2.6	1.0	-0.8	-2.9
Meats, poultry, fish, and eggs	1.669	7.0	-0.9	1.6	1.3	-1.6
Meats, poultry, and fish	1.450	3.4	0.5	0.5	0.6	0.0
Meats	0.926	4.4	0.2	0.7	1.1	-0.2
Beef and veal	0.456	8.5	0.7	2.4	1.2	0.1
Uncooked ground beef[1]	0.208	10.0	0.0	2.7	3.1	0.0
Uncooked beef roasts[2]	0.057	8.8	0.6	2.8	-0.3	-0.2
Uncooked beef steaks[2]	0.130	7.0	1.3	0.1	0.3	0.8
Uncooked other beef and veal[1, 2]	0.061	7.7	1.7	3.1	-0.7	1.7
Pork	0.288	1.3	-1.3	-1.4	1.7	-1.4
Bacon, breakfast sausage, and related products[2]	0.103	1.5	-0.8	-0.9	1.5	-1.6
Bacon and related products[3]		3.9	0.0	-2.3	2.4	-1.0
Breakfast sausage and related products[2, 3]		-1.1	-2.3	1.0	0.1	-2.1
Ham	0.044	4.3	-1.5	-2.3	2.4	0.8
Ham, excluding canned[3]		4.7	-1.4	-2.6	2.5	1.1
Pork chops[1]	0.049	0.6	-1.6	-1.5	2.5	-1.6
Other pork including roasts, steaks, and ribs[2]	0.092	0.0	-1.7	-1.1	1.3	-2.5
Other meats	0.181	0.4	1.2	-0.4	-0.3	1.2
Frankfurters[3]		-4.3	-6.0	-0.8	1.0	-5.2
Lunchmeats[1, 2, 3]		-0.2	1.1	-0.4	-0.4	1.1
Poultry	0.286	2.4	0.9	-0.2	0.9	0.2
Chicken[2]	0.214	2.7	0.5	0.3	0.5	-0.3
Fresh whole chicken[3]		2.1	1.0	-1.6	0.6	0.2
Fresh and frozen chicken parts[3]		2.8	0.3	0.7	0.6	-0.6
Other uncooked poultry including turkey[2]	0.071	0.7	2.3	-0.4	1.2	1.8
Fish and seafood	0.238	0.7	1.3	0.7	-1.5	0.7
Fresh fish and seafood[1, 2]	0.140	1.0	0.8	0.1	-0.4	0.8
Processed fish and seafood[2]	0.098	-0.1	2.1	0.6	-2.0	1.2
Shelf stable fish and seafood[3]		-1.7	1.8	-0.1	-3.0	1.6
Frozen fish and seafood[3]		3.1	2.2	1.4	-1.3	0.6
Eggs	0.219	49.3	-10.5	10.4	5.9	-12.7

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, April 2025 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
Dairy and related products[1]	0.734	1.6	-0.2	-1.0	1.0	-0.2
Milk[1, 2]	0.197	3.9	0.7	-0.6	1.0	0.7
Fresh whole milk[1, 3]		3.5	0.1	0.5	0.9	0.1
Fresh milk other than whole[1, 2, 3]		4.1	0.9	-1.1	1.2	0.9
Cheese and related products[1]	0.254	2.1	-0.2	-1.2	1.9	-0.2
Ice cream and related products	0.129	-2.8	-0.8	-2.2	-0.4	-1.4
Other dairy and related products[2]	0.154	1.6	-0.8	0.5	1.0	-1.3
Fruits and vegetables	1.307	-0.9	-0.3	-0.5	-0.5	-0.4
Fresh fruits and vegetables	1.084	-0.7	-0.1	-0.7	-0.7	-0.2
Fresh fruits	0.556	1.5	0.3	-0.8	-0.4	-0.3
Apples	0.081	6.8	0.2	-0.4	0.5	-0.1
Bananas[1]	0.108	0.0	1.2	0.1	1.1	1.2
Citrus fruits[2]	0.062	-0.7	-1.1	-1.7	-1.3	-2.8
Oranges, including tangerines[3]		-0.2	-2.4	-0.3	-0.5	-3.7
Other fresh fruits[2]	0.304	1.3	0.3	-0.8	-1.5	-0.5
Fresh vegetables	0.528	-2.9	-0.6	-0.5	-1.0	-0.1
Potatoes	0.083	-0.5	0.4	-0.2	-0.9	0.3
Lettuce	0.066	-6.4	0.3	1.8	-3.5	0.3
Tomatoes	0.086	-6.4	-1.0	-3.2	-0.7	1.1
Other fresh vegetables	0.294	-1.6	-0.9	-0.1	-0.6	-0.3
Processed fruits and vegetables[2]	0.223	-0.6	-1.3	0.3	0.6	-1.6
Canned fruits and vegetables[2]	0.090	0.2	-1.3	-0.1	0.6	-1.3
Canned fruits[2, 3]		1.2	-1.3	-2.2	1.3	-1.0
Canned vegetables[2, 3]		-0.2	-1.5	1.0	0.3	-1.5
Frozen fruits and vegetables[2]	0.068	-2.1	-2.2	2.0	0.9	-3.0
Frozen vegetables[3]		-3.7	-2.5	1.9	0.6	-3.2
Other processed fruits and vegetables including dried[2]	0.065	0.8	-0.6	-0.8	0.9	-1.2
Dried beans, peas, and lentils[1, 2, 3]		5.6	1.6	-0.3	0.1	1.6
Nonalcoholic beverages and beverage materials	0.909	3.2	0.4	-0.5	0.6	0.7
Juices and nonalcoholic drinks[2]	0.641	1.8	-0.3	-0.8	0.7	0.2
Carbonated drinks	0.353	0.7	-0.4	-0.6	1.3	-0.1
Frozen noncarbonated juices and drinks[1, 2]	0.004	5.7	-0.4	1.5	-0.5	-0.4
Nonfrozen noncarbonated juices and drinks[2]	0.285	2.1	0.0	-1.2	-0.1	0.6
Beverage materials including coffee and tea[2]	0.268	6.6	1.9	0.6	0.4	2.0
Coffee	0.138	9.6	2.0	1.8	0.9	2.4
Roasted coffee[3]		9.1	1.5	2.1	0.6	2.4
Instant coffee[1, 3]		13.5	2.3	1.5	1.9	2.3
Other beverage materials including tea[1, 2]	0.130	3.0	1.9	0.5	-0.7	1.9
Other food at home	2.331	0.7	0.0	-0.5	0.5	-0.1
Sugar and sweets	0.333	3.6	0.3	-0.3	0.2	0.6
Sugar and sugar substitutes	0.028	1.7	0.8	-0.5	0.1	0.6
Candy and chewing gum[2]	0.233	6.3	0.8	-0.2	0.6	1.4
Other sweets[2]	0.072	-2.8	-1.6	-0.8	-0.8	-1.7
Fats and oils	0.249	-1.6	-1.7	-0.2	0.5	-1.5
Butter and margarine[2]	0.056	0.4	-1.4	0.8	-0.3	-0.7
Butter[3]		1.5	-1.8	0.2	-0.8	0.3
Margarine[3]		2.6	2.4	0.7	0.9	1.2
Salad dressing[1, 2]	0.065	-0.9	-1.5	-0.7	0.8	-1.5
Other fats and oils including peanut butter[2]	0.128	-2.7	-1.9	-0.6	0.9	-2.8
Peanut butter[1, 2, 3]		-2.6	-1.4	-2.7	0.2	-1.4
Other foods	1.750	0.5	0.2	-0.6	0.6	-0.1
Soups	0.106	1.3	2.2	-0.9	1.1	0.8
Frozen and freeze dried prepared foods	0.271	1.5	1.1	-1.7	-0.1	1.0

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, April 2025 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
Snacks	0.369	-0.1	-0.2	-1.0	0.9	-0.7
Spices, seasonings, condiments, sauces	0.388	0.3	-0.9	-0.2	0.6	-0.4
Salt and other seasonings and spices[2, 3]		-4.9	-2.8	-0.7	-1.4	-1.8
Olives, pickles, relishes[2, 3]		3.0	0.3	5.5	-5.0	0.6
Sauces and gravies[2, 3]		1.5	-1.0	0.8	1.8	-0.6
Other condiments[3]		10.3	7.7	-0.8	-2.7	8.0
Baby food and formula[1, 2]	0.060	1.2	0.9	-0.4	0.6	0.9
Other miscellaneous foods[2]	0.556	0.4	0.4	-0.2	0.7	0.2
Prepared salads[3, 4]		4.6	0.6	-0.4	2.0	1.6
Food away from home[1]	5.629	3.9	0.4	0.4	0.4	0.4
Full service meals and snacks[1, 2]	2.429	4.3	0.6	0.4	0.6	0.6
Limited service meals and snacks[1, 2]	2.832	3.4	0.3	0.3	0.2	0.3
Food at employee sites and schools[1, 2]	0.071	3.7	0.0	0.5	0.1	0.0
Food at elementary and secondary schools[1, 3, 5]		3.3	0.0	0.1	0.0	0.0
Food from vending machines and mobile vendors[1, 2]	0.056	6.5	1.2	0.3	2.0	1.2
Other food away from home[1, 2]	0.241	4.8	0.3	0.8	0.2	0.3
Energy	6.312	-3.7	1.5	0.2	-2.4	0.7
Energy commodities	3.151	-11.5	2.4	-0.9	-6.1	-0.2
Fuel oil and other fuels	0.142	-7.2	-5.3	-0.2	-3.0	-2.6
Fuel oil	0.077	-9.6	-3.8	0.8	-4.2	-1.3
Propane, kerosene, and firewood[6]	0.065	-5.6	-7.1	-0.7	-1.5	-4.7
Motor fuel	3.009	-11.7	2.8	-0.9	-6.2	-0.1
Gasoline (all types)	2.927	-11.8	2.9	-1.0	-6.3	-0.1
Gasoline, unleaded regular[3]		-12.3	3.0	-1.1	-6.6	0.2
Gasoline, unleaded midgrade[3, 7]		-10.1	2.5	-0.9	-5.6	0.0
Gasoline, unleaded premium[3]		-9.1	2.4	-0.5	-4.4	-0.5
Other motor fuels[1, 2]	0.082	-10.2	-0.4	2.2	-1.3	-0.4
Energy services	3.161	6.2	0.6	1.4	1.6	1.5
Electricity	2.390	3.6	0.2	1.0	0.9	0.8
Utility (piped) gas service	0.771	15.7	1.7	2.5	3.6	3.7
All items less food and energy	80.007	2.8	0.3	0.2	0.1	0.2
Commodities less food and energy commodities	19.367	0.1	0.1	0.2	-0.1	0.1
Household furnishings and supplies[8]	3.373	0.3	0.2	0.2	0.0	0.2
Window and floor coverings and other linens[2]	0.242	-1.5	-1.0	1.4	-1.5	-0.4
Floor coverings[1, 2]	0.058	-4.6	-0.7	-0.5	0.2	-0.7
Window coverings[1, 2]	0.054	0.0	-0.4	-0.3	-1.2	-0.4
Other linens[2]	0.130	-0.8	-1.5	2.5	-1.6	-0.6
Furniture and bedding[1]	0.783	0.2	1.5	-0.1	0.6	1.5
Bedroom furniture[1]	0.255	-1.2	1.6	-0.3	2.7	1.6
Living room, kitchen, and dining room furniture[1, 2]	0.380	3.3	2.4	0.1	-0.3	2.4
Other furniture[2]	0.139	-5.8	-1.5	-1.0	-0.9	-0.9
Appliances[2]	0.217	-1.2	0.7	0.5	-0.1	0.8
Major appliances[2]	0.069	-3.6	0.6	1.4	-1.8	1.3
Laundry equipment[1, 3]		4.0	-0.8	3.3	0.8	-0.8
Other appliances[2]	0.146	-0.1	0.8	-0.2	0.5	0.8
Other household equipment and furnishings[2]	0.501	0.6	-1.4	0.2	0.6	-0.9
Clocks, lamps, and decorator items[1]	0.297	2.3	-1.1	1.2	1.6	-1.1
Indoor plants and flowers[9]	0.114	0.8	-2.2	1.4	-2.4	1.0
Dishes and flatware[1, 2]	0.037	-8.7	-2.6	2.8	-1.7	-2.6
Nonelectric cookware and tableware[2]	0.053	-1.9	-0.9	-2.9	0.8	0.0
Tools, hardware, outdoor equipment and supplies[1, 2]	0.836	0.7	0.1	0.9	-0.4	0.1
Tools, hardware and supplies[2]	0.239	0.3	1.2	0.0	0.2	1.2
Outdoor equipment and supplies[1, 2]	0.363	1.0	-0.7	1.2	-1.0	-0.7

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, April 2025 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
Housekeeping supplies[1]	0.793	1.0	0.1	-0.5	0.0	0.1
Household cleaning products[1, 2]	0.293	2.4	0.6	-1.0	0.0	0.6
Household paper products[1, 2]	0.175	0.0	-0.2	-0.1	-0.3	-0.2
Miscellaneous household products[1, 2]	0.324	0.4	-0.2	-0.1	0.2	-0.2
Apparel	2.577	-0.7	-1.1	0.6	0.4	-0.2
Men's and boys' apparel	0.686	1.1	-0.8	0.7	0.4	-0.1
Men's apparel	0.557	0.7	-1.1	0.7	1.1	-0.4
Men's suits, sport coats, and outerwear	0.095	5.3	-0.4	5.5	-2.1	0.3
Men's underwear, nightwear, swimwear, and accessories	0.147	1.8	0.3	-0.4	2.1	1.1
Men's shirts and sweaters[2]	0.159	-4.1	-5.1	-1.2	4.3	-2.8
Men's pants and shorts	0.139	2.3	1.6	-0.5	1.0	0.7
Boys' apparel	0.130	1.7	0.1	0.3	-2.6	1.0
Women's and girls' apparel	1.016	-1.5	-0.9	0.4	0.6	0.3
Women's apparel	0.901	-1.1	-1.0	0.0	1.2	0.4
Women's outerwear	0.080	6.2	-1.6	-0.2	4.4	0.9
Women's dresses	0.134	-5.1	-1.9	2.5	-0.3	-0.6
Women's suits and separates[2]	0.370	-1.9	-0.4	0.8	-0.3	1.2
Women's underwear, nightwear, swimwear, and accessories[2]	0.305	0.9	-1.3	-0.4	0.6	-1.1
Girls' apparel	0.115	-3.8	-0.3	3.6	-3.9	-0.3
Footwear	0.584	-1.3	-1.2	0.0	-0.1	-0.5
Men's footwear	0.201	-1.5	-2.2	1.5	-0.1	-1.3
Boys' and girls' footwear[1]	0.111	-2.9	-1.1	1.3	0.2	-1.1
Women's footwear	0.272	-0.6	-0.5	-1.1	-0.1	0.2
Infants' and toddlers' apparel	0.103	-4.4	-1.3	-0.1	-0.9	-1.1
Jewelry and watches[6]	0.188	1.2	-3.1	3.6	1.1	-1.9
Watches[1, 6]	0.042	1.0	-1.5	-0.1	0.8	-1.5
Jewelry[6]	0.146	1.6	-3.5	3.3	2.4	-2.0
Transportation commodities less motor fuel[8]	7.224	0.8	0.4	0.2	-0.2	-0.2
New vehicles	4.350	0.3	0.4	-0.1	0.1	0.0
New cars[3]		0.8	0.5	0.1	0.3	0.1
New trucks[3, 10]		0.3	0.3	-0.1	0.1	0.0
Used cars and trucks	2.380	1.5	0.5	0.9	-0.7	-0.5
Motor vehicle parts and equipment[1]	0.358	1.2	-0.1	-0.5	-0.1	-0.1
Tires[1]	0.295	1.5	-0.4	-0.5	0.3	-0.4
Vehicle accessories other than tires[1, 2]	0.063	0.6	1.5	-0.2	-2.2	1.5
Vehicle parts and equipment other than tires[1, 3]		0.3	2.2	-0.5	-2.6	2.2
Motor oil, coolant, and fluids[1, 3]		-1.0	-1.0	0.5	-1.0	-1.0
Medical care commodities[1]	1.509	1.0	0.4	0.1	-1.1	0.4
Medicinal drugs[1, 8]	1.333	1.1	0.4	0.2	-1.3	0.4
Prescription drugs[1]	0.917	2.3	0.4	0.0	-2.0	0.4
Nonprescription drugs[8]	0.416	-1.1	0.5	0.6	-0.3	0.3
Medical equipment and supplies[1, 8]	0.176	-0.5	0.4	-0.4	0.2	0.4
Recreation commodities[8]	1.818	-1.8	0.4	-0.7	-0.3	0.4
Video and audio products[8]	0.247	-1.6	1.0	-0.6	-0.3	1.0
Televisions	0.086	-9.9	-2.1	-1.9	-1.5	-2.1
Other video equipment[2]	0.029	-3.9	-1.4	0.5	0.1	-1.8
Audio equipment[1]	0.053	6.0	8.8	-0.1	-1.2	8.8
Recorded music and music subscriptions[1, 2]	0.075	5.2	0.2	0.0	1.7	0.2
Pets and pet products[1]	0.624	-0.2	0.3	0.0	-0.3	0.3
Pet food and treats[1, 2, 3]		-0.6	-0.1	0.6	-0.5	-0.1
Purchase of pets, pet supplies, accessories[1, 2, 3]		1.9	1.2	-0.7	0.1	1.2
Sporting goods[1]	0.462	-5.2	0.6	-2.2	-0.6	0.6

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, April 2025 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
Sports vehicles including bicycles[1]	0.225	-6.6	1.8	-4.2	-1.1	1.8
Sports equipment[1]	0.221	-3.7	-0.6	-0.1	-0.1	-0.6
Photographic equipment and supplies	0.019	1.2	1.6	-0.7	-0.8	2.2
Photographic equipment[1, 2, 3]		0.8	1.0	0.8	-1.0	1.0
Recreational reading materials[1]	0.101	2.0	-1.0	0.0	2.1	-1.0
Newspapers and magazines[1, 2]	0.056	2.9	-2.3	1.1	4.0	-2.3
Recreational books[1, 2]	0.045	1.0	0.7	-1.2	-0.1	0.7
Other recreational goods[2]	0.365	-0.9	0.1	-0.2	-0.7	0.2
Toys	0.286	-1.4	0.1	-0.2	-0.9	0.3
Toys, games, hobbies and playground equipment[2, 3]		-1.3	-0.2	-0.5	-0.6	-0.3
Sewing machines, fabric and supplies[1, 2]	0.022	-2.6	-1.0	0.0	-1.9	-1.0
Music instruments and accessories[1, 2]	0.043	4.7	0.3	-0.2	1.4	0.3
Education and communication commodities[8]	0.743	-5.3	0.5	-0.2	0.5	0.3
Educational books and supplies[1]	0.042	10.2	-0.2	0.1	1.8	-0.2
College textbooks[1, 3, 11]		10.4	-0.2	0.6	1.2	-0.2
Information technology commodities[8]	0.701	-6.8	0.5	-0.2	0.4	0.3
Computers, peripherals, and smart home assistants[1, 4]	0.264	-5.6	0.7	0.7	0.2	0.7
Computer software and accessories[1, 2]	0.028	2.6	3.2	3.3	0.4	3.2
Telephone hardware, calculators, and other consumer information items[2]	0.409	-8.1	0.2	-0.9	0.5	-0.1
Smartphones[1, 3, 12]		-14.0	-0.6	-1.7	-1.1	-0.6
Alcoholic beverages[1]	0.833	1.8	0.0	0.5	0.2	0.0
Alcoholic beverages at home	0.448	0.8	-0.1	0.1	0.3	-0.1
Beer, ale, and other malt beverages at home[1]	0.153	1.4	0.1	0.6	0.0	0.1
Distilled spirits at home[1]	0.102	1.9	0.6	-0.4	1.1	0.6
Whiskey at home[1, 3]		-0.9	0.5	-0.6	0.6	0.5
Distilled spirits, excluding whiskey, at home[1, 3]		2.4	0.7	0.0	1.4	0.7
Wine at home	0.193	-0.4	-0.7	0.4	0.2	-0.8
Alcoholic beverages away from home[1]	0.385	3.0	0.2	0.5	0.1	0.2
Beer, ale, and other malt beverages away from home[1, 2, 3]		2.6	-0.1	0.3	0.0	-0.1
Wine away from home[1, 2, 3]		2.2	0.6	0.1	0.2	0.6
Distilled spirits away from home[1, 2, 3]		4.0	-0.2	1.5	0.0	-0.2
Other goods[8]	1.291	3.2	0.3	0.8	0.3	0.3
Tobacco and smoking products[1]	0.483	7.1	0.3	0.6	0.6	0.3
Cigarettes[1, 2]	0.363	8.5	0.6	0.8	0.6	0.6
Tobacco products other than cigarettes[1, 2]	0.115	1.5	-0.7	0.0	0.9	-0.7
Personal care products[1]	0.649	0.4	0.1	0.9	0.0	0.1
Hair, dental, shaving, and miscellaneous personal care products[1, 2]	0.291	0.6	-0.3	1.6	-0.1	-0.3
Cosmetics, perfume, bath, nail preparations and implements[1]	0.349	0.2	0.5	0.3	0.0	0.5
Miscellaneous personal goods[2]	0.159	1.9	1.3	1.4	0.4	1.2
Stationery, stationery supplies, gift wrap[3]		3.9	-0.8	1.5	0.5	-0.8
Services less energy services	60.640	3.6	0.3	0.3	0.1	0.3
Shelter	35.426	4.0	0.3	0.3	0.2	0.3
Rent of shelter[13]	35.014	4.0	0.3	0.2	0.2	0.4
Rent of primary residence	7.463	4.0	0.3	0.3	0.3	0.3
Lodging away from home[2]	1.375	-1.4	2.0	0.2	-3.5	-0.1
Housing at school, excluding board[13]	0.241	3.8	0.1	0.3	0.3	0.3
Other lodging away from home including hotels and motels	1.134	-2.3	2.5	0.2	-4.3	-0.2
Owners' equivalent rent of residences[13]	26.176	4.3	0.3	0.3	0.4	0.4

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, April 2025 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
Owners' equivalent rent of primary residence[13]	24.983	4.3	0.3	0.3	0.4	0.4
Tenants' and household insurance[1, 2]	0.411	2.6	0.3	0.8	-0.3	0.3
Water and sewer and trash collection services[2]	1.085	4.9	0.3	1.0	0.2	0.3
Water and sewerage maintenance[1]	0.740	4.7	0.3	0.6	0.3	0.3
Garbage and trash collection[1, 10]	0.344	5.2	0.2	1.9	0.0	0.2
Household operations[1, 2]						
Domestic services[1, 2]						
Gardening and lawncare services[1, 2]						
Moving, storage, freight expense[2]	0.124	1.0	0.4	0.3	0.3	-0.8
Repair of household items[1, 2]						
Medical care services	6.736	3.1	0.4	0.3	0.5	0.5
Professional services	3.666	2.7	0.3	0.3	0.2	0.4
Physicians' services[1]	1.814	3.1	0.3	0.4	0.3	0.3
Dental services	0.927	2.2	0.2	-0.1	0.3	0.5
Eyeglasses and eye care[1, 6]	0.333	2.9	-0.4	0.6	0.0	-0.4
Services by other medical professionals[1, 6]	0.592	2.3	0.6	0.2	-0.2	0.6
Hospital and related services[1]	2.276	3.8	0.5	0.2	1.3	0.5
Hospital services[1, 14]	1.949	3.6	0.6	0.1	1.1	0.6
Inpatient hospital services[1, 3, 14]		4.3	0.4	0.2	2.0	0.4
Outpatient hospital services[1, 3, 6]		2.9	0.7	0.1	0.7	0.7
Nursing homes and adult day services[14]	0.166	4.6	0.1	1.0	0.7	0.3
Care of invalids and elderly at home[1, 5]				0.3	4.9	
Health insurance[1, 5]	0.793	3.3	0.4	0.3	0.4	0.4
Transportation services	6.270	2.5	0.6	-0.8	-1.4	0.1
Leased cars and trucks[1, 11]	0.388					
Car and truck rental[2]	0.127	-2.1	5.5	-1.3	-2.7	4.3
Motor vehicle maintenance and repair[1]	1.022	5.6	0.7	0.3	0.8	0.7
Motor vehicle body work[1]				-1.8	1.2	
Motor vehicle maintenance and servicing[1]	0.506	4.5	0.2	0.1	0.2	0.2
Motor vehicle repair[1, 2]	0.402	7.6	1.2	0.7	1.6	1.2
Motor vehicle insurance	2.829	6.4	0.2	0.3	-0.8	0.6
Motor vehicle fees[1, 2]	0.499	1.2	0.1	0.0	-0.5	0.1
State motor vehicle registration and license fees[1, 2]	0.281	2.0	0.3	0.3	0.1	0.3
Parking and other fees[1, 2]	0.204	0.4	-0.1	-0.3	-1.3	-0.1
Parking fees and tolls[2, 3]		2.8	1.4	0.2	0.5	1.5
Public transportation	1.405	-5.6	0.9	-3.4	-4.2	-1.8
Airline fares	0.872	-7.9	1.2	-4.0	-5.3	-2.8
Other intercity transportation	0.209	-1.4	1.3	-3.0	1.8	0.2
Ship fare[1, 2, 3]		-3.7	-0.8	-1.2	-0.5	-0.8
Intracity transportation[1]	0.320	1.4	-0.2	-0.6	0.5	-0.2
Intracity mass transit[1, 3, 8]		2.2	-0.1	1.2	0.1	-0.1
Recreation services[8]	3.496	3.6	-0.3	0.8	0.1	-0.3
Video and audio services[8]	0.826	0.6	-0.8	1.0	-0.7	-0.6
Cable, satellite, and live streaming television service[10]	0.665	0.3	-0.7	0.7	-0.9	-0.4
Purchase, subscription, and rental of video[1, 2]	0.161	2.4	-1.5	2.1	0.0	-1.5
Video discs and other media[1, 2, 3]		1.0	-1.2	1.0	-1.9	-1.2
Subscription and rental of video and video games[1, 2, 3]		9.0	-0.7	2.6	3.2	-0.7
Pet services including veterinary[2]	0.536	4.6	0.4	1.1	-0.2	0.0
Pet services[2, 3]		5.4	1.3	-0.7	-0.5	1.1
Veterinarian services[1, 2, 3]		5.3	0.2	2.3	0.5	0.2
Photographers and photo processing[1, 2]				1.3	-1.0	

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, April 2025 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
Other recreation services[2]	2.078	5.1	-0.3	0.6	0.5	-0.2
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[2]	0.818	4.9	0.0	0.4	0.2	0.1
Admissions[1]	0.760	5.9	-0.5	1.1	0.8	-0.5
Admission to movies, theaters, and concerts[1, 2, 3]		3.4	1.1	0.3	0.4	1.1
Admission to sporting events[1, 2, 3]		9.3	-12.2	7.2	2.3	-12.2
Fees for lessons or instructions[1, 6]	0.167	2.5	-1.2	-0.3	0.1	-1.2
Education and communication services[8]	4.949	1.2	-0.3	0.3	0.2	-0.2
Tuition, other school fees, and childcare	2.517	3.6	0.0	0.2	0.4	0.1
College tuition and fees	1.303	2.3	0.0	0.2	0.2	0.2
Elementary and high school tuition and fees	0.385	5.2	-0.1	0.4	0.9	0.3
Day care and preschool[1, 9]	0.724	5.4	0.0	0.5	0.1	0.0
Technical and business school tuition and fees[2]	0.039	1.0	0.0	0.1	0.5	-0.1
Postage and delivery services[2]	0.053	2.9	0.0	-2.7	0.4	0.4
Postage	0.051	3.2	0.0	-2.9	0.4	0.4
Delivery services[2]	0.002	6.2	0.4	1.3	0.3	0.8
Telephone services[1, 2]	1.434	0.0	0.0	0.1	-0.1	0.0
Wireless telephone services[1, 2]	1.262	-0.3	0.1	-0.1	-0.1	0.1
Residential telephone services[1, 8]	0.172	2.2	-0.7	1.6	-0.2	-0.7
Internet services and electronic information providers[1, 2]	0.937	-2.9	-1.5	1.1	0.3	-1.5
Other personal services[1, 8]	1.648	3.9	0.2	0.9	1.6	0.2
Personal care services[1]	0.657	3.6	0.1	0.4	0.1	0.1
Haircuts and other personal care services[1, 2]	0.657	3.6	0.1	0.4	0.1	0.1
Miscellaneous personal services[1]	0.990	4.0	0.3	1.3	2.6	0.3
Legal services[1, 6]						
Funeral expenses[1, 6]	0.141	2.1	0.2	0.7	0.7	0.2
Laundry and dry cleaning services[1, 2]	0.163	3.3	0.2	0.5	0.0	0.2
Apparel services other than laundry and dry cleaning[1, 2]	0.027	1.0	-2.6	0.3	1.2	-2.6
Financial services[1, 6]	0.250	2.4	1.3	1.9	6.8	1.3
Checking account and other bank services[1, 2, 3]		2.9	0.0	0.0	0.0	0.0
Tax return preparation and other accounting fees[1, 2, 3]		3.4	1.9	3.3	9.5	1.9

[1] Not seasonally adjusted.
[2] Indexes on a December 1997=100 base.
[3] Special index based on a substantially smaller sample.
[4] Indexes on a December 2007=100 base.
[5] Indexes on a December 2005=100 base.
[6] Indexes on a December 1986=100 base.
[7] Indexes on a December 1993=100 base.
[8] Indexes on a December 2009=100 base.
[9] Indexes on a December 1990=100 base.
[10] Indexes on a December 1983=100 base.
[11] Indexes on a December 2001=100 base.
[12] Indexes on a December 2019=100 base.
[13] Indexes on a December 1982=100 base.
[14] Indexes on a December 1996=100 base.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, April 2025

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Mar. 2025	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2024	Mar. 2025	Apr. 2025	Apr. 2024-Apr. 2025	Mar. 2025-Apr. 2025	Jan. 2025-Feb. 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025
All items less food	86.319	311.182	317.017	318.161	2.2	0.4	0.2	-0.1	0.3
All items less shelter	64.574	284.224	287.234	288.084	1.4	0.3	0.2	-0.2	0.2
All items less food and shelter	50.894	273.263	274.922	275.956	1.0	0.4	0.2	-0.4	0.2
All items less food, shelter, and energy	44.582	273.967	278.230	278.830	1.8	0.2	0.2	-0.1	0.2
All items less food, shelter, energy, and used cars and trucks	42.201	279.271	283.698	284.264	1.8	0.2	0.1	0.0	0.2
All items less medical care	91.755	301.559	307.484	308.420	2.3	0.3	0.2	-0.1	0.2
All items less energy	93.688	318.689	326.781	327.535	2.8	0.2	0.2	0.1	0.2
Commodities	36.199	224.926	223.871	224.494	-0.2	0.3	0.1	-0.4	0.0
Commodities less food, energy, and used cars and trucks	16.987	164.141	163.974	164.093	0.0	0.1	0.1	0.0	0.1
Commodities less food	22.518	181.119	176.791	177.584	-2.0	0.4	0.1	-1.0	0.0
Commodities less food and beverages	21.685	177.393	172.868	173.672	-2.1	0.5	0.0	-1.0	0.0
Services	63.801	401.020	414.555	415.924	3.7	0.3	0.3	0.2	0.4
Services less rent of shelter[1]	28.787	415.161	427.695	429.054	3.3	0.3	0.4	0.3	0.3
Services less medical care services	57.066	384.975	398.247	399.536	3.8	0.3	0.3	0.2	0.3
Durables	10.891	123.372	122.428	122.916	-0.4	0.4	-0.1	0.0	0.2
Nondurables	25.308	279.693	278.797	279.429	-0.1	0.2	0.0	-0.9	-0.1
Nondurables less food	11.627	238.653	230.057	231.195	-3.1	0.5	-0.2	-2.3	-0.1
Nondurables less food and beverages	10.794	235.493	226.103	227.306	-3.5	0.5	-0.2	-2.5	-0.1
Nondurables less food, beverages, and apparel	8.218	304.097	288.034	291.083	-4.3	1.1	-0.5	-3.3	-0.1
Nondurables less food and apparel	9.050	301.226	287.114	289.877	-3.8	1.0	-0.5	-3.0	-0.1
Housing	44.217	331.688	343.512	344.801	4.0	0.4	0.4	0.3	0.5
Education and communication[2]	5.692	146.040	146.621	146.354	0.2	-0.2	0.2	0.3	-0.1
Education[2]	2.559	295.736	306.847	306.829	3.8	0.0	0.2	0.4	0.1
Communication[2]	3.133	74.986	73.467	73.228	-2.3	-0.3	0.3	0.1	-0.4
Information and information processing[2]	3.080	70.556	69.051	68.822	-2.5	-0.3	0.4	0.1	-0.4
Information technology, hardware and services[3]	1.646	7.106	6.820	6.777	-4.6	-0.6	0.6	0.4	-0.7
Recreation[2]	5.313	138.412	140.740	140.627	1.6	-0.1	0.3	-0.1	0.0
Video and audio[2]	1.073	119.272	119.879	119.394	0.1	-0.4	0.6	-0.6	-0.3
Pets, pet products and services[2]	1.160	223.045	226.462	227.266	1.9	0.4	0.5	-0.3	0.2
Photography[2]	0.075	87.154	85.485	85.742	-1.6	0.3	0.8	-0.9	0.5
Food and beverages	14.513	326.107	334.920	334.918	2.7	0.0	0.2	0.4	-0.1
Domestically produced farm food	6.796	316.011	323.712	322.132	1.9	-0.5	0.1	0.5	-0.5
Other services	10.092	414.998	425.976	425.090	2.4	-0.2	0.6	0.4	-0.2
Apparel less footwear	1.993	125.431	126.287	124.860	-0.5	-1.1	0.8	0.5	-0.1
Fuels and utilities	4.388	311.410	327.077	328.138	5.4	0.3	1.2	1.1	1.1
Household energy	3.303	260.399	273.881	274.805	5.5	0.3	1.3	1.4	1.4
Medical care	8.245	561.612	574.739	576.988	2.7	0.4	0.3	0.2	0.5
Transportation	16.503	276.687	270.061	272.503	-1.5	0.9	-0.4	-1.8	0.0
Private transportation	15.098	275.873	270.344	272.793	-1.1	0.9	-0.1	-1.6	0.1
New and used motor vehicles[2]	7.381	125.017	124.857	125.514	0.4	0.5	0.1	-0.3	0.0
Utilities and public transportation	7.750	259.890	264.525	265.541	2.2	0.4	0.1	0.2	0.1
Household furnishings and operations	4.403	147.173	149.420	150.485	2.3	0.7	0.4	0.0	1.0
Other goods and services	2.939	556.486	574.766	576.398	3.6	0.3	0.6	1.0	0.1
Personal care	2.455	282.151	289.143	289.965	2.8	0.3	0.6	1.0	0.1

[1] Indexes on a December 1982=100 base.
[2] Indexes on a December 1997=100 base.
[3] Indexes on a December 1988=100 base.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, April 2025

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule[1]	Percent change to Apr. 2025 from:			Percent change to Mar. 2025 from:		
		Apr. 2024	Feb. 2025	Mar. 2025	Mar. 2024	Jan. 2025	Feb. 2025
U.S. city average	M	2.3	0.5	0.3	2.4	0.7	0.2
Region and area size[2]							
Northeast	M	3.1	0.3	0.3	3.2	0.6	0.0
Northeast - Size Class A	M	3.5	0.3	0.5	3.4	0.5	-0.2
Northeast - Size Class B/C[3]	M	2.7	0.3	0.1	3.0	0.8	0.2
New England[4]	M	3.0	-0.1	0.2	3.2	0.5	-0.3
Middle Atlantic[4]	M	3.2	0.5	0.4	3.2	0.7	0.1
Midwest	M	2.4	0.5	0.2	2.7	0.6	0.3
Midwest - Size Class A	M	2.4	0.5	0.3	2.7	0.5	0.2
Midwest - Size Class B/C[3]	M	2.4	0.5	0.1	2.8	0.7	0.4
East North Central[4]	M	2.4	0.6	0.1	2.8	0.7	0.4
West North Central[4]	M	2.3	0.3	0.2	2.5	0.5	0.1
South	M	2.0	0.4	0.3	1.9	0.4	0.1
South - Size Class A	M	1.9	0.4	0.3	1.8	0.5	0.0
South - Size Class B/C[3]	M	2.0	0.3	0.3	1.9	0.4	0.1
South Atlantic[4]	M	2.1	0.4	0.3	2.0	0.5	0.2
East South Central[4]	M	2.5	0.4	0.3	2.8	0.5	0.2
West South Central[4]	M	1.4	0.1	0.4	1.3	0.2	-0.2
West	M	2.1	1.0	0.5	2.2	1.1	0.5
West - Size Class A	M	2.3	0.7	0.3	2.6	1.0	0.4
West - Size Class B/C[3]	M	2.0	1.3	0.6	1.8	1.2	0.7
Mountain[4]	M	1.2	0.7	0.3	1.3	1.0	0.4
Pacific[4]	M	2.5	1.1	0.5	2.6	1.1	0.6
Size classes							
Size Class A[5]	M	2.4	0.5	0.4	2.6	0.6	0.1
Size Class B/C[3]	M	2.2	0.6	0.3	2.3	0.7	0.3
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	3.1	0.5	0.1	3.7	0.5	0.5
Los Angeles-Long Beach-Anaheim, CA	M	3.0	1.2	0.6	3.0	0.9	0.7
New York-Newark-Jersey City, NY-NJ-PA	M	3.9	0.5	0.4	3.8	0.4	0.1
Atlanta-Sandy Springs-Roswell, GA	2	1.9	0.1				
Baltimore-Columbia-Towson, MD[6]	2	3.0	0.9				
Detroit-Warren-Dearborn, MI	2	1.4	0.8				
Houston-The Woodlands-Sugar Land, TX	2	1.2	0.9				
Miami-Fort Lauderdale-West Palm Beach, FL	2	2.2	0.3				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2	2.9	0.5				
Phoenix-Mesa-Scottsdale, AZ[7]	2	0.3	0.4				
San Francisco-Oakland-Hayward, CA	2	1.3	0.4				
Seattle-Tacoma-Bellevue, WA	2	1.7	0.4				
St. Louis, MO-IL	2	2.2	1.2				
Urban Alaska	2	1.6	0.9				
Boston-Cambridge-Newton, MA-NH	1				2.5	0.1	
Dallas-Fort Worth-Arlington, TX	1				1.4	-0.4	
Denver-Aurora-Lakewood, CO	1				1.9	0.2	
Minneapolis-St.Paul-Bloomington, MN-WI	1				2.2	-0.3	
Riverside-San Bernardino-Ontario, CA[4]	1				2.5	1.0	
San Diego-Carlsbad, CA	1				3.8	0.8	
Tampa-St. Petersburg-Clearwater, FL[8]	1				2.1	0.7	
Urban Hawaii	1				2.6	0.0	
Washington-Arlington-Alexandria, DC-VA-MD-WV[6]	1				2.4	0.8	

[1] Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

[2] Regions defined as the four Census regions.

[3] Indexes on a December 1996=100 base.

[4] Indexes on a December 2017=100 base.

[5] Indexes on a December 1986=100 base.

[6] 1998 - 2017 indexes based on substantially smaller sample.

[7] Indexes on a December 2001=100 base.

[8] Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, April 2025

[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U[1]	CPI-U	C-CPI-U[1]	CPI-U
December 2012			1.5	1.7
December 2013			1.3	1.5
December 2014			0.5	0.8
December 2015			0.4	0.7
December 2016			1.8	2.1
December 2017			1.7	2.1
December 2018			1.5	1.9
December 2019			1.8	2.3
December 2020			1.5	1.4
December 2021			6.5	7.0
December 2022			6.4	6.5
January 2023	0.8	0.8	6.4	6.4
February 2023	0.5	0.6	6.0	6.0
March 2023	0.3	0.3	4.8	5.0
April 2023	0.5	0.5	4.7	4.9
May 2023	0.2	0.3	3.8	4.0
June 2023	0.3	0.3	2.9	3.0
July 2023	0.1	0.2	3.0	3.2
August 2023	0.4	0.4	3.5	3.7
September 2023	0.2	0.2	3.4	3.7
October 2023	0.0	0.0	2.9	3.2
November 2023	-0.3	-0.2	2.7	3.1
December 2023	-0.1	-0.1	2.9	3.4
January 2024	0.5	0.5	2.6	3.1
February 2024	0.6	0.6	2.8	3.2
March 2024	0.6	0.6	3.1	3.5
April 2024	0.4	0.4	3.0	3.4
May 2024	0.1	0.2	2.9	3.3
June 2024	0.0	0.0	2.6	3.0
July 2024	0.1	0.1	2.6	2.9
August 2024	0.1	0.1	2.3	2.5
September 2024	0.1	0.2	2.2	2.4
October 2024	0.1	0.1	2.3	2.6
November 2024	-0.1	-0.1	2.5	2.7
December 2024	0.0	0.0	2.7	2.9
January 2025	0.6	0.7	2.8	3.0
February 2025	0.4	0.4	2.6	2.8
March 2025	0.2	0.2	2.1	2.4
April 2025	0.3	0.3	2.1	2.3

[1] The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
All items	100.000	0.2		0.05	L-Feb.2025	0.2
Food	13.681	-0.1	-0.011	0.07	S-Jul.2020	-0.4
Food at home	8.051	-0.4	-0.036	0.12	S-Sep.2020	-0.4
Cereals and bakery products	1.101	-0.5	-0.005	0.30	S-Nov.2024	-1.2
Cereals and cereal products	0.336	-1.5	-0.005	0.50	S-Jan.2025	-2.1
Flour and prepared flour mixes	0.030	0.1	0.000	0.75	S-Jan.2025	-0.2
Breakfast cereal[4]	0.146	-2.5	-0.004	0.93	S-Jan.2025	-3.3
Rice, pasta, cornmeal	0.159	-0.8	-0.001	0.63	–	–
Rice[4, 5, 6]		-2.3		0.73	S-Sep.2016	-2.4
Bakery products[4]	0.765	-0.3	-0.002	0.38	S-Nov.2024	-1.4
Bread[4, 5]	0.139	1.6	0.002	0.61	L-Oct.2024	1.9
White bread[4, 6]		1.5		0.64	L-Nov.2022	1.7
Bread other than white[4, 6]		1.7		1.08	L-Oct.2024	2.8
Fresh biscuits, rolls, muffins[5]	0.136	0.2	0.000	1.02	L-Jan.2025	1.8
Cakes, cupcakes, and cookies[4]	0.212	-0.1	0.000	0.59	S-Feb.2025	-0.5
Cookies[4, 6]		-0.4		0.80	S-Feb.2025	-2.4
Fresh cakes and cupcakes[4, 6]		0.6		0.69	S-Jan.2025	-2.6
Other bakery products	0.279	-1.0	-0.003	0.64	S-Nov.2024	-1.6
Fresh sweetrolls, coffeecakes, doughnuts[4, 6]		-1.1		0.84	S-Feb.2024	-1.9
Crackers, bread, and cracker products[6]		-1.2		1.02	S-Feb.2025	-1.4
Frozen and refrigerated bakery products, pies, tarts, turnovers[6]		-2.9		1.14	S-EVER	–
Meats, poultry, fish, and eggs	1.669	-1.6	-0.027	0.24	S-Jul.2020	-3.8
Meats, poultry, and fish	1.450	0.0	0.000	0.25	S-Oct.2024	-0.4
Meats	0.926	-0.2	-0.002	0.31	S-Oct.2024	-0.7
Beef and veal	0.456	0.1	0.000	0.46	S-Oct.2024	-0.6
Uncooked ground beef[4]	0.208	0.0	0.000	0.69	S-Jan.2025	-0.9
Uncooked beef roasts[5]	0.057	-0.2	0.000	1.10	L-Feb.2025	2.8
Uncooked beef steaks[5]	0.130	0.8	0.001	0.81	L-Jan.2025	2.8
Uncooked other beef and veal[4, 5]	0.061	1.7	0.001	0.88	L-Feb.2025	3.1
Pork	0.288	-1.4	-0.004	0.55	S-Feb.2025	-1.4
Bacon, breakfast sausage, and related products[5]	0.103	-1.6	-0.002	0.89	S-Apr.2023	-2.0
Bacon and related products[6]		-1.0		1.07	S-Feb.2025	-2.3
Breakfast sausage and related products[5, 6]		-2.1		1.18	S-Dec.2018	-2.4
Ham	0.044	0.8	0.000	1.06	S-Feb.2025	-2.3
Ham, excluding canned[6]		1.1		1.11	S-Feb.2025	-2.6
Pork chops[4]	0.049	-1.6	-0.001	1.29	S-Jan.2025	-1.9
Other pork including roasts, steaks, and ribs[5]	0.092	-2.5	-0.002	1.20	S-Jun.2023	-2.5
Other meats	0.181	1.2	0.002	0.58	L-Oct.2022	2.0
Frankfurters[6]		-5.2		1.36	S-Jul.2022	-5.9
Lunchmeats[4, 5, 6]		1.1		0.76	L-May 2024	1.1
Poultry	0.286	0.2	0.000	0.50	S-Feb.2025	-0.2
Chicken[5]	0.214	-0.3	-0.001	0.53	S-Jun.2024	-0.3
Fresh whole chicken[6]		0.2		0.99	S-Feb.2025	-1.6
Fresh and frozen chicken parts[6]		-0.6		0.69	S-Apr.2024	-2.0
Other uncooked poultry including turkey[5]	0.071	1.8	0.001	1.20	L-Jul.2023	2.3
Fish and seafood	0.238	0.7	0.002	0.60	L-Feb.2025	0.7
Fresh fish and seafood[4, 5]	0.140	0.8	0.001	0.83	L-Jan.2025	1.6
Processed fish and seafood[5]	0.098	1.2	0.001	0.96	L-Mar.2024	1.2
Shelf stable fish and seafood[6]		1.6		1.43	L-Aug.2023	2.2
Frozen fish and seafood[6]		0.6		1.19	L-Feb.2025	1.4

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Eggs	0.219	-12.7	-0.027	1.00	S-Mar.1984	-12.7
Dairy and related products[4]	0.734	-0.2	-0.001	0.29	S-Feb.2025	-1.0
Milk[4, 5]	0.197	0.7	0.001	0.39	S-Feb.2025	-0.6
Fresh whole milk[4, 6]		0.1		0.49	S-Jan.2025	-1.0
Fresh milk other than whole[4, 5, 6]		0.9		0.55	S-Feb.2025	-1.1
Cheese and related products[4]	0.254	-0.2	0.000	0.69	S-Feb.2025	-1.2
Ice cream and related products	0.129	-1.4	-0.002	1.04	S-Feb.2025	-2.2
Other dairy and related products[5]	0.154	-1.3	-0.002	0.54	S-May 2023	-1.3
Fruits and vegetables	1.307	-0.4	-0.006	0.32	L-Dec.2024	0.1
Fresh fruits and vegetables	1.084	-0.2	-0.002	0.41	L-Dec.2024	0.0
Fresh fruits	0.556	-0.3	-0.002	0.58	L-Jan.2025	0.5
Apples	0.081	-0.1	0.000	0.95	S-Feb.2025	-0.4
Bananas[4]	0.108	1.2	0.001	0.65	L-Feb.2024	1.7
Citrus fruits[5]	0.062	-2.8	-0.002	0.88	S-Jun.2022	-2.8
Oranges, including tangerines[6]		-3.7		1.44	S-Jul.2021	-4.9
Other fresh fruits[5]	0.304	-0.5	-0.002	1.11	L-Jan.2025	1.3
Fresh vegetables	0.528	-0.1	0.000	0.58	L-Dec.2024	0.4
Potatoes	0.083	0.3	0.000	0.97	L-Dec.2024	0.5
Lettuce	0.066	0.3	0.000	1.17	L-Feb.2025	1.8
Tomatoes	0.086	1.1	0.001	1.22	L-Dec.2024	1.1
Other fresh vegetables	0.294	-0.3	-0.001	0.79	L-Feb.2025	-0.1
Processed fruits and vegetables[5]	0.223	-1.6	-0.004	0.47	S-Apr.2019	-1.7
Canned fruits and vegetables[5]	0.090	-1.3	-0.001	0.60	S-Apr.2019	-2.0
Canned fruits[5, 6]		-1.0		0.94	S-Feb.2025	-2.2
Canned vegetables[5, 6]		-1.5		0.90	S-Jul.2019	-1.7
Frozen fruits and vegetables[5]	0.068	-3.0	-0.002	0.89	S-EVER	–
Frozen vegetables[6]		-3.2		1.08	S-EVER	–
Other processed fruits and vegetables including dried[5]	0.065	-1.2	-0.001	0.66	S-Nov.2023	-1.3
Dried beans, peas, and lentils[4, 5, 6]		1.6		0.76	L-May 2024	2.4
Nonalcoholic beverages and beverage materials	0.909	0.7	0.006	0.40	L-Jan.2025	0.9
Juices and nonalcoholic drinks[5]	0.641	0.2	0.001	0.48	S-Feb.2025	-0.8
Carbonated drinks	0.353	-0.1	0.000	0.93	S-Feb.2025	-0.6
Frozen noncarbonated juices and drinks[4, 5]	0.004	-0.4	0.000	0.81	L-Feb.2025	1.5
Nonfrozen noncarbonated juices and drinks[5]	0.285	0.6	0.002	0.49	L-Jan.2025	0.8
Beverage materials including coffee and tea[5]	0.268	2.0	0.005	0.68	L-Jul.2022	2.8
Coffee	0.138	2.4	0.003	0.97	L-Jul.2022	2.9
Roasted coffee[6]		2.4		1.25	L-Jul.2022	2.4
Instant coffee[4, 6]		2.3		1.07	L-Jan.2025	4.4
Other beverage materials including tea[4, 5]	0.130	1.9	0.002	1.06	L-Feb.2024	2.9
Other food at home	2.331	-0.1	-0.003	0.24	S-Feb.2025	-0.5
Sugar and sweets	0.333	0.6	0.002	0.44	L-Jan.2025	1.3
Sugar and sugar substitutes	0.028	0.6	0.000	0.62	L-Apr.2024	1.1
Candy and chewing gum[5]	0.233	1.4	0.003	0.60	L-Jan.2025	1.8
Other sweets[5]	0.072	-1.7	-0.001	0.82	S-Sep.2020	-1.9
Fats and oils	0.249	-1.5	-0.004	0.53	S-Apr.2019	-2.1
Butter and margarine[5]	0.056	-0.7	0.000	0.99	S-Dec.2024	-1.1
Butter[6]		0.3		1.11	L-Nov.2024	0.5
Margarine[6]		1.2		1.56	L-Jan.2025	3.6
Salad dressing[4, 5]	0.065	-1.5	-0.001	1.52	S-Nov.2024	-1.8
Other fats and oils including peanut butter[5]	0.128	-2.8	-0.004	0.68	S-EVER	–
Peanut butter[4, 5, 6]		-1.4		0.76	S-Feb.2025	-2.7
Other foods	1.750	-0.1	-0.001	0.30	S-Feb.2025	-0.6

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Soups	0.106	0.8	0.001	0.97	S-Feb.2025	-0.9
Frozen and freeze dried prepared foods	0.271	1.0	0.003	0.69	L-Oct.2022	1.0
Snacks	0.369	-0.7	-0.002	0.78	S-Feb.2025	-1.0
Spices, seasonings, condiments, sauces	0.388	-0.4	-0.002	0.50	S-May 2024	-0.8
Salt and other seasonings and spices[5, 6]		-1.8		0.91	S-Nov.2024	-1.8
Olives, pickles, relishes[5, 6]		0.6		0.90	L-Feb.2025	5.5
Sauces and gravies[5, 6]		-0.6		0.70	S-Jan.2025	-1.5
Other condiments[6]		8.0		1.10	L-Oct.2024	11.7
Baby food and formula[4, 5]	0.060	0.9	0.001	0.57	L-Sep.2024	1.2
Other miscellaneous foods[5]	0.556	0.2	0.001	0.54	S-Feb.2025	-0.2
Prepared salads[6, 7]		1.6		0.98	S-Feb.2025	-0.4
Food away from home[4]	5.629	0.4	0.025	0.06	–	–
Full service meals and snacks[4, 5]	2.429	0.6	0.014	0.07	–	–
Limited service meals and snacks[4, 5]	2.832	0.3	0.010	0.09	L-Feb.2025	0.3
Food at employee sites and schools[4, 5]	0.071	0.0	0.000	0.29	S-Jan.2025	-0.1
Food at elementary and secondary schools[4, 6, 8]		0.0		0.10	–	–
Food from vending machines and mobile vendors[4, 5]	0.056	1.2	0.001	0.25	S-Feb.2025	0.3
Other food away from home[4, 5]	0.241	0.3	0.001	0.10	L-Feb.2025	0.8
Energy	6.312	0.7	0.042	0.15	L-Jan.2025	1.1
Energy commodities	3.151	-0.2	-0.007	0.18	L-Jan.2025	1.9
Fuel oil and other fuels	0.142	-2.6	-0.004	0.34	L-Feb.2025	-0.2
Fuel oil	0.077	-1.3	-0.001	0.47	L-Feb.2025	0.8
Propane, kerosene, and firewood[9]	0.065	-4.7	-0.003	0.42	S-Apr.2014	-8.0
Motor fuel	3.009	-0.1	-0.003	0.19	L-Jan.2025	1.8
Gasoline (all types)	2.927	-0.1	-0.003	0.19	L-Jan.2025	1.8
Gasoline, unleaded regular[6]		0.2		0.46	L-Jan.2025	1.7
Gasoline, unleaded midgrade[6, 10]		0.0		0.43	L-Jan.2025	1.9
Gasoline, unleaded premium[6]		-0.5		0.50	L-Feb.2025	-0.5
Other motor fuels[4, 5]	0.082	-0.4	0.000	0.28	L-Feb.2025	2.2
Energy services	3.161	1.5	0.049	0.26	S-Feb.2025	1.4
Electricity	2.390	0.8	0.020	0.30	S-Jan.2025	0.0
Utility (piped) gas service	0.771	3.7	0.029	0.44	L-Jan.2023	6.9
All items less food and energy	80.007	0.2	0.189	0.05	L-Feb.2025	0.2
Commodities less food and energy commodities	19.367	0.1	0.012	0.09	L-Feb.2025	0.2
Household furnishings and supplies[11]	3.373	0.2	0.007	0.21	L-Feb.2025	0.2
Window and floor coverings and other linens[5]	0.242	-0.4	-0.001	0.90	L-Feb.2025	1.4
Floor coverings[4, 5]	0.058	-0.7	0.000	0.74	S-Oct.2024	-1.2
Window coverings[4, 5]	0.054	-0.4	0.000	1.68	L-Feb.2025	-0.3
Other linens[5]	0.130	-0.6	-0.001	1.18	L-Feb.2025	2.5
Furniture and bedding[4]	0.783	1.5	0.011	0.41	L-Sep.2024	1.7
Bedroom furniture[4]	0.255	1.6	0.004	0.62	S-Feb.2025	-0.3
Living room, kitchen, and dining room furniture[4, 5]	0.380	2.4	0.009	0.60	L-Sep.2024	3.2
Other furniture[5]	0.139	-0.9	-0.001	0.94	–	–
Appliances[5]	0.217	0.8	0.002	0.68	L-Mar.2022	1.2
Major appliances[5]	0.069	1.3	0.001	1.04	L-Feb.2025	1.4
Laundry equipment[4, 6]		-0.8		0.76	S-Dec.2024	-1.8
Other appliances[5]	0.146	0.8	0.001	0.87	L-Nov.2024	1.0
Other household equipment and furnishings[5]	0.501	-0.9	-0.005	0.53	S-Aug.2024	-1.0
Clocks, lamps, and decorator items[4]	0.297	-1.1	-0.003	0.60	S-Sep.2024	-1.2
Indoor plants and flowers[12]	0.114	1.0	0.001	0.89	L-Feb.2025	1.4
Dishes and flatware[4, 5]	0.037	-2.6	-0.001	1.59	S-May 2024	-3.2
Nonelectric cookware and tableware[5]	0.053	0.0	0.000	1.38	S-Feb.2025	-2.9

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Tools, hardware, outdoor equipment and supplies[4, 5]	0.836	0.1	0.001	0.38	L-Feb.2025	0.9
Tools, hardware and supplies[5]	0.239	1.2	0.003	0.59	L-Nov.2024	1.2
Outdoor equipment and supplies[4, 5]	0.363	-0.7	-0.003	0.53	L-Feb.2025	1.2
Housekeeping supplies[4]	0.793	0.1	0.001	0.26	L-Jan.2025	0.1
Household cleaning products[4, 5]	0.293	0.6	0.002	0.42	L-Aug.2024	1.8
Household paper products[4, 5]	0.175	-0.2	0.000	0.34	L-Feb.2025	-0.1
Miscellaneous household products[4, 5]	0.324	-0.2	-0.001	0.39	S-Oct.2024	-1.0
Apparel	2.577	-0.2	-0.005	0.34	S-Jan.2025	-1.4
Men's and boys' apparel	0.686	-0.1	-0.001	0.50	S-Jan.2025	-0.5
Men's apparel	0.557	-0.4	-0.002	0.61	S-Jan.2025	-0.6
Men's suits, sport coats, and outerwear	0.095	0.3	0.000	1.98	L-Feb.2025	5.5
Men's underwear, nightwear, swimwear, and accessories	0.147	1.1	0.002	0.78	S-Feb.2025	-0.4
Men's shirts and sweaters[5]	0.159	-2.8	-0.004	1.04	S-Aug.2024	-3.1
Men's pants and shorts	0.139	0.7	0.001	1.12	S-Feb.2025	-0.5
Boys' apparel	0.130	1.0	0.001	0.96	L-Sep.2024	1.6
Women's and girls' apparel	1.016	0.3	0.003	0.61	S-Jan.2025	-2.0
Women's apparel	0.901	0.4	0.004	0.66	S-Feb.2025	0.0
Women's outerwear	0.080	0.9	0.001	2.56	S-Feb.2025	-0.2
Women's dresses	0.134	-0.6	-0.001	1.89	S-Jan.2025	-4.3
Women's suits and separates[5]	0.370	1.2	0.004	0.86	L-Apr.2024	1.6
Women's underwear, nightwear, swimwear, and accessories[5]	0.305	-1.1	-0.003	0.89	S-Jan.2025	-2.3
Girls' apparel	0.115	-0.3	0.000	1.29	L-Feb.2025	3.6
Footwear	0.584	-0.5	-0.003	0.48	S-Jan.2025	-0.5
Men's footwear	0.201	-1.3	-0.003	0.82	S-Nov.2024	-1.3
Boys' and girls' footwear[4]	0.111	-1.1	-0.001	0.86	S-Jan.2025	-2.2
Women's footwear	0.272	0.2	0.001	0.74	L-Jan.2025	0.4
Infants' and toddlers' apparel	0.103	-1.1	-0.001	0.97	S-Jun.2024	-1.4
Jewelry and watches[9]	0.188	-1.9	-0.004	1.56	S-Jan.2025	-3.9
Watches[4, 9]	0.042	-1.5	-0.001	1.47	S-May 2024	-1.9
Jewelry[9]	0.146	-2.0	-0.003	2.00	S-Jan.2025	-4.2
Transportation commodities less motor fuel[11]	7.224	-0.2	-0.013	0.03	–	–
New vehicles	4.350	0.0	0.000	0.01	S-Feb.2025	-0.1
New cars[6]		0.1		0.06	S-Feb.2025	0.1
New trucks[6, 13]		0.0		0.03	S-Feb.2025	-0.1
Used cars and trucks	2.380	-0.5	-0.013	0.03	L-Feb.2025	0.9
Motor vehicle parts and equipment[4]	0.358	-0.1	0.000	0.36	–	–
Tires[4]	0.295	-0.4	-0.001	0.40	S-Feb.2025	-0.5
Vehicle accessories other than tires[4, 5]	0.063	1.5	0.001	0.62	L-Nov.2023	2.4
Vehicle parts and equipment other than tires[4, 6]		2.2		0.78	L-Nov.2023	3.6
Motor oil, coolant, and fluids[4, 6]		-1.0		0.63	–	–
Medical care commodities[4]	1.509	0.4	0.006	0.28	L-Jan.2025	1.2
Medicinal drugs[4, 11]	1.333	0.4	0.006	0.30	L-Jan.2025	1.4
Prescription drugs[4]	0.917	0.4	0.003	0.26	L-Jan.2025	2.5
Nonprescription drugs[11]	0.416	0.3	0.001	0.63	L-Feb.2025	0.6
Medical equipment and supplies[4, 11]	0.176	0.4	0.001	0.53	L-Jun.2024	1.0
Recreation commodities[11]	1.818	0.4	0.007	0.24	L-Jan.2024	0.8
Video and audio products[11]	0.247	1.0	0.002	0.36	L-Oct.2024	1.0
Televisions	0.086	-2.1	-0.002	0.61	S-Jan.2025	-2.1
Other video equipment[5]	0.029	-1.8	-0.001	1.17	S-Aug.2023	-3.9
Audio equipment[4]	0.053	8.8	0.005	0.87	L-EVER	–
Recorded music and music subscriptions[4, 5]	0.075	0.2	0.000	0.66	S-Feb.2025	0.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Pets and pet products[4]	0.624	0.3	0.002	0.34	L-Jan.2025	0.3
Pet food and treats[4, 5, 6]		-0.1		0.37	L-Feb.2025	0.6
Purchase of pets, pet supplies, accessories[4, 5, 6]		1.2		0.75	L-Nov.2024	1.3
Sporting goods[4]	0.462	0.6	0.003	0.50	L-Apr.2024	0.9
Sports vehicles including bicycles[4]	0.225	1.8	0.004	0.74	L-Jan.2024	2.8
Sports equipment[4]	0.221	-0.6	-0.001	0.52	S-Nov.2024	-0.7
Photographic equipment and supplies	0.019	2.2	0.000	0.68	L-Oct.2023	6.2
Photographic equipment[4, 5, 6]		1.0		1.03	L-Jan.2025	2.4
Recreational reading materials[4]	0.101	-1.0	-0.001	1.41	S-Nov.2024	-4.9
Newspapers and magazines[4, 5]	0.056	-2.3	-0.001	1.46	S-Nov.2024	-5.6
Recreational books[4, 5]	0.045	0.7	0.000	2.14	L-Jan.2025	3.0
Other recreational goods[5]	0.365	0.2	0.001	0.53	L-Jan.2025	0.5
Toys	0.286	0.3	0.001	0.65	L-Jan.2025	0.8
Toys, games, hobbies and playground equipment[5, 6]		-0.3		0.90	L-Jan.2025	1.7
Sewing machines, fabric and supplies[4, 5]	0.022	-1.0	0.000	1.12	L-Feb.2025	0.0
Music instruments and accessories[4, 5]	0.043	0.3	0.000	0.71	S-Feb.2025	-0.2
Education and communication commodities[11]	0.743	0.3	0.002	0.64	S-Feb.2025	-0.2
Educational books and supplies[4]	0.042	-0.2	0.000	0.88	S-Dec.2024	-0.8
College textbooks[4, 6, 14]		-0.2		1.17	S-Dec.2024	-1.1
Information technology commodities[11]	0.701	0.3	0.002	0.70	S-Feb.2025	-0.2
Computers, peripherals, and smart home assistants[4, 7]	0.264	0.7	0.002	0.83	L-Feb.2025	0.7
Computer software and accessories[4, 5]	0.028	3.2	0.001	1.62	L-Feb.2025	3.3
Telephone hardware, calculators, and other consumer information items[5]	0.409	-0.1	0.000	0.88	S-Feb.2025	-0.9
Smartphones[4, 6, 15]		-0.6		0.93	L-Jan.2025	-0.5
Alcoholic beverages[4]	0.833	0.0	0.000	0.14	S-Dec.2024	-0.3
Alcoholic beverages at home	0.448	-0.1	0.000	0.18	S-Nov.2024	-0.3
Beer, ale, and other malt beverages at home[4]	0.153	0.1	0.000	0.24	L-Feb.2025	0.6
Distilled spirits at home[4]	0.102	0.6	0.001	0.36	S-Feb.2025	-0.4
Whiskey at home[4, 6]		0.5		0.66	S-Feb.2025	-0.6
Distilled spirits, excluding whiskey, at home[4, 6]		0.7		0.50	S-Feb.2025	0.0
Wine at home	0.193	-0.8	-0.002	0.29	S-Feb.2021	-0.8
Alcoholic beverages away from home[4]	0.385	0.2	0.001	0.20	L-Feb.2025	0.5
Beer, ale, and other malt beverages away from home[4, 5, 6]		-0.1		0.21	S-Dec.2024	-1.2
Wine away from home[4, 5, 6]		0.6		0.20	L-Sep.2023	1.2
Distilled spirits away from home[4, 5, 6]		-0.2		0.25	S-Dec.2024	-0.7
Other goods[11]	1.291	0.3	0.004	0.24	–	–
Tobacco and smoking products[4]	0.483	0.3	0.001	0.22	S-Dec.2024	0.0
Cigarettes[4, 5]	0.363	0.6	0.002	0.25	–	–
Tobacco products other than cigarettes[4, 5]	0.115	-0.7	-0.001	0.70	S-Jul.2024	-1.0
Personal care products[4]	0.649	0.1	0.001	0.37	L-Feb.2025	0.9
Hair, dental, shaving, and miscellaneous personal care products[4, 5]	0.291	-0.3	-0.001	0.43	S-Dec.2024	-1.0
Cosmetics, perfume, bath, nail preparations and implements[4]	0.349	0.5	0.002	0.58	L-Jan.2025	0.6
Miscellaneous personal goods[5]	0.159	1.2	0.002	0.76	L-Feb.2025	1.4
Stationery, stationery supplies, gift wrap[6]		-0.8		0.74	S-Apr.2024	-1.1
Services less energy services	60.640	0.3	0.175	0.07	L-Feb.2025	0.3
Shelter	35.426	0.3	0.119	0.09	L-Feb.2025	0.3
Rent of shelter[16]	35.014	0.4	0.137	0.09	L-Jan.2025	0.4
Rent of primary residence	7.463	0.3	0.025	0.04	–	–

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Lodging away from home[5]	1.375	-0.1	-0.001	1.69	L-Feb.2025	0.2
Housing at school, excluding board[16]	0.241	0.3	0.001	0.07	–	–
Other lodging away from home including hotels and motels	1.134	-0.2	-0.002	2.00	L-Feb.2025	0.2
Owners' equivalent rent of residences[16]	26.176	0.4	0.093	0.05	–	–
Owners' equivalent rent of primary residence[16]	24.983	0.4	0.089	0.05	–	–
Tenants' and household insurance[4, 5]	0.411	0.3	0.001	0.23	L-Feb.2025	0.8
Water and sewer and trash collection services[5]	1.085	0.3	0.003	0.11	L-Feb.2025	1.0
Water and sewerage maintenance[4]	0.740	0.3	0.003	0.13	–	–
Garbage and trash collection[4, 13]	0.344	0.2	0.001	0.15	L-Feb.2025	1.9
Household operations[4, 5]						
Domestic services[4, 5]						
Gardening and lawncare services[4, 5]						
Moving, storage, freight expense[5]	0.124	-0.8	-0.001	0.61	S-Jan.2025	-0.9
Repair of household items[4, 5]						
Medical care services	6.736	0.5	0.034	0.17	–	–
Professional services	3.666	0.4	0.016	0.21	L-Nov.2024	0.4
Physicians' services[4]	1.814	0.3	0.006	0.36	–	–
Dental services	0.927	0.5	0.005	0.24	L-May 2024	0.7
Eyeglasses and eye care[4, 9]	0.333	-0.4	-0.001	0.28	S-Aug.2024	-0.5
Services by other medical professionals[4, 9]	0.592	0.6	0.003	0.21	L-Sep.2024	1.5
Hospital and related services[4]	2.276	0.5	0.012	0.25	S-Feb.2025	0.2
Hospital services[4, 17]	1.949	0.6	0.011	0.26	S-Feb.2025	0.1
Inpatient hospital services[4, 6, 17]		0.4		0.34	S-Feb.2025	0.2
Outpatient hospital services[4, 6, 9]		0.7		0.26	–	–
Nursing homes and adult day services[17]	0.166	0.3	0.000	0.19	S-Jan.2025	-0.8
Care of invalids and elderly at home[4, 8]						
Health insurance[4, 8]	0.793	0.4	0.003	0.19	–	–
Transportation services	6.270	0.1	0.009	0.21	L-Jan.2025	1.8
Leased cars and trucks[4, 14]	0.388		0.004	0.63	–	–
Car and truck rental[5]	0.127	4.3	0.006	1.18	L-Mar.2022	7.2
Motor vehicle maintenance and repair[4]	1.022	0.7	0.007	0.26	S-Feb.2025	0.3
Motor vehicle body work[4]						
Motor vehicle maintenance and servicing[4]	0.506	0.2	0.001	0.30	–	–
Motor vehicle repair[4, 5]	0.402	1.2	0.005	0.48	S-Feb.2025	0.7
Motor vehicle insurance	2.829	0.6	0.018	0.31	L-Jan.2025	2.0
Motor vehicle fees[4, 5]	0.499	0.1	0.000	0.24	L-Jan.2025	2.6
State motor vehicle registration and license fees[4, 5]	0.281	0.3	0.001	0.09	L-Feb.2025	0.3
Parking and other fees[4, 5]	0.204	-0.1	0.000	0.53	L-Jan.2025	6.4
Parking fees and tolls[5, 6]		1.5		0.34	L-Apr.2024	2.2
Public transportation	1.405	-1.8	-0.026	0.55	L-Jan.2025	0.7
Airline fares	0.872	-2.8	-0.025	0.77	L-Jan.2025	1.2
Other intercity transportation	0.209	0.2	0.000	1.03	S-Feb.2025	-3.0
Ship fare[4, 5, 6]		-0.8		1.04	S-Feb.2025	-1.2
Intracity transportation[4]	0.320	-0.2	-0.001	0.62	S-Feb.2025	-0.6
Intracity mass transit[4, 6, 11]		-0.1		0.09	S-Jan.2024	-0.4
Recreation services[11]	3.496	-0.3	-0.010	0.22	S-Sep.2024	-0.3
Video and audio services[11]	0.826	-0.6	-0.005	0.24	L-Feb.2025	1.0
Cable, satellite, and live streaming television service[13]	0.665	-0.4	-0.003	0.20	L-Feb.2025	0.7
Purchase, subscription, and rental of video[4, 5]	0.161	-1.5	-0.002	0.99	S-Nov.2024	-2.1
Video discs and other media[4, 5, 6]		-1.2		1.92	L-Feb.2025	1.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Subscription and rental of video and video games[4, 5, 6]		-0.7		0.47	S-Nov.2024	-1.8
Pet services including veterinary[5]	0.536	0.0	0.000	0.32	L-Feb.2025	1.1
Pet services[5, 6]		1.1		0.50	L-Nov.2024	1.4
Veterinarian services[4, 5, 6]		0.2		0.63	S-Sep.2024	0.1
Photographers and photo processing[4, 5]						
Other recreation services[5]	2.078	-0.2	-0.005	0.38	S-Sep.2024	-0.5
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[5]	0.818	0.1	0.001	0.17	S-Dec.2024	-0.6
Admissions[4]	0.760	-0.5	-0.003	0.71	S-Aug.2024	-0.8
Admission to movies, theaters, and concerts[4, 5, 6]		1.1		0.55	L-Nov.2023	1.5
Admission to sporting events[4, 5, 6]		-12.2		1.75	S-EVER	–
Fees for lessons or instructions[4, 9]	0.167	-1.2	-0.002	0.34	S-Feb.2024	-1.5
Education and communication services[11]	4.949	-0.2	-0.010	0.08	S-Nov.2024	-0.2
Tuition, other school fees, and childcare	2.517	0.1	0.004	0.06	S-Nov.2023	0.1
College tuition and fees	1.303	0.2	0.002	0.08	–	–
Elementary and high school tuition and fees	0.385	0.3	0.001	0.09	S-Dec.2024	0.3
Day care and preschool[4, 12]	0.724	0.0	0.000	0.14	S-Dec.2024	-0.1
Technical and business school tuition and fees[5]	0.039	-0.1	0.000	0.07	S-Oct.2024	-0.1
Postage and delivery services[5]	0.053	0.4	0.000	0.07	–	–
Postage	0.051	0.4	0.000	0.00	–	–
Delivery services[5]	0.002	0.8	0.000	0.33	L-Feb.2025	1.3
Telephone services[4, 5]	1.434	0.0	0.000	0.06	L-Feb.2025	0.1
Wireless telephone services[4, 5]	1.262	0.1	0.001	0.06	L-Sep.2024	0.1
Residential telephone services[4, 11]	0.172	-0.7	-0.001	0.30	S-Oct.2024	-2.2
Internet services and electronic information providers[4, 5]	0.937	-1.5	-0.014	0.23	S-Nov.2024	-1.6
Other personal services[4, 11]	1.648	0.2	0.004	0.16	S-Jan.2025	-0.5
Personal care services[4]	0.657	0.1	0.001	0.24	–	–
Haircuts and other personal care services[4, 5]	0.657	0.1	0.001	0.24	–	–
Miscellaneous personal services[4]	0.990	0.3	0.003	0.15	S-Jan.2025	-1.2
Legal services[4, 9]						
Funeral expenses[4, 9]	0.141	0.2	0.000	0.24	S-Jan.2025	0.2
Laundry and dry cleaning services[4, 5]	0.163	0.2	0.000	0.27	L-Feb.2025	0.5
Apparel services other than laundry and dry cleaning[4, 5]	0.027	-2.6	-0.001	0.68	S-May 2022	-2.6
Financial services[4, 9]	0.250	1.3	0.003	0.42	S-Jan.2025	-4.7
Checking account and other bank services[4, 5, 6]		0.0		0.00	–	–
Tax return preparation and other accounting fees[4, 5, 6]		1.9		0.96	S-Sep.2024	0.6
Special aggregate indexes						
All items less food	86.319	0.3	0.232	0.05	L-Jan.2025	0.5
All items less shelter	64.574	0.2	0.102	0.05	L-Feb.2025	0.2
All items less food and shelter	50.894	0.2	0.113	0.05	L-Feb.2025	0.2
All items less food, shelter, and energy	44.582	0.2	0.071	0.06	L-Feb.2025	0.2
All items less food, shelter, energy, and used cars and trucks	42.201	0.2	0.084	0.06	L-Jan.2025	0.4
All items less medical care	91.755	0.2	0.180	0.05	L-Feb.2025	0.2
All items less energy	93.688	0.2	0.179	0.05	L-Feb.2025	0.2
Commodities	36.199	0.0	-0.006	0.05	L-Feb.2025	0.1

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	One Month				
		Seasonally adjusted percent change Mar. 2025-Apr. 2025	Seasonally adjusted effect on All Items Mar. 2025-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Commodities less food, energy, and used cars and trucks	16.987	0.1	0.025	0.10	L-Feb.2025	0.1
Commodities less food	22.518	0.0	0.005	0.07	L-Feb.2025	0.1
Commodities less food and beverages	21.685	0.0	0.005	0.07	L-Feb.2025	0.0
Services	63.801	0.4	0.225	0.07	L-Jan.2025	0.5
Services less rent of shelter[16]	28.787	0.3	0.085	0.07	–	–
Services less medical care services	57.066	0.3	0.153	0.07	L-Feb.2025	0.3
Durables	10.891	0.2	0.018	0.09	L-Jan.2025	0.4
Nondurables	25.308	-0.1	-0.015	0.07	L-Feb.2025	0.0
Nondurables less food	11.627	-0.1	-0.017	0.11	L-Jan.2025	0.5
Nondurables less food and beverages	10.794	-0.1	-0.016	0.12	L-Jan.2025	0.5
Nondurables less food, beverages, and apparel	8.218	-0.1	-0.010	0.11	L-Jan.2025	1.0
Nondurables less food and apparel	9.050	-0.1	-0.012	0.10	L-Jan.2025	0.9
Housing	44.217	0.5	0.210	0.08	L-Jan.2024	0.6
Education and communication[5]	5.692	-0.1	-0.007	0.12	S-Nov.2024	-0.3
Education[5]	2.559	0.1	0.004	0.06	S-Nov.2023	0.1
Communication[5]	3.133	-0.4	-0.011	0.17	S-Nov.2024	-0.9
Information and information processing[5]	3.080	-0.4	-0.011	0.18	S-Nov.2024	-0.9
Information technology, hardware and services[18]	1.646	-0.7	-0.011	0.33	S-Nov.2024	-1.6
Recreation[5]	5.313	0.0	-0.003	0.19	L-Feb.2025	0.3
Video and audio[5]	1.073	-0.3	-0.003	0.21	L-Feb.2025	0.6
Pets, pet products and services[5]	1.160	0.2	0.002	0.25	L-Feb.2025	0.5
Photography[5]	0.075	0.5	0.000	0.53	L-Feb.2025	0.8
Food and beverages	14.513	-0.1	-0.011	0.07	S-Jul.2020	-0.4
Domestically produced farm food[4]	6.796	-0.5	-0.033	0.14	S-Nov.2023	-0.5
Other services	10.092	-0.2	-0.016	0.10	S-Jan.2021	-0.3
Apparel less footwear	1.993	-0.1	-0.002	0.41	S-Jan.2025	-1.6
Fuels and utilities	4.388	1.1	0.049	0.19	–	–
Household energy	3.303	1.4	0.046	0.25	–	–
Medical care	8.245	0.5	0.040	0.14	L-May 2024	0.5
Transportation	16.503	0.0	-0.007	0.10	L-Jan.2025	1.2
Private transportation	15.098	0.1	0.018	0.10	L-Jan.2025	1.2
New and used motor vehicles[5]	7.381	0.0	-0.003	0.06	L-Feb.2025	0.1
Utilities and public transportation	7.750	0.1	0.007	0.15	S-Feb.2025	0.1
Household furnishings and operations	4.403	1.0	0.042	0.17	L-Jan.2022	1.1
Other goods and services	2.939	0.1	0.004	0.15	S-Jan.2025	-0.3
Personal care	2.455	0.1	0.002	0.15	S-Jan.2025	-0.5

[1] The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

[2] A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

[3] If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

[4] Not seasonally adjusted.

[5] Indexes on a December 1997=100 base.

[6] Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

[7] Indexes on a December 2007=100 base.
[8] Indexes on a December 2005=100 base.
[9] Indexes on a December 1986=100 base.
[10] Indexes on a December 1993=100 base.
[11] Indexes on a December 2009=100 base.
[12] Indexes on a December 1990=100 base.
[13] Indexes on a December 1983=100 base.
[14] Indexes on a December 2001=100 base.
[15] Indexes on a December 2019=100 base.
[16] Indexes on a December 1982=100 base.
[17] Indexes on a December 1996=100 base.
[18] Indexes on a December 1988=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
All items	100.000	2.3		0.11	S-Feb.2021	1.7
Food	13.681	2.8	0.372	0.13	S-Feb.2025	2.6
Food at home	8.051	2.0	0.161	0.18	S-Feb.2025	1.9
Cereals and bakery products	1.101	0.0	0.000	0.43	S-Nov.2024	-0.5
Cereals and cereal products	0.336	-2.5	-0.009	0.77	S-Nov.2010	-2.6
Flour and prepared flour mixes	0.030	0.6	0.000	1.21	S-Dec.2024	0.4
Breakfast cereal	0.146	-2.6	-0.004	1.66	S-Feb.2018	-3.1
Rice, pasta, cornmeal	0.159	-2.6	-0.004	0.82	S-Aug.2024	-2.7
Rice[4, 5]		-2.7		1.28	S-Aug.2024	-3.1
Bakery products	0.765	1.2	0.009	0.48	–	–
Bread[4]	0.139	1.9	0.004	0.75	L-Jan.2024	3.2
White bread[5]		1.6		1.19	L-Feb.2024	1.7
Bread other than white[5]		1.9		1.00	L-May 2024	2.7
Fresh biscuits, rolls, muffins[4]	0.136	3.1	0.004	1.27	L-Feb.2025	3.4
Cakes, cupcakes, and cookies	0.212	1.5	0.003	0.86	L-Nov.2024	1.5
Cookies[5]		1.7		1.10	L-Jan.2025	3.1
Fresh cakes and cupcakes[5]		2.1		1.16	L-Dec.2023	3.8
Other bakery products	0.279	-0.6	-0.001	0.94	S-Nov.2024	-1.2
Fresh sweetrolls, coffeecakes, doughnuts[5]		4.2		1.74	S-Jan.2025	3.5
Crackers, bread, and cracker products[5]		-0.8		1.63	S-Feb.2025	-0.9
Frozen and refrigerated bakery products, pies, tarts, turnovers[5]		-3.2		1.11	S-EVER	–
Meats, poultry, fish, and eggs	1.669	7.0	0.115	0.38	S-Jan.2025	6.1
Meats, poultry, and fish	1.450	3.4	0.051	0.37	L-Feb.2023	3.8
Meats	0.926	4.4	0.043	0.47	S-Feb.2025	3.8
Beef and veal	0.456	8.5	0.037	0.69	S-Feb.2025	7.6
Uncooked ground beef	0.208	10.0	0.018	1.04	S-Feb.2025	7.8
Uncooked beef roasts[4]	0.057	8.8	0.006	1.53	S-Jan.2025	7.5
Uncooked beef steaks[4]	0.130	7.0	0.010	1.11	L-Mar.2024	7.2
Uncooked other beef and veal[4]	0.061	7.7	0.004	1.34	L-Feb.2025	9.5
Pork	0.288	1.3	0.004	0.95	S-Oct.2024	-0.6
Bacon, breakfast sausage, and related products[4]	0.103	1.5	0.002	1.41	S-Nov.2024	-0.4
Bacon and related products[5]		3.9		1.89	S-Feb.2025	2.7
Breakfast sausage and related products[4, 5]		-1.1		1.76	S-Mar.2024	-4.0
Ham	0.044	4.3	0.002	1.90	S-Feb.2025	0.4
Ham, excluding canned[5]		4.7		1.97	L-Jul.2023	6.1
Pork chops	0.049	0.6	0.000	2.08	S-Oct.2024	-0.9
Other pork including roasts, steaks, and ribs[4]	0.092	0.0	0.000	2.05	S-Feb.2024	-0.6
Other meats	0.181	0.4	0.001	0.88	L-Sep.2024	0.8
Frankfurters[5]		-4.3		2.78	S-Aug.2021	-6.4
Lunchmeats[4, 5]		-0.2		1.11	L-Dec.2024	-0.2
Poultry	0.286	2.4	0.007	0.80	L-Apr.2023	5.0
Chicken[4]	0.214	2.7	0.006	0.85	L-Apr.2023	3.4
Fresh whole chicken[5]		2.1		1.48	L-Feb.2025	2.1
Fresh and frozen chicken parts[5]		2.8		1.08	L-Apr.2023	2.8
Other uncooked poultry including turkey[4]	0.071	0.7	0.001	1.96	L-Apr.2024	1.7
Fish and seafood	0.238	0.7	0.002	0.81	L-Feb.2025	1.8
Fresh fish and seafood[4]	0.140	1.0	0.002	1.17	L-Feb.2025	1.1
Processed fish and seafood[4]	0.098	-0.1	0.000	1.10	L-Feb.2025	2.2
Shelf stable fish and seafood[5]		-1.7		1.78	L-Feb.2025	-0.3
Frozen fish and seafood[5]		3.1		1.93	L-Feb.2025	5.9
Eggs	0.219	49.3	0.063	1.83	S-Dec.2024	36.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Dairy and related products	0.734	1.6	0.012	0.45	S-Feb.2025	0.8
Milk[4]	0.197	3.9	0.007	0.70	L-Mar.2023	5.5
Fresh whole milk[5]		3.5		0.75	L-Mar.2023	4.3
Fresh milk other than whole[4, 5]		4.1		0.86	L-Mar.2023	6.5
Cheese and related products	0.254	2.1	0.005	0.86	S-Feb.2025	0.0
Ice cream and related products	0.129	-2.8	-0.003	1.19	S-Jun.2005	-2.9
Other dairy and related products[4]	0.154	1.6	0.003	0.80	S-Feb.2025	1.5
Fruits and vegetables	1.307	-0.9	-0.012	0.48	S-Mar.2020	-1.9
Fresh fruits and vegetables	1.084	-0.7	-0.008	0.60	L-Feb.2025	-0.3
Fresh fruits	0.556	1.5	0.008	0.84	L-Feb.2025	1.9
Apples	0.081	6.8	0.005	1.37	L-Aug.2023	8.5
Bananas	0.108	0.0	0.001	1.14	L-Jan.2025	0.2
Citrus fruits[4]	0.062	-0.7	0.000	1.56	S-Dec.2024	-1.5
Oranges, including tangerines[5]		-0.2		2.38	S-Dec.2024	-0.8
Other fresh fruits[4]	0.304	1.3	0.003	1.75	S-Dec.2024	0.7
Fresh vegetables	0.528	-2.9	-0.017	0.83	L-Feb.2025	-2.5
Potatoes	0.083	-0.5	0.000	1.54	L-Dec.2024	0.6
Lettuce	0.066	-6.4	-0.005	2.36	S-Jan.2024	-11.7
Tomatoes	0.086	-6.4	-0.006	1.81	L-Jan.2025	-4.4
Other fresh vegetables	0.294	-1.6	-0.006	1.17	S-Feb.2025	-1.9
Processed fruits and vegetables[4]	0.223	-0.6	-0.003	0.63	S-Jul.2018	-1.0
Canned fruits and vegetables[4]	0.090	0.2	-0.001	0.81	S-Dec.2024	-0.7
Canned fruits[4, 5]		1.2		1.45	S-Dec.2024	-0.1
Canned vegetables[4, 5]		-0.2		0.87	S-Dec.2024	-0.5
Frozen fruits and vegetables[4]	0.068	-2.1	-0.003	1.54	S-Jan.2025	-2.5
Frozen vegetables[5]		-3.7		1.67	S-Jun.2018	-4.5
Other processed fruits and vegetables including dried[4]	0.065	0.8	0.001	1.26	S-Feb.2024	0.4
Dried beans, peas, and lentils[4, 5]		5.6		2.29	L-Jan.2025	5.6
Nonalcoholic beverages and beverage materials	0.909	3.2	0.029	0.62	L-Jan.2024	3.4
Juices and nonalcoholic drinks[4]	0.641	1.8	0.011	0.83	L-Jan.2025	1.9
Carbonated drinks	0.353	0.7	0.003	1.28	S-Feb.2025	0.5
Frozen noncarbonated juices and drinks[4]	0.004	5.7	0.000	3.05	S-Oct.2022	5.1
Nonfrozen noncarbonated juices and drinks[4]	0.285	2.1	0.007	0.98	L-Jan.2025	2.1
Beverage materials including coffee and tea[4]	0.268	6.6	0.018	0.99	L-Apr.2023	7.2
Coffee	0.138	9.6	0.014	1.16	L-Mar.2023	10.3
Roasted coffee[5]		9.1		1.42	L-Mar.2023	10.4
Instant coffee[5]		13.5		1.82	L-Nov.2022	13.9
Other beverage materials including tea[4]	0.130	3.0	0.004	1.58	L-Jan.2025	3.7
Other food at home	2.331	0.7	0.018	0.34	S-Feb.2025	0.1
Sugar and sweets	0.333	3.6	0.011	0.77	–	–
Sugar and sugar substitutes	0.028	1.7	0.000	1.19	S-May 2021	1.7
Candy and chewing gum[4]	0.233	6.3	0.013	1.11	L-Sep.2023	7.5
Other sweets[4]	0.072	-2.8	-0.002	1.18	S-EVER	–
Fats and oils	0.249	-1.6	-0.004	0.86	S-Apr.2019	-2.0
Butter and margarine[4]	0.056	0.4	0.000	1.15	S-Jan.2025	0.3
Butter[5]		1.5		1.57	S-Mar.2024	-0.5
Margarine[5]		2.6		1.72	L-Aug.2023	3.9
Salad dressing[4]	0.065	-0.9	-0.001	1.73	S-Feb.2025	-1.8
Other fats and oils including peanut butter[4]	0.128	-2.7	-0.003	1.46	S-Apr.2019	-2.9
Peanut butter[4, 5]		-2.6		1.63	S-Feb.2025	-4.8
Other foods	1.750	0.5	0.010	0.40	S-Feb.2025	-0.3
Soups	0.106	1.3	0.002	1.56	L-Oct.2024	1.4
Frozen and freeze dried prepared foods	0.271	1.5	0.004	0.92	L-Sep.2023	2.9

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Snacks	0.369	-0.1	0.000	1.04	L-Jun.2024	0.7
Spices, seasonings, condiments, sauces	0.388	0.3	0.002	0.76	S-Aug.2021	0.0
Salt and other seasonings and spices[4, 5]		-4.9		1.23	S-EVER	–
Olives, pickles, relishes[4, 5]		3.0		1.79	L-Feb.2025	8.0
Sauces and gravies[4, 5]		1.5		1.26	S-Feb.2025	0.4
Other condiments[5]		10.3		2.48	L-Jan.2025	10.3
Baby food and formula[4]	0.060	1.2	0.001	1.47	L-Dec.2024	2.1
Other miscellaneous foods[4]	0.556	0.4	0.002	0.80	S-Feb.2025	-0.4
Prepared salads[5, 6]		4.6		1.20	L-Apr.2023	9.2
Food away from home	5.629	3.9	0.211	0.17	L-Sep.2024	3.9
Full service meals and snacks[4]	2.429	4.3	0.104	0.27	L-Jan.2024	4.3
Limited service meals and snacks[4]	2.832	3.4	0.088	0.24	–	–
Food at employee sites and schools[4]	0.071	3.7	0.003	1.01	S-Dec.2024	3.7
Food at elementary and secondary schools[5, 7]		3.3		0.76	–	–
Food from vending machines and mobile vendors[4]	0.056	6.5	0.003	1.42	S-Feb.2025	3.9
Other food away from home[4]	0.241	4.8	0.012	0.55	L-Feb.2025	5.1
Energy	6.312	-3.7	-0.273	0.46	S-Oct.2024	-4.9
Energy commodities	3.151	-11.5	-0.462	0.39	S-Oct.2024	-12.4
Fuel oil and other fuels	0.142	-7.2	-0.011	1.05	S-Nov.2024	-10.7
Fuel oil	0.077	-9.6	-0.008	1.00	S-Dec.2024	-13.1
Propane, kerosene, and firewood[8]	0.065	-5.6	-0.004	1.38	S-Oct.2023	-6.4
Motor fuel	3.009	-11.7	-0.451	0.40	S-Oct.2024	-12.5
Gasoline (all types)	2.927	-11.8	-0.440	0.41	S-Oct.2024	-12.2
Gasoline, unleaded regular[5]		-12.3		0.86	S-Oct.2024	-12.4
Gasoline, unleaded midgrade[5, 9]		-10.1		0.91	S-Oct.2024	-11.1
Gasoline, unleaded premium[5]		-9.1		0.97	S-Oct.2024	-11.1
Other motor fuels[4]	0.082	-10.2	-0.011	0.56	S-Dec.2024	-13.5
Energy services	3.161	6.2	0.189	0.88	L-Mar.2023	9.2
Electricity	2.390	3.6	0.085	1.10	L-Oct.2024	4.5
Utility (piped) gas service	0.771	15.7	0.104	0.75	L-Jan.2023	26.7
All items less food and energy	80.007	2.8	2.212	0.14	–	–
Commodities less food and energy commodities	19.367	0.1	0.040	0.18	L-Dec.2023	0.2
Household furnishings and supplies[10]	3.373	0.3	0.009	0.54	L-Oct.2023	0.7
Window and floor coverings and other linens[4]	0.242	-1.5	-0.005	1.92	S-Oct.2024	-3.0
Floor coverings[4]	0.058	-4.6	-0.003	3.63	S-Feb.2025	-5.6
Window coverings[4]	0.054	0.0	0.000	3.66	S-Jan.2024	-0.6
Other linens[4]	0.130	-0.8	-0.002	2.65	S-Jan.2025	-0.9
Furniture and bedding	0.783	0.2	-0.001	1.14	L-Mar.2023	2.1
Bedroom furniture	0.255	-1.2	-0.006	1.50	L-Jan.2024	-0.9
Living room, kitchen, and dining room furniture[4]	0.380	3.3	0.012	1.50	L-Mar.2023	3.3
Other furniture[4]	0.139	-5.8	-0.008	2.57	L-Sep.2024	-3.9
Appliances[4]	0.217	-1.2	-0.003	1.45	L-Nov.2024	-1.0
Major appliances[4]	0.069	-3.6	-0.002	1.76	L-Nov.2024	-0.2
Laundry equipment[5]		4.0		2.51	S-Jan.2025	1.1
Other appliances[4]	0.146	-0.1	0.000	1.95	L-Dec.2023	0.0
Other household equipment and furnishings[4]	0.501	0.6	0.003	1.14	S-Jan.2025	0.3
Clocks, lamps, and decorator items	0.297	2.3	0.007	1.73	S-Jan.2025	1.5
Indoor plants and flowers[11]	0.114	0.8	0.001	2.36	S-Jul.2023	-0.1
Dishes and flatware[4]	0.037	-8.7	-0.003	3.61	L-Nov.2024	-4.7
Nonelectric cookware and tableware[4]	0.053	-1.9	-0.001	2.83	L-Jan.2025	-1.9
Tools, hardware, outdoor equipment and supplies[4]	0.836	0.7	0.007	1.50	L-Dec.2023	0.9
Tools, hardware and supplies[4]	0.239	0.3	0.001	1.24	L-Dec.2023	1.0
Outdoor equipment and supplies[4]	0.363	1.0	0.003	2.29	L-Dec.2023	1.2

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Housekeeping supplies	0.793	1.0	0.008	0.58	S-Feb.2025	0.4
Household cleaning products[4]	0.293	2.4	0.007	0.97	L-Aug.2024	2.5
Household paper products[4]	0.175	0.0	0.000	0.92	S-Oct.2024	-0.1
Miscellaneous household products[4]	0.324	0.4	0.002	0.95	S-Feb.2025	-0.4
Apparel	2.577	-0.7	-0.018	0.72	S-Mar.2021	-2.5
Men's and boys' apparel	0.686	1.1	0.008	1.19	S-Oct.2024	0.0
Men's apparel	0.557	0.7	0.006	1.35	S-Feb.2025	0.3
Men's suits, sport coats, and outerwear	0.095	5.3	0.005	4.19	L-Jan.2023	7.4
Men's underwear, nightwear, swimwear, and accessories	0.147	1.8	0.002	1.47	S-Feb.2025	-0.3
Men's shirts and sweaters[4]	0.159	-4.1	-0.006	2.59	S-Mar.2021	-5.4
Men's pants and shorts	0.139	2.3	0.004	2.45	S-Feb.2025	2.1
Boys' apparel	0.130	1.7	0.002	2.44	S-Jul.2024	0.9
Women's and girls' apparel	1.016	-1.5	-0.017	1.27	S-Feb.2024	-1.5
Women's apparel	0.901	-1.1	-0.011	1.16	S-Mar.2021	-5.4
Women's outerwear	0.080	6.2	0.005	4.43	L-Sep.2023	7.4
Women's dresses	0.134	-5.1	-0.007	3.60	S-Mar.2021	-11.4
Women's suits and separates[4]	0.370	-1.9	-0.012	1.71	S-Jan.2025	-2.2
Women's underwear, nightwear, swimwear, and accessories[4]	0.305	0.9	0.003	1.78	S-Jan.2025	0.5
Girls' apparel	0.115	-3.8	-0.006	3.41	L-Feb.2025	4.6
Footwear	0.584	-1.3	-0.006	1.01	S-Jul.2023	-1.6
Men's footwear	0.201	-1.5	-0.003	1.51	S-Jun.2023	-1.6
Boys' and girls' footwear	0.111	-2.9	-0.003	2.10	S-Mar.2021	-4.7
Women's footwear	0.272	-0.6	0.000	1.58	S-Feb.2025	-0.6
Infants' and toddlers' apparel	0.103	-4.4	-0.004	2.49	S-Feb.2021	-6.8
Jewelry and watches[8]	0.188	1.2	0.002	3.57	S-Jan.2025	-1.3
Watches[8]	0.042	1.0	0.000	2.95	S-Aug.2024	0.1
Jewelry[8]	0.146	1.6	0.001	4.04	S-Jan.2025	-1.8
Transportation commodities less motor fuel[10]	7.224	0.8	0.059	0.13	L-Nov.2022	2.4
New vehicles	4.350	0.3	0.017	0.19	L-Feb.2024	0.4
New cars[5]		0.8		0.20	L-Nov.2023	1.0
New trucks[5, 12]		0.3		0.18	L-Feb.2024	0.5
Used cars and trucks	2.380	1.5	0.036	0.11	L-Oct.2022	2.0
Motor vehicle parts and equipment	0.358	1.2	0.006	0.73	–	–
Tires	0.295	1.5	0.005	0.86	S-Feb.2025	1.0
Vehicle accessories other than tires[4]	0.063	0.6	0.001	1.48	L-Feb.2025	1.7
Vehicle parts and equipment other than tires[5]		0.3		1.81	L-Feb.2025	0.4
Motor oil, coolant, and fluids[5]		-1.0		1.00	S-Jun.2024	-1.0
Medical care commodities	1.509	1.0	0.014	1.10	–	–
Medicinal drugs[10]	1.333	1.1	0.015	1.18	S-Dec.2024	0.6
Prescription drugs	0.917	2.3	0.021	1.56	L-Feb.2025	4.6
Nonprescription drugs[10]	0.416	-1.1	-0.005	1.54	S-Feb.2025	-1.1
Medical equipment and supplies[10]	0.176	-0.5	-0.001	1.09	L-Jan.2025	-0.3
Recreation commodities[10]	1.818	-1.8	-0.037	0.45	L-Dec.2024	-1.5
Video and audio products[10]	0.247	-1.6	-0.005	1.01	L-Dec.2024	0.0
Televisions	0.086	-9.9	-0.011	1.17	S-Dec.2023	-10.3
Other video equipment[4]	0.029	-3.9	-0.001	2.42	S-Feb.2025	-4.3
Audio equipment	0.053	6.0	0.003	2.33	L-EVER	–
Recorded music and music subscriptions[4]	0.075	5.2	0.004	2.30	L-Jan.2025	5.6
Pets and pet products	0.624	-0.2	-0.001	1.10	L-Nov.2024	0.0
Pet food and treats[4, 5]		-0.6		1.31	L-Feb.2025	0.4
Purchase of pets, pet supplies, accessories[4, 5]		1.9		1.90	L-Nov.2024	2.8
Sporting goods	0.462	-5.2	-0.031	1.02	S-Feb.2025	-5.3

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Sports vehicles including bicycles	0.225	-6.6	-0.022	1.55	L-Jan.2025	-4.4
Sports equipment	0.221	-3.7	-0.008	1.17	S-May 2020	-3.8
Photographic equipment and supplies	0.019	1.2	0.000	3.36	L-Jan.2025	1.8
Photographic equipment[4, 5]		0.8		4.99	L-Jan.2025	1.3
Recreational reading materials	0.101	2.0	0.002	2.37	S-Feb.2025	2.0
Newspapers and magazines[4]	0.056	2.9	0.002	2.97	S-Feb.2025	0.6
Recreational books[4]	0.045	1.0	0.000	2.63	L-Feb.2025	3.7
Other recreational goods[4]	0.365	-0.9	-0.003	1.02	L-Jun.2023	1.7
Toys	0.286	-1.4	-0.003	1.32	L-Jun.2023	1.1
Toys, games, hobbies and playground equipment[4, 5]		-1.3		1.90	S-Feb.2025	-1.9
Sewing machines, fabric and supplies[4]	0.022	-2.6	-0.001	3.34	S-Jan.2025	-3.0
Music instruments and accessories[4]	0.043	4.7	0.001	2.10	L-Oct.2023	7.2
Education and communication commodities[10]	0.743	-5.3	-0.045	1.43	L-Apr.2022	-4.0
Educational books and supplies	0.042	10.2	0.007	2.44	S-Feb.2025	9.4
College textbooks[5, 13]		10.4		3.00	S-Dec.2024	8.9
Information technology commodities[10]	0.701	-6.8	-0.052	1.58	L-Aug.2024	-6.5
Computers, peripherals, and smart home assistants[6]	0.264	-5.6	-0.018	1.68	S-Feb.2025	-6.0
Computer software and accessories[4]	0.028	2.6	0.001	3.81	L-Sep.2022	4.5
Telephone hardware, calculators, and other consumer information items[4]	0.409	-8.1	-0.035	2.32	L-Feb.2022	-7.7
Smartphones[5, 14]		-14.0		2.26	S-Dec.2023	-14.4
Alcoholic beverages	0.833	1.8	0.015	0.45	S-Feb.2025	1.7
Alcoholic beverages at home	0.448	0.8	0.004	0.50	S-Feb.2025	0.4
Beer, ale, and other malt beverages at home	0.153	1.4	0.002	0.61	S-Nov.2021	1.2
Distilled spirits at home	0.102	1.9	0.002	0.81	L-Oct.2023	2.1
Whiskey at home[5]		-0.9		1.40	L-Aug.2024	0.2
Distilled spirits, excluding whiskey, at home[5]		2.4		1.10	L-Mar.2023	2.5
Wine at home	0.193	-0.4	-0.001	0.81	S-Sep.2020	-0.5
Alcoholic beverages away from home	0.385	3.0	0.011	0.84	S-Jan.2025	2.1
Beer, ale, and other malt beverages away from home[4, 5]		2.6		1.12	S-Sep.2024	1.7
Wine away from home[4, 5]		2.2		0.62	L-Jun.2024	2.4
Distilled spirits away from home[4, 5]		4.0		1.37	S-Jan.2025	2.4
Other goods[10]	1.291	3.2	0.042	0.44	L-Aug.2024	3.2
Tobacco and smoking products	0.483	7.1	0.037	0.64	L-Sep.2024	8.2
Cigarettes[4]	0.363	8.5	0.035	0.64	L-Sep.2024	8.8
Tobacco products other than cigarettes[4]	0.115	1.5	0.001	1.69	S-Feb.2025	1.3
Personal care products	0.649	0.4	0.003	0.70	L-Jan.2025	0.4
Hair, dental, shaving, and miscellaneous personal care products[4]	0.291	0.6	0.001	0.94	S-Jan.2025	0.1
Cosmetics, perfume, bath, nail preparations and implements	0.349	0.2	0.001	1.19	L-Jan.2025	0.6
Miscellaneous personal goods[4]	0.159	1.9	0.003	1.47	L-Oct.2023	2.2
Stationery, stationery supplies, gift wrap[5]		3.9		1.65	L-Feb.2025	4.4
Services less energy services	60.640	3.6	2.173	0.17	S-Nov.2021	3.4
Shelter	35.426	4.0	1.421	0.19	–	–
Rent of shelter[15]	35.014	4.0	1.411	0.19	–	–
Rent of primary residence	7.463	4.0	0.300	0.19	–	–
Lodging away from home[4]	1.375	-1.4	-0.025	2.02	L-Feb.2025	2.0
Housing at school, excluding board[15]	0.241	3.8	0.009	0.32	S-Feb.2025	3.8
Other lodging away from home including hotels and motels	1.134	-2.3	-0.034	2.40	L-Feb.2025	1.7
Owners' equivalent rent of residences[15]	26.176	4.3	1.136	0.18	S-Feb.2022	4.3

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Owners' equivalent rent of primary residence[15]	24.983	4.3	1.078	0.18	S-Feb.2022	4.3
Tenants' and household insurance[4]	0.411	2.6	0.011	0.78	L-Feb.2025	3.0
Water and sewer and trash collection services[4]	1.085	4.9	0.052	0.35	–	–
Water and sewerage maintenance	0.740	4.7	0.035	0.37	S-Jan.2025	4.7
Garbage and trash collection[12]	0.344	5.2	0.017	0.69	S-Feb.2025	5.1
Household operations[4]						
Domestic services[4]						
Gardening and lawncare services[4]						
Moving, storage, freight expense[4]	0.124	1.0	0.002	4.88	S-Sep.2024	0.0
Repair of household items[4]						
Medical care services	6.736	3.1	0.207	0.63	L-Dec.2024	3.4
Professional services	3.666	2.7	0.098	0.85	L-Dec.2024	2.8
Physicians' services	1.814	3.1	0.056	1.42	L-Oct.2024	3.1
Dental services	0.927	2.2	0.019	1.58	L-Dec.2024	3.0
Eyeglasses and eye care[8]	0.333	2.9	0.009	0.96	S-Sep.2024	2.2
Services by other medical professionals[8]	0.592	2.3	0.013	0.73	L-Nov.2022	3.7
Hospital and related services	2.276	3.8	0.086	0.73	S-Feb.2025	3.8
Hospital services[16]	1.949	3.6	0.071	0.85	S-Feb.2025	3.6
Inpatient hospital services[5, 16]		4.3		1.19	S-Feb.2025	3.3
Outpatient hospital services[5, 8]		2.9		1.87	L-Feb.2025	3.2
Nursing homes and adult day services[16]	0.166	4.6	0.008	0.75	S-Feb.2025	4.1
Care of invalids and elderly at home[7]						
Health insurance[7]	0.793	3.3	0.023	0.62	L-Feb.2025	3.9
Transportation services	6.270	2.5	0.161	0.67	S-Mar.2021	-1.6
Leased cars and trucks[13]	0.388		-0.014	1.84	–	–
Car and truck rental[4]	0.127	-2.1	-0.003	1.58	L-Feb.2023	-0.8
Motor vehicle maintenance and repair	1.022	5.6	0.063	1.82	L-Feb.2025	5.8
Motor vehicle body work						
Motor vehicle maintenance and servicing	0.506	4.5	0.025	0.76	L-Feb.2025	4.7
Motor vehicle repair[4]	0.402	7.6	0.034	3.85	L-Feb.2025	7.9
Motor vehicle insurance	2.829	6.4	0.181	1.06	S-Jun.2022	6.0
Motor vehicle fees[4]	0.499	1.2	0.006	0.55	S-May 2022	1.0
State motor vehicle registration and license fees[4]	0.281	2.0	0.006	0.28	–	–
Parking and other fees[4]	0.204	0.4	0.000	1.22	S-Dec.2024	0.3
Parking fees and tolls[4, 5]		2.8		1.12	S-Jul.2023	2.8
Public transportation	1.405	-5.6	-0.073	0.92	S-Mar.2024	-5.6
Airline fares	0.872	-7.9	-0.070	1.21	S-Dec.2023	-9.4
Other intercity transportation	0.209	-1.4	-0.006	2.10	S-Nov.2024	-3.5
Ship fare[4, 5]		-3.7		2.52	S-Sep.2022	-3.7
Intracity transportation	0.320	1.4	0.004	1.02	S-Dec.2024	-0.4
Intracity mass transit[5, 10]		2.2		2.29	–	–
Recreation services[10]	3.496	3.6	0.122	0.52	S-Dec.2024	2.7
Video and audio services[10]	0.826	0.6	0.003	0.72	S-Jan.2011	-0.2
Cable, satellite, and live streaming television service[12]	0.665	0.3	-0.001	0.50	S-Jan.2011	0.0
Purchase, subscription, and rental of video[4]	0.161	2.4	0.004	3.19	S-Apr.2022	1.3
Video discs and other media[4, 5]		1.0		3.73	S-Apr.2022	-0.5
Subscription and rental of video and video games[4, 5]		9.0		2.16	S-Feb.2025	7.6
Pet services including veterinary[4]	0.536	4.6	0.023	1.07	S-Nov.2021	4.2
Pet services[4, 5]		5.4		2.58	L-Jan.2025	5.5
Veterinarian services[4, 5]		5.3		1.88	S-Feb.2022	5.2
Photographers and photo processing[4]						

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Other recreation services[4]	2.078	5.1	0.098	0.62	S-Feb.2025	4.3
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[4]	0.818	4.9	0.036	0.50	–	–
Admissions	0.760	5.9	0.041	1.52	S-Feb.2025	3.4
Admission to movies, theaters, and concerts[4, 5]		3.4		1.66	L-Oct.2024	3.4
Admission to sporting events[4, 5]		9.3		6.37	S-Jan.2025	6.5
Fees for lessons or instructions[8]	0.167	2.5	0.006	1.18	S-Dec.2024	2.5
Education and communication services[10]	4.949	1.2	0.057	0.24	S-Jul.2021	1.2
Tuition, other school fees, and childcare	2.517	3.6	0.085	0.43	S-Feb.2025	3.5
College tuition and fees	1.303	2.3	0.029	0.68	–	–
Elementary and high school tuition and fees	0.385	5.2	0.015	0.37	S-Feb.2025	4.7
Day care and preschool[11]	0.724	5.4	0.038	0.51	S-Feb.2025	5.4
Technical and business school tuition and fees[4]	0.039	1.0	0.000	0.92	S-Feb.2025	1.0
Postage and delivery services[4]	0.053	2.9	0.002	0.47	–	–
Postage	0.051	3.2	0.002	0.54	–	–
Delivery services[4]	0.002	6.2	0.000	0.88	–	–
Telephone services[4]	1.434	0.0	0.000	0.16	S-Jan.2025	0.0
Wireless telephone services[4]	1.262	-0.3	-0.004	0.20	–	–
Residential telephone services[10]	0.172	2.2	0.004	0.63	S-Dec.2024	2.1
Internet services and electronic information providers[4]	0.937	-2.9	-0.029	0.54	S-Apr.2018	-3.9
Other personal services[10]	1.648	3.9	0.061	0.51	S-Feb.2025	3.8
Personal care services	0.657	3.6	0.023	0.73	S-May 2020	3.5
Haircuts and other personal care services[4]	0.657	3.6	0.023	0.73	S-May 2020	3.5
Miscellaneous personal services	0.990	4.0	0.038	0.57	S-Feb.2025	3.2
Legal services[8]						
Funeral expenses[8]	0.141	2.1	0.003	0.81	S-Feb.2022	2.0
Laundry and dry cleaning services[4]	0.163	3.3	0.005	0.82	S-May 2021	2.7
Apparel services other than laundry and dry cleaning[4]	0.027	1.0	0.000	2.34	S-Sep.2021	0.8
Financial services[8]	0.250	2.4	0.007	1.41	S-Feb.2025	-2.6
Checking account and other bank services[4, 5]		2.9		3.33	–	–
Tax return preparation and other accounting fees[4, 5]		3.4		2.69	S-Feb.2025	-4.4
Special aggregate indexes						
All items less food	86.319	2.2	1.939	0.13	S-Feb.2021	1.4
All items less shelter	64.574	1.4	0.890	0.14	S-Oct.2024	1.3
All items less food and shelter	50.894	1.0	0.518	0.17	S-Sep.2024	0.8
All items less food, shelter, and energy	44.582	1.8	0.791	0.19	–	–
All items less food, shelter, energy, and used cars and trucks	42.201	1.8	0.755	0.19	–	–
All items less medical care	91.755	2.3	2.090	0.10	S-Feb.2021	1.6
All items less energy	93.688	2.8	2.584	0.12	–	–
Commodities	36.199	-0.2	-0.051	0.12	S-Nov.2024	-0.2
Commodities less food, energy, and used cars and trucks	16.987	0.0	0.004	0.20	L-Jan.2024	0.1
Commodities less food	22.518	-2.0	-0.423	0.16	S-Oct.2024	-2.7
Commodities less food and beverages	21.685	-2.1	-0.438	0.16	S-Oct.2024	-2.9
Services	63.801	3.7	2.362	0.17	–	–
Services less rent of shelter[15]	28.787	3.3	0.951	0.26	–	–
Services less medical care services	57.066	3.8	2.155	0.16	–	–
Durables	10.891	-0.4	-0.026	0.21	L-May 2023	0.0

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, April 2025, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Mar. 2025	Twelve Month				
		Unadjusted percent change Apr. 2024-Apr. 2025	Unadjusted effect on All Items Apr. 2024-Apr. 2025[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Nondurables	25.308	-0.1	-0.025	0.14	S-Oct.2024	-0.5
Nondurables less food	11.627	-3.1	-0.397	0.24	S-Oct.2024	-3.3
Nondurables less food and beverages	10.794	-3.5	-0.412	0.25	S-Oct.2024	-3.6
Nondurables less food, beverages, and apparel	8.218	-4.3	-0.393	0.26	S-Oct.2024	-4.8
Nondurables less food and apparel	9.050	-3.8	-0.379	0.25	S-Oct.2024	-4.2
Housing	44.217	4.0	1.751	0.18	L-Dec.2024	4.1
Education and communication[4]	5.692	0.2	0.012	0.26	S-Mar.2024	0.2
Education[4]	2.559	3.8	0.092	0.41	S-Feb.2025	3.7
Communication[4]	3.133	-2.3	-0.080	0.43	S-Feb.2018	-5.0
Information and information processing[4]	3.080	-2.5	-0.082	0.44	S-Feb.2018	-5.2
Information technology, hardware and services[17]	1.646	-4.6	-0.082	0.81	S-Dec.2022	-4.6
Recreation[4]	5.313	1.6	0.085	0.36	S-Jan.2025	1.6
Video and audio[4]	1.073	0.1	-0.001	0.64	S-Jul.2019	0.0
Pets, pet products and services[4]	1.160	1.9	0.022	0.90	L-Feb.2025	2.4
Photography[4]	0.075	-1.6	-0.001	1.86	L-Feb.2025	-0.9
Food and beverages	14.513	2.7	0.387	0.13	S-Feb.2025	2.6
Domestically produced farm food	6.796	1.9	0.130	0.19	S-Dec.2024	1.8
Other services	10.092	2.4	0.241	0.24	S-Dec.2024	2.4
Apparel less footwear	1.993	-0.5	-0.012	0.85	S-Mar.2021	-3.2
Fuels and utilities	4.388	5.4	0.230	0.66	L-Mar.2023	7.3
Household energy	3.303	5.5	0.178	0.84	L-Mar.2023	7.8
Medical care	8.245	2.7	0.221	0.60	L-Feb.2025	2.9
Transportation	16.503	-1.5	-0.231	0.31	S-Jul.2023	-3.0
Private transportation	15.098	-1.1	-0.158	0.32	S-Sep.2024	-1.1
New and used motor vehicles[4]	7.381	0.4	0.037	0.19	L-Jan.2025	0.7
Utilities and public transportation	7.750	2.2	0.168	0.42	L-Jan.2025	2.5
Household furnishings and operations	4.403	2.3	0.100	0.50	L-Jul.2023	2.9
Other goods and services	2.939	3.6	0.104	0.39	S-Feb.2025	3.3
Personal care	2.455	2.8	0.067	0.44	S-Feb.2025	2.5

[1] The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

[2] A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

[3] If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

[4] Indexes on a December 1997=100 base.

[5] Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

[6] Indexes on a December 2007=100 base.

[7] Indexes on a December 2005=100 base.

[8] Indexes on a December 1986=100 base.

[9] Indexes on a December 1993=100 base.

[10] Indexes on a December 2009=100 base.

[11] Indexes on a December 1990=100 base.

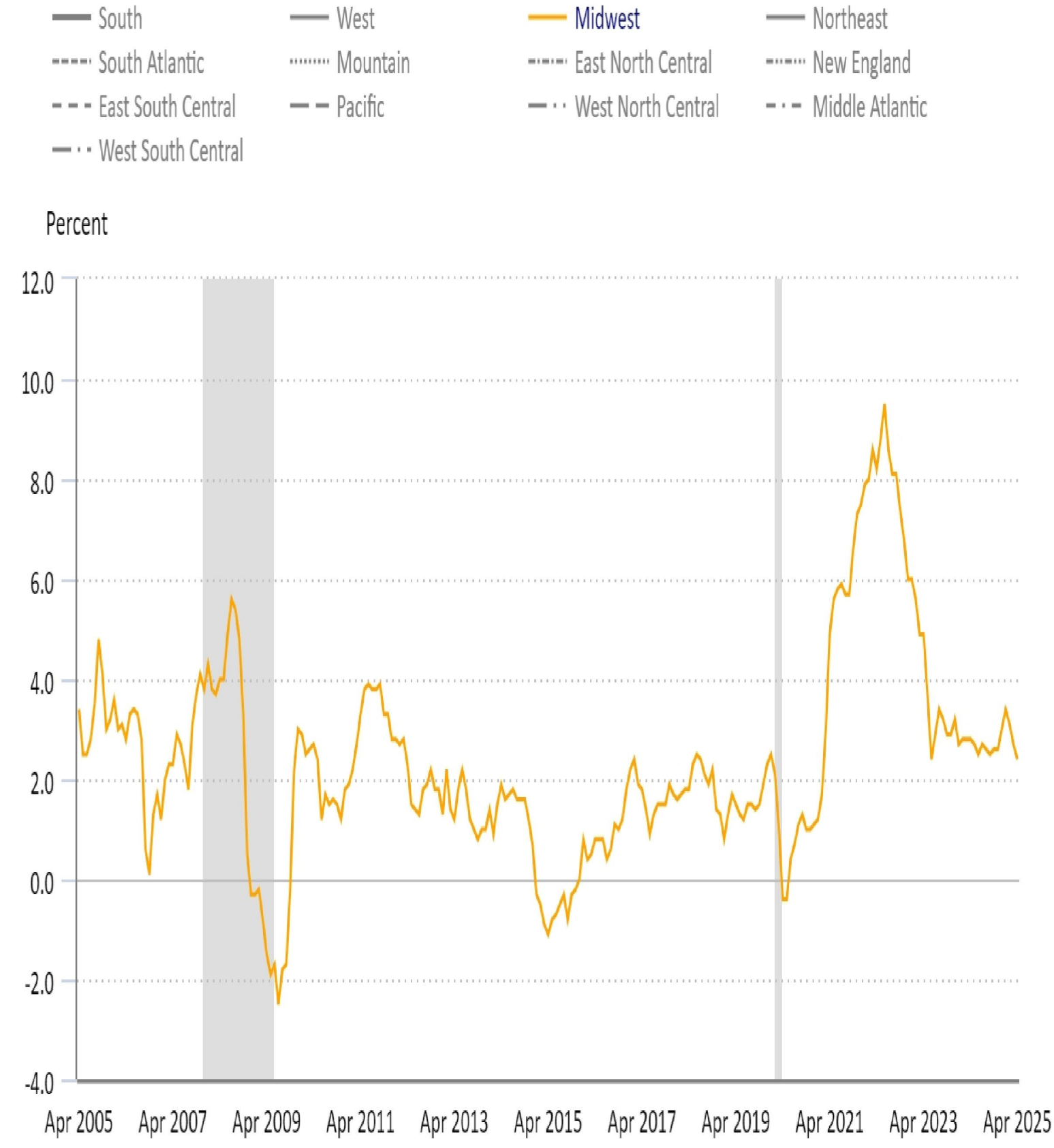
[12] Indexes on a December 1983=100 base.

[13] Indexes on a December 2001=100 base.

[14] Indexes on a December 2019=100 base.

[15] Indexes on a December 1982=100 base.
[16] Indexes on a December 1996=100 base.
[17] Indexes on a December 1988=100 base.

12-month percentage change, Consumer Price Index, by region and division, all items, not seasonally adjusted



Source: U.S. Bureau of Labor Statistics.

MINUTES FOR MAYOR AND CITY COUNCIL COMPENSATION TASK FORCE

DATE: May 21, 2025
TIME: 4:00 P.M.
PLACE: City Hall, 50 W. 13 St., Conference Room A

City Clerk Breitfelder called the meeting to order at 4:00 p.m.

Present: Roy Buol (representing Ric Jones), Kristin Dietzel (representing Brad Cavanagh), Kevin Firnstahl (representing Laura Roussell), Joe Gonzalez (representing David Resnick), Katherine Sorenson (representing Danny Sprank), Malissa Sprenger (representing Katy Wethal), Carrie Tedore (representing Susan Farber), and members of the media from the Telegraph Herald and KCRG.

Breitfelder provided a high-level summary of documents provided to the Task Force, including Iowa Code requirements for adjusting Mayor and City Council compensation, overview of Mayor and City Council responsibilities and compensation, and Consumer Price Index (CPI) data.

The Task Force discussed several factors, including the roles and responsibilities of the Mayor and Council Members, the time elapsed since the last compensation adjustment, salary comparisons with peer communities in Iowa, and the CPI. The Task Force also considered whether the Mayor's salary should be equal to that of City Council Members. After reviewing the differences in responsibilities between the two roles, a majority of Task Force members concluded that the Mayor's compensation should remain higher. The group reviewed the CPI over the past four years, which totaled 19.8%, but ultimately chose to base their recommendation on the two most recent CPI figures, totaling 6.3%.

By a vote of 7 to 0, the Task Force recommended a 6.3% increase in compensation, which would set the annual salary at $15,732 for the Mayor and $11,799 for City Council members, effective January 1, 2026.

Breitfelder outlined the next steps, noting that the recommendation will be compiled into a memo for the Task Force to review and sign. The recommendation will then be scheduled for inclusion on either the June 2 or June 16, 2025, City Council meeting agenda.

ADJOURNMENT

Motion by Firnstahl to adjourn at 5:27 p.m. Seconded by Tedore. Motion carried 7 to 0.

/s/Adrienne N. Breitfelder, CMC
City Clerk

Copyrighted
June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 10.

ITEM TITLE:	July/August 2025 City News Newsletter
SUMMARY:	City Manager providing a copy of the July/August 2025 issue of the City News newsletter, which will be mailed with utility bills from June 12 - July 2. It is also available online at www.cityofdubuque.org/citynews
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. July - August 2025 City News

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque

CITY NEWS

July/August 2025

Inside This Issue

2 | Art on the River Opening Reception on Aug. 1

Funding Available for Healthy Homes Program

Door-to-Door Sales in Dubuque

3 | A Message from the City Manager: Dubuque County Population Nearing 100,000

City Election Information

Take Charge: Watt To Do With Batteries

4 | New Faces & Retirements

Events Calendar

Building Bridges to Elevate Employment (B2E2) Project

Age in Place Grant Program

Let's Be Social!

www.cityofdubuque.org

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

City News is produced by the City of Dubuque Public Information Office. Comments are welcome at publicinfo@cityofdubuque.org or 563-589-4151.

The Time Is Right For You To Fly DBQ

Daily Early Morning Departure & Early Evening Return Flight

There's never been a better time to fly Dubuque! The Dubuque Regional Airport and Denver Air Connection now offer a daily early morning departure and daily early evening return between Dubuque and O'Hare International Airport in Chicago.

- The outbound Denver Air flight departs from Dubuque at 7:50 a.m., arriving at O'Hare at 8:45 a.m.
- The return flight departs O'Hare at 5 p.m., arriving back in Dubuque at 5:55 p.m. Flight times are subject to adjustments.

This schedule offers hundreds of connections both outbound and inbound with the United Airlines and American Airlines networks, as well as a full day to do business in the Chicago area.

Passengers flying from Dubuque can book directly through Denver Air Connection, American, United, or their preferred online travel retailer, and connect to American and United's worldwide network of destinations without an additional ticket or security check at O'Hare.

Comfortable Flying Experience

Flights between DBQ and ORD are on one of DAC's 50-passenger jets with spacious leather seats for the feel of a "private jet" flying experience.

Reliable Flights

Since starting this service in November 2024, the Denver Air Connection flight between DBQ and ORD has a 97.4% flight completion rate.

Future Expansion of Air Service

High utilization of the connection to O'Hare will send a signal to other airlines and carriers that Dubuque is a market where additional air service is necessary and will be successful. DBQ Air, the non-profit organization formed to bolster air service in Dubuque, continues to meet weekly to pursue additional air service options.

Book your flight today!
FlyDBQ.com

Art on the River

Flow of Wellness

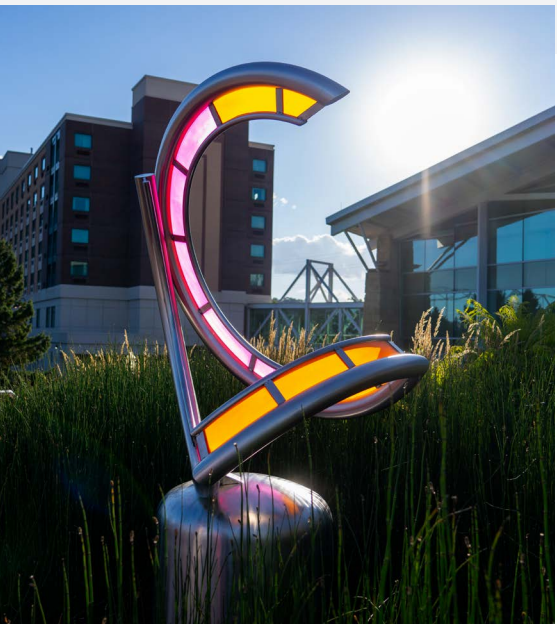
OPENING RECEPTION

Eleven new sculptures have been selected for the City's 19th annual temporary public art exhibit, Art on the River. The 2025–2026 theme, "Flow of Wellness," invites visitors to explore how art can transform personal and community well-being, with a focus on health, healing, and wellness.

Featured works will reflect how art nurtures the body, mind, and spirit; celebrates nature's restorative forces; the healing power of movement; and the soothing effects of light, sound, and color.

A call for artists to submit pieces that speak to the theme was answered with 61 applications from 40 artists in 11 states, Germany, and India.

An opening reception will be held on Friday, Aug. 1, from 5 - 7 p.m. at the Grand River Center, 500 Bell St. The evening will commence with live music, light hors d'oeuvres, and a cash bar on the patio of the Grand River Center. The reception is free to attend, family-friendly, and open to the public.



Funding Available!

Healthy Homes Program

The Healthy Homes Program takes a comprehensive approach by focusing on housing-related hazards in a coordinated fashion, rather than addressing a single hazard at a time. Hazards addressed include mold, water intrusion, lead paint, allergens, asthma, carbon monoxide, home safety, pesticides, and radon (a dangerous gas found mainly in basements).

Program participants may qualify for up to $15,000 to create a healthier home OR up to $30,000 for lead remediation plus an additional $10,000 for other household hazards.

The program is available to low- to moderate-income residents, both renters and homeowners.

To qualify for up to $15,000 for home repairs, the household must:

- be located within the Dubuque city limits **AND**
- meet income guidelines established by HUD.

To qualify for up to 40,000 for lead remediation and other household hazards, the property also must:

- have been built before 1978 **AND**
- have children under the age of 6 reside at or visit the home.

Interested residents are invited to submit an interest form at **cityofdubuque.org/healthyhomes** or call 563-589-1724.

DOOR-TO-DOOR

SALES IN DUBUQUE

The City of Dubuque is reminding all residents that individuals or companies wishing to conduct door-to-door sales within city limits are required to obtain a solicitor's license from the City Clerk's Office. Non-profit organizations, churches, schools, and individuals selling their own artwork or handicrafts are exempt from this requirement.

Solicitors must always carry a copy of their license while engaging in door-to-door activities. Residents have the right to view a solicitor's license before engaging with solicitors. Additionally, residents can view a list of currently approved solicitors on the Business Licenses page on the City's website.

Please report any encounters of solicitors without a license to the City Clerk's Office and report any suspicious or criminal activity from solicitors to the Police Department. When reporting, please provide the solicitor's name, the company they represent, their contact information, and any other relevant details.

For questions, contact the City Clerk's Office at 563-589-4100.

A Message from the

CITY MANAGER

Michael C. Van Milligen

Dubuque County Population Approaching 100,000

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone.

According to the US Census Bureau, only 30 of the 99 counties in the state of Iowa grew in population from 2010-2020, and only eight of those grew by more than 5,000 people. Of those eight counties that grew by more than 5,000 people, only Dubuque County (city of Dubuque) and Scott County (city of Davenport) were outside the Polk County (city of Des Moines)/Story County (city of Ames) and Johnson County (city of Iowa City)/ Linn County (city of Cedar Rapids) corridors.

According to the US Census Bureau's Vintage 2024 population estimates, only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors.

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over $805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs.

I am sure that the fact that the state of Iowa is one of the safest places in the country and Dubuque is one of the safest places in the state of Iowa contributes to population growth in Dubuque County. Other differentiating qualities include the Mississippi River, the community's historic character, natural beauty bestowed by Mother Nature, access to recreation opportunities, high quality health care, quality K-12 education, and multiple institutions of higher learning. And, of course, the hard-working, caring, and welcoming residents that live here today make this a natural place to want to call home.

Dubuque County's continued economic and population growth is a welcome contrast to most of the rest of the State of Iowa and to the 1980s when the Dubuque County lost nearly 10% of its population and unemployment soared, hitting 23% in 1983. In fact, Dubuque County's population declined from 1976 to 1990 before it began steadily increasing and finally recovered to its 1976 level in 2013.

With more major projects in the works like the over $100 million Chaplain Schmitt Island Development Plan; the downtown location of the University of Dubuque's new John and Alice Butler College of Osteopathic Medicine and expansion of the University of Dubuque Airline Pilot program; the over $80 million Field of Dreams project; a new Dubuque Museum of Art; development of Wanderwood Childrens Gardens; a planned new Dubuque Community Y; numerous commercial, hotel, and housing projects under construction; investments in city infrastructure and streets; enhanced air service; and the upcoming results of the Envision 2030 process identifying 10 big things to be accomplished by 2030, I cannot wait for the 2030 Census results.

CITY ELECTION INFORMATION

This year's City of Dubuque election will take place on Nov. 4, 2025. The following positions will be on the ballot: Mayor, At-Large Council Member, Council Member for Ward One, and Council Member for Ward Three. For ward map information, visit **cityofdubuque.org/councilinfo**.

Candidate filing occurs from Aug. 11 through Aug. 28 at the City Clerk's Office. If more than two candidates file for any position, then a primary election will occur for that position on Oct. 7, 2025.

You can visit the Dubuque County Election's office at 880 Central Ave. or go online to find your polling location and learn more about candidate filing at **elections.dubuquecountyiowa.gov**

TAKE CHARGE

WATT TO DO WITH BATTERIES

BATTERY RECYCLING

Batteries, tablets, phones, and cords can by dropped off for recycling at the following locations:

- City of Dubuque Municipal Services Center, 925 Kerper Ct.
- Carnegie-Stout Public Library, 360 West 11th St.
- Dubuque County Library – Asbury Branch, 5290 Grand Meadow Dr.

In addition, the Regional Collection Center located at the landfill accepts batteries and battery containing devices.

New Faces & Retirements

New City Employees

Nancy McCaul	Finance
Cody Kramer	Parking
Maddox Bries	Airport
Teri Douglas	Transit
Alex Riniker	Police
Reagan Bandy	Airport
Paige Portincaso	Airport
Shannon Soppe	Finance
Christopher Bousson	Public Works
Lillian Fifer	Airport
Carter Balentine	Fire
Alexander Potter	Fire
Dakota Scott	Fire
Luke Bradley	Fire
Alec Lynch	Fire
Logan Salow	Fire
Jennifer Hart	Library

Recent Retirees

Greg Harris	Fire
Sharon Goedken	Transit
Calvin Motsche	Fire
Jon Dienst	Engineering
Chris Kohlmann	Information Technology

New Board/Commission Members

Keith Ahlvin	Zoning Board of Adjustment

to Elevate Employment

The City is continuing the planning and design of the Building Bridges to Elevate Employment (B2E2) project, which is anticipated for construction beginning in 2027. The project team will be hosting a series of "pop-up" events in June within the Washington Neighborhood and is seeking public input on the design development.

For more information, visit the project website at **cityofdubuque.org/B2E2**.

Calendar

July

3	Airshow and Fireworks, A.Y. McDonald Park, 5:30 p.m. *(Fireworks at dusk)*
4	City offices closed for Independence Day *(Trash and recycling collection on Saturday, July 5)*
7	City Council Meeting, 6:30 p.m.
21	City Council Meeting, 6:30 p.m.

August

1	Art on the River Exhibit Opening, Grand River Center Patio, 5 - 7 p.m. Free and open to the public.
4	City Council Meeting, 6:30 p.m.
5	National Night Out, Comiskey Park, 6-8 p.m.
18	City Council Meeting, 6:30 p.m.

Unless otherwise noted, all meetings are held at City Council Chambers, Historic Federal Building, 350 W. 6th St.

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

Age in Place
GRANT PROGRAM

The City of Dubuque is offering grants for low-income Dubuque residents, age 62 and older, to modify their homes so they can age at home safely rather than move to a nursing home or another assisted care facility. Grants are available for owner-occupied and rental properties. Examples of home modifications include: installing grab bars and handrails, replacing doorknobs with lever style handles, repairing flooring to remove trip hazards, and more.

To find out if you, or an older adult in your life, is eligible for the Age in Place grant program, fill out an interest form at **cityofdubuque.org/ageinplace** or call 563-589-1724.

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City of Dubuque
City Council

ACTION ITEMS # 11.

ITEM TITLE:	Updated Handout - New Housing Creation
SUMMARY:	City Manager providing a copy of the updated handout on new housing units approved, under review, under construction, or recently completed in Dubuque.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Housing Incentives - New Units - May 28 2025

CREATING HOUSING OPPORTUNITIES

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

2,603 Total Lots/Units Proposed
as of May 28, 2025, including
392 Affordable Units

Residential Subdivision Lot Availability

Development	Location	Lots/Units Available	Use
North Grandview Estates	North Grandview/32nd Street	32 Lots/Units	Single-Family/Apartment
Rustic Point Estates #2	Derby Grange/Kennedy Roads	40 Units	Single-Family/Duplex
Sky Blue Estates*	Sky Blue Drive	4 Lots	Single-Family
Silver Oaks Subdivision	Elmwood/Silver Oaks Drive	127 Lots	Single-Family/Duplex
South Pointe Estates*	Rockdale Road/South Pointe Drive	37 Units	Single-Family/Duplex
Timber-Hyrst Estates	Creekwood Drive/Cherry Ridge	21 Lots	Single-Family/Duplex/Townhomes
The Farm/Switch Homes	End of Tiffany Court	18 Lots	Single-Family

*Subdivision has additional phases

TOTAL: 279

Residential Development - Under Review

Development	Location	# of Lots/Units	Use
Visitation/AHNI	**900 Alta Vista Street**	**25 Units**	**Affordable Apartments**
Carter Road Apartments	Carter Road	40 Units	Market-Rate Apartments
Farley & Loetscher, LLC	801 Jackson Street	126 Units	Market-Rate Apartments
1701 Central Ave. Apartments	1701 Central Avenue	4 Units	Market-Rate Apartments
35 Locust St. Apartments	35 Locust Street	81 Units	Market-Rate Apartments/Mixed Use
Iowa Street Lofts	1248 Iowa Street	17 Units	Market Rate Apartments
Millwork Flats	1065 Jackson Street	76 Units	Market-Rate Apartments
Plastic Center, Inc.	408 W. Fifth Street	9 Units	Market-Rate Apartments
Corridor DBQ	1527 Central Avenue	10 Units	Market-Rate Apartments
Wilson House Apartments	1243 Locust Street	5 Units	Market-Rate Apartments
1301 Central Ave. Apartments	1301 Central Avenue	30 Units	Market-Rate Apartments
Fifth & Main St. Apartments	200 W. Fifth Street	102 Units	Market-Rate Apartments/Mixed Use

TOTAL: 525

Residential Subdivision - Under Construction

Development	Location	# of Units	Use
The Farm/Switch Homes	End of Tiffany Court	84 Lots	Single-Family
South Pointe Phase 2	South Pointe Drive	21 Lots 22 Units	Single-Family Duplex
Callahan Apartments	380 Cedar Cross Road	180 Units	Market-Rate Apartments

TOTAL: 307

ADDITIONAL DETAILS ON BACK

CONTINUED FROM PAGE 1

Residential Development - Approved			
Development	**Location**	**# of Lots/Units**	**Use**
The Stacks	Ice Harbor Drive	187 Units	Market-Rate Apartments
Habitat for Humanity	**Wood Street**	**16 Units**	**Affordable Single-Family Homes**
Fox Hills Apartments	End of Plaza Drive	390 Units	Market-Rate Apartments

TOTAL: 593

Multi-Family Development - Under Construction			
Development	**Location**	**# of Units**	**Use**
Carich Property LLC Apartments	**1734-36 Central Avenue**	**8 Units**	**Affordable/Market-Rate Apartments**
Cedar Lake Apartments	Lake Ridge Drive	42 Units	Market-Rate Apartments
799 Main Street Apartments	799 Main Street	36 Units	Market-Rate Apartments
St. Anthony's School	2175 Rosedale Avenue	22 Units	Market-Rate Apartments
Century Square Apartments	1502 Bies Drive	28 Units	Market-Rate Apartments
South Point Rowhouse	Autumn Ridge	4 Units	Market-Rate Townhomes
1706 Central Apartments	1706 Central Avenue	11 Units	Market-Rate Apartments
Emri Apartments	**Radford Road**	**48 Units**	**Affordable Family Housing Apartments**
Union at the Marina	**1860 Hawthorne Street**	**201 Units**	**Affordable Family Housing**

TOTAL: 400

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

TOTAL: 35

Residential Development - Completed/Constructed			
Development	**Location**	**# of Units**	**Use**
Gardens of Dubuque	**1895 Radford Road**	**50 Units**	**Affordable Family Housing Apartment**
Kretschmer Lofts	895 Washington Street	48 Units	Market-Rate Apartments
Roosevelt West	**1865 Radford Road**	**44 Units**	**Affordable Senior Housing Apartment**
Miller 4-Plex	3545 East Gate Court	4 Units	Market-Rate Apartments
Mount Carmel - Sisters of Charity Phase 1	1100 Carmel Drive	60 Units 46 Units 22 Units	Skilled Nursing Assisted Living Memory Care
Mount Carmel - Sisters of Charity Phase 2	1100 Carmel Drive	116 Units	Independent Living
Chadwick Block Apartments	249 W. 1st Street	4 Units	Market-Rate Apartments
Old Prescott School	1199 Central Avenue	12 Units	Market-Rate Apartments
1047 Bluff Street Apartments	1047 Bluff Street	2 Units	Market-Rate Apartments
1398 White Street Apartments	1398 White Street	2 Units	Market-Rate Apartments
South Pointe Rowhouses	Rolling Creek Lane	6 Units	Market-Rate Townhomes
744 Main Street	744 Main Street	2 Units	Market-Rate Apartments
HG Apt LLC Apartments	2901 Central Avenue	18 Units	Market-Rate Apartments
Century Square Apartments	1504 Bies Drive	28 Units	Market-Rate Apartments

TOTAL: 464

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 12.

ITEM TITLE:	Work Session Request: Four Mounds Foundation
SUMMARY:	City Manager recommending City Council schedule a work session for the Four Mounds Foundation on July 7, 2025, at 6:00 p.m. to present an annual overview of their work.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. Staff Memo

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session Request for Four Mounds Foundation

DATE: June 10, 2025

Parks and Recreation Director Marie Ware is recommending City Council schedule a work session for the Four Mounds Foundation on July 7, 2025, at 6:00 p.m. to present an annual overview of their work. Four Mounds is owned by the City of Dubuque and the property is leased to the Four Mounds Foundation who partners with the City of Dubuque on many programs and projects, and annually the Mayor and City Council appoints a City Council Member to their Board of Directors.

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
Becky Bodish, Program Manager Four Mounds Foundation
Mary Bridget Corken Deutsch, Community Development Specialist
Dan Kroger, Recreation Division Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007·2012 2013·2017

TO: Michael C. Van Milligen, City Manager

FROM: Marie L. Ware, Parks and Recreation Director

SUBJECT: Work Session Request for Four Mounds Foundation

DATE: June 9, 2025

INTRODUCTION

The purpose of this memorandum is to request a City Council work session for the Four Mounds Foundation on July 7, 2025 at 6:00 p.m. to present an annual overview of their work.

BACKGROUND

The City has a long-standing partnership with Four Mounds. The City entered into a lease of Four Mounds Park to the Four Mounds Foundation in 1988. Over the years Four Mounds Foundation has improved the grounds of Four Mounds Park and the facilities located there. Four Mounds Foundation also works with the Housing and Community Development Department. Additionally, they have been providing a variety of programming to our community and have been a very active partner of the City.

DISCUSSION

This work session will allow Four Mounds Foundation to share information on their past, current, and future work and initiatives, many of which relate to the City Council's goals.

ACTION REQUESTED

I respectfully request a City Council work session for Four Mounds Foundation to be scheduled on July 7, 2025 at 6:00 p.m.

cc: Becky Bodish, Program Manager Four Mounds Foundation

Mary Bridget Corken Deutsch, Community Development Specialist
Dan Kroger, Recreation Division Manager

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City of Dubuque
City Council

ACTION ITEMS # 13.

ITEM TITLE:	Work Session Request: Dubuque Nature Everywhere
SUMMARY:	City Manager recommending City Council schedule a work session for Dubuque Nature Everywhere on July 21, 2025, at 5:30 p.m. to present an overview of their work.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Dubuque Nature Everywhere Overview

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session Request for Dubuque Nature Everywhere

DATE: June 10, 2025

Parks and Recreation Director Marie Ware is recommending City Council schedule a work session for Dubuque Nature Everywhere on July 21, 2025, at 5:30 p.m. to present an overview of their work. Dubuque in September of 2024 was chosen to become a Nature Everywhere Accelerator Community sponsored by the Children & Nature Network, National League of Cities, and KABOOM! Foundation after a competitive application process. Dubuque was the first city in Iowa to be chosen. The City of Dubuque is an active partner in this initiative.

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007·2012 2013·2017

TO: Michael C. Van Milligen, City Manager

FROM: Marie L. Ware, Parks and Recreation Director

SUBJECT: Work Session Request for Dubuque Nature Everywhere

DATE: June 9, 2025

INTRODUCTION

The purpose of this memorandum is to request a City Council work session for the Dubuque Nature Everywhere on July 21, 2025 at 5:30 p.m. to present an overview of their work.

BACKGROUND

Dubuque in September of 2024 was chosen to become a Nature Everywhere Accelerator Community sponsored by the Children & Nature Network, National League of Cities, and KABOOM! Foundation after a competitive application process. Dubuque was the first city in Iowa to be chosen. The City of Dubuque is an active partner in this initiative.

DISCUSSION

This work session will allow Dubuque Nature Everywhere to share their progress in setting the foundation for a community-wide Nature Everywhere vision and implementation plan that focuses on nature connection strategies for early childhood (0-6 years) nature connections. The Dubuque Nature Everywhere team is excited to share an update with the City Council.

ACTION REQUESTED

I respectfully request a City Council work session for Dubuque Nature Everywhere to be scheduled on July 21, 2025 at 5:30 p.m.

DUBUQUE NATURE EVERYWHERE

CONNECTING DUBUQUE'S YOUNGEST TO NATURE

The Children & Nature Network, National League of Cities, and Kaboom! selected the City of Dubuque, IA to join a national initiative called Nature Everywhere Communities, designed to increase equitable **access to nature** everywhere children **live, learn, and play.**

As a project team of Dubuque Forward, our overarching goal is to ensure every young child in Dubuque can grow up with meaningful, everyday experiences in nature. We aim to **spark a community movement** that supports families, caregivers, and educators in making nature a vibrant and accessible part of everyday life.

We envision a joyful, **nature-rich childhood** for every young child—where wonder grows wild, curiosity takes root, and hope blossoms. We will do this by equipping families, educators, and local leaders with the inspiration, spaces, and support to weave nature into everyday life and shared values.

JOIN THE MOVEMENT!

Sign up now to get involved or receive email updates.

SCAN ME

OUR VISION:

To inspire meaningful nature connections for all young children to be happy, healthy, and hopeful.

OUR MISSION:

To connect all young children aged 0-6 with nature every day by:

- Inspiring a community movement to foster awareness and buy-in.
- Empowering households, caregivers, and educators with tools, trainings, continuing education, and resources.
- Collaboratively bridging gaps in equitable access.
- Focusing on nature space improvements that support community climate resilience.

OUR PARTNERS: Working hand-in-hand to grow access to nature.

Children Nature Network · NLC National League of Cities · KABOOM! · The City of Dubuque Masterpiece on the Mississippi · Dubuque Community Schools · Let's Create Action Dubuque Forward. · Hills & Dales · St. Mark Youth Enrichment · The Wanderwood Gardens

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June 16, 2025

City of Dubuque
City Council

ACTION ITEMS # 14.

ITEM TITLE:	Work Session Request: Precision Policing Center
SUMMARY:	City Manager requesting City Council schedule a work session for an update on the Precision Policing Center from Chief of Police Jeremy Jensen on September 8, 2025, at 6:00 p.m. to be held at the Dubuque Law Enforcement Center, including an outside drone demonstration.
SUGGUESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. MVM Memo

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session Request - Precision Policing Center

DATE: June 12, 2025

I respectfully request Mayor and City Council approval to schedule a work session for an update on the Precision Policing Center from Chief of Police Jeremy Jensen on September 8th at 6:00 p.m. to be held at the Dubuque Law Enforcement Center, including an outside drone demonstration.

Michael C. Van Milligen

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

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June 16, 2025

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:

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None