



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
September 2, 2025 at 6:30 PM

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

PROVIDING VIRTUAL PUBLIC INPUT

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

www.CityOfDubuque.org/VirtualMeeting

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

United States: +1 (571) 317-3129

Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Barry Lindahl Savvy Over 60 Award Recognition

Senior Counsel Barry Lindahl will be recognized for receiving the TH Media's Savvy Over 60 Award.

PROCLAMATIONS

1. Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2025)

On behalf of the Nathaniel Morgan Memorial Committee.

2. **Days of Peace and Nonviolence (September 6 - 28, 2025)**
On behalf of the Dubuque International Day of Peace Coordinating Committee.
3. **Crop Hunger Walk Day in Dubuque (September 27, 2025)**
On behalf of Dubuque Area Congregations United.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
City Council Proceedings for August 18, 2025; Historic Preservation Commission of July 17, 2025; Human Rights Commission of July 8, 2025; Library Board of Trustees Minutes of June 23, 2025; Library Board of Trustees Update of July 24, 2025; Long Range Planning Advisory Commission of May 21, 2025; Park and Recreation Advisory Commission of July 8, 2025.
Suggested Disposition: Receive and File
2. **Notice of Claims and Suits**
Lubenow Express, LLC 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:
Lubenow Express, LLC for vehicle damage; Major Joseph Jenkins for property damage.
Suggested Disposition: Receive and File; Concur
4. **Approval of City Expenditures**
City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
Suggested Disposition: Receive and File; Adopt Resolution(s)
5. **Intent to Apply for Local Housing Trust Funds through Iowa Finance Authority for 2026**
City Attorney recommending City Council approval to apply for Local Housing Trust Fund dollars in the amount of \$253,317.00 from the Iowa Finance Authority for calendar year 2026.
RESOLUTION Authorizing Submittal Of The Application For Local Housing Trust Funds To The Iowa Finance Authority
Suggested Disposition: Receive and File; Adopt Resolution(s)
6. **Grand River Center Floor Slab Lifting & Leveling Project - Acceptance of Public Improvement Construction Contract**

City Manager recommending City Council adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$73,286.20 to Keller North America, Inc., for the Grand River Center Floor Slab Lifting & Leveling Project.

RESOLUTION Accepting The Grand River Center Floor Slab Lifting & Leveling Project

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

7. September/October 2025 City News Newsletter

City Manager providing a copy of the September/October 2025 issue of the City News newsletter, which will be mailed with City utility bills from August 13 through September 10. This issue and archived issues are available at

www.cityofdubuque.org/citynews

Suggested Disposition: Receive and File

8. Contract amendment for home advocacy and nursing services for HUD Lead and Healthy Homes grant

City Manager recommending City Council approve the amendment and extension of the subcontract with Dubuque Visiting Nurses Association for services related to the HUD Lead and Healthy Homes grant for the period of performance now extended through November 30, 2025.

Suggested Disposition: Receive and File; Approve

9. Problem Property Assessment

City Manager recommending City Council adopt the attached resolution authorizing the City to certify problem property charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

RESOLUTION Authorizing The City To Collect Delinquent Problem Property Charges In Accordance With 14-1J1 International Property Maintenance Code Section 109.5 And/Or Section 112.5 Code Of Ordinances Of The City Of Dubuque, Iowa

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

10. Grass, Weed and Garbage Assessments

City Manager recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

RESOLUTION Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa

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

11. Improvement Contracts / Performance, Payment, and Maintenance Bonds

Dubuque Barge and Fleeting Service Company D/B/A Newt Marine Service for the 2025 Maintenance Dredging Project.

Suggested Disposition: Receive and File; Approve

12. Water System Improvements 2024 North English Road Water Main Extension Project – Receipt and Consideration of Bids

City Manager sharing information on the bids for the Water System Improvements – 2024 North English Road Water Main Extension project.

Suggested Disposition: Receive and File; Adjourn further action to October 6, 2025

13. Workforce Housing Brochure

City Manager providing a copy of a brochure highlighting workforce housing.

Suggested Disposition: Receive and File

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting Public Hearing on a Proposed Development Agreement with ASJS Properties, LLC for Redevelopment of 1913 Jackson Street

City Manager recommending City Council adopt a resolution setting a public hearing for September 15, 2025, for a proposed Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the creation of housing units at 1913 Jackson Street including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 15, 2025

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement for Redevelopment of 1701 Central Avenue

City Manager recommending City Council adopt the attached resolution setting a public hearing for September 15, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Adam Vogel Building, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 15, 2025

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue

City Manager recommending City Council adopt the attached resolution setting a public hearing for September 15, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC (Developer) for the redevelopment of 1739-1763 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Initiatives 1700, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 15, 2025

4. Water System Improvements 2024 North English Road Water Main Extension Project State Revolving Fund (SRF) Loan: Resolution Setting the Public Hearing - Environmental Review

City Manager recommending City Council adopt the attached resolution and set the public hearing for October 6, 2025, as required for all designated projects receiving assistance from the State Revolving Fund (SRF) with a Finding of No Significant Impact, to review the revised Environmental Information Document (EID) for the Water System Improvements 2024 North English Road Water Main Extension Project.

RESOLUTION State Revolving Fund (SRF) Loan - Environmental Review Water System Improvements 2024 North English Road Water Main Extension Project Set The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On Approval Of An Environmental Review As Provided By SRF's Department Of Natural Resources For The Private Lead Service Line Replacement Pilot Program

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

Airport Commission

One, 4-Year term through September 14, 2029 (Expiring term of Kutz-Weber)

Applicant:

Mariann Kurtz-Weber, 955 Prince Phillip Dr.

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. Approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for Redevelopment of 1550 Elm Street

Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque, and City Attorney recommending approval.

RESOLUTION Approving Disposal Of An Interest In Real Property Owned By The City Of Dubuque By Sale Through A Development Agreement With Greater Dubuque Impact Investment Fund

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

2. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3

Proof of publication on notice of public hearing to consider City Council approve a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.3 for the Dubuque Industrial Center Economic Development District, and City Manager recommending approval.

RESOLUTION Approving The Amended And Restated Urban Renewal Plan, Version 2025.3, For The Dubuque Industrial Center Economic Development District

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

3. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4

Proof of publication on notice of public hearing to consider City Council approve a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.4 for the Dubuque Industrial Center Economic Development District ("District"), and City Manager recommending approval.

RESOLUTION Approving The Amended And Restated Urban Renewal Plan, Version 2025.4, For The Dubuque Industrial Center Economic Development District

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

4. Public Hearing Vacating a portion of a Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa - Emily and Scott McGuire Property at 1195 Arrowhead Drive

Proof of publication on notice of public hearing to consider City Council adopt the

resolution vacating all interest in the public utility easement located over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa as requested by Emily and Scott McGuire to accommodate a proposed residential building addition, and City Manager recommending approval.

RESOLUTION Disposing Of Property By Vacating City Interest In A Portion Of A Public Utility Easement Over And Across Part Of Lot 2, Block 4, Of Indian Hills, In The City Of Dubuque, Iowa

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

5. Rustic Point Park Development Project Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the construction plans and specifications, estimated cost of \$258,278.50 for the Rustic Point Park Development Project and adopt the attached resolution, and City Manager recommending approval.

RESOLUTION Rustic Point Park Development Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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. Smart Parking & Mobility Management Plan Update

City Manager providing an update on the progress of the Smart Parking & Mobility Management Plan. Transportation Services staff will make a presentation.

Suggested Disposition: Receive and File; Presentation

2. Dubuque County Historical Society Letter of Authorization to Iowa Economic Development and Finance Authority's Historic Preservation Tax Credit Program

City Manager recommending City Council approval of the attached letter of authorization in support of the Dubuque County Historical Society's application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program.

Suggested Disposition: Receive and File; Approve

3. Letters of Support for an Iowa Redevelopment Tax Credit Application for

Downtown Redevelopment Projects on a Grayfield Site

City Manager recommending City Council approve the submission of the letters of support to accompany an Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted for redevelopment of three downtown properties in Dubuque.

Suggested Disposition: Receive and File; Approve

4. Fly DBQ Rewards and Incentives

City Manager providing a flyer that highlights several reward and incentive programs available for flying out of the Dubuque Regional Airport.

Suggested Disposition: Receive and File

5. Greater Dubuque Development Corporation Wins International Economic Development Council Gold Award

City Manager providing a copy of a press release announcing that Greater Dubuque Development Corporation received a 2025 Excellence in Economic Development Gold Award from the International Economic Development Council (IEDC).

Suggested Disposition: Receive and File

6. Welcome College Students Video

A video produced by the City's Media Services division, featuring a welcome message from Mayor Cavanagh and highlights of life in Dubuque, will be played as part of the Welcome Students campaign organized by Greater Dubuque Development Corporation and the local Community of Colleges.

Suggested Disposition: Receive and File; Video

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 cityclerk@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 cityclerk@cityofdubuque.org or by mail to 50 W. 13th St., Dubuque, IA 52001, before said time of meeting.

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

**City of Dubuque
City Council**

PRESENTATIONS # 1.

ITEM TITLE:	Barry Lindahl Savvy Over 60 Award Recognition
SUMMARY:	Senior Counsel Barry Lindahl will be recognized for receiving the TH Media's Savvy Over 60 Award.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2025)

SUMMARY: On behalf of the Nathaniel Morgan Memorial Committee.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, the City of Dubuque has committed to uncovering the history of all Dubuquers through the Black Heritage Survey, in an effort to tell a more complete story of Dubuque; and

WHEREAS, Nathaniel and Charlotte Morgan were among the pioneers of Dubuque and contributed to its growth by working hard, purchasing the first platted lot (Lot 1), owning a home, supporting Dubuque's first Protestant church, and persevering in the face of racism as African Americans in a community that practiced slavery; and

WHEREAS, the lynching of Nathaniel Morgan and the subsequent pardoning of the lynchers shattered the potential for interracial unity and peace by fueling white supremacy; and

WHEREAS, members of the Nathaniel Morgan Memorial Committee (NMMC) believe that confronting our past injustice leads to learning, teaching, and building an equitable and diverse community; and

WHEREAS, Dubuquers increasingly make a concerted effort in the face of ignorance, indifference, and racism to build an equitable and diverse community that honors the faith, aspirations, and perseverance of our earliest Black residents; and

WHEREAS, the NMMC and other Dubuque residents maintain that in life Nathaniel and Charlotte Morgan represented the promise of a unified and peaceful interracial community; and

WHEREAS, the NMMC will celebrate this rekindled promise of unity and peace in a public memorial service on September 6th at 6 pm at Voices Studio.

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 FIRST WEEK OF SEPTEMBER AS

“NATHANIEL AND CHARLOTTE MORGAN PEACE WEEK”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Brian Hallstoos BBHallstoos@dbq.edu. Accepted by Brian Hallstoos, Ernestine Moss, and James Busch.

2024: Submitted by Brian Hallstoos BBHallstoos@dbq.edu.

2023: Submitted by Brian Hallstoos BBHallstoos@dbq.edu. Accepted by: Ernestine Moss, co-Chair of the Nathaniel Morgan Memorial Committee (NMMC), Chris Happ-Olson, NMMC member, Brian Hallstoos, co-chair of the NMMC

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Days of Peace and Nonviolence (September 6 - 28, 2025)

SUMMARY: On behalf of the Dubuque International Day of Peace
Coordinating Committee.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, the issue of peace embraces the deepest hopes of all peoples, and remains humanity's guiding inspiration; In 1981, the United Nations proclaimed the International Day of Peace be "devoted to commemorating and strengthening the ideals of peace both within and among all nations and peoples;" and

WHEREAS, the United Nations expanded the observance of the International Day of Peace in 2001 to include the call for a day of global ceasefire and non-violence, and invited all nations and people to honor a cessation of hostilities for the duration of the Day of Peace; and

WHEREAS, there is growing support within our nation for the observance of the International Day of Peace, including a group of Dubuque-area residents inviting all to create a culture of peace by participating in a city-wide celebration from Friday September 6th to Saturday September 27th; and

WHEREAS, local and global violence impels all residents to work toward converting humanity's noblest aspirations for world peace into a practical reality. It is possible to see our community and world turn from violent to nonviolent solutions within our lifetimes; and

WHEREAS, the Dubuque Day of Peace organizing committee's 2025 focus will be "Persistence: A Pathway to Peace" with a keynote by Marie Dennis on Monday, September 22nd from 7-8:30 pm in the Alumni Campus Center at Loras College.

NOW THEREFORE, I, BRAD CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON
BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE DO HEREBY
RECOGNIZE **THE UNITED NATIONS INTERNATIONAL DAY OF PEACE**
AND PROCLAIM **SEPTEMBER 6 TO 28 AS DAYS OF PEACE AND
NONVIOLENCE**

IN THE CITY OF DUBUQUE, IOWA AND CALL UPON THE RESIDENTS OF DUBUQUE TO
FURTHER AFFIRM A VISION OF OUR WORLD AT PEACE BY FOSTERING COOPERATION
BETWEEN INDIVIDUALS, ORGANIZATIONS, AND NATIONS.

IN WITNESS THEREOF, I have hereunto set
my hand and caused the Great Seal of the
City of Dubuque to be affixed 2nd day of
September 2025

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

2024 & 2023: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Art Roche & R.R.S. Stewart (Day of Peace Committee)

2022 & 2021: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Art Roche & R.R.S. Stewart (Day of Peace Committee)

2020 & 2019: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Barb Ilten (DoP Committee)

2018: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Art Roche, Barb Ilten, DoP & R.R.S. Stewart (DoP Committee)

2017: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Judy Schmidt & R.R.S. Stewart (DoP Committee)

2016: Submitted by R.R.S. Stewart of the City of Dubuque Transit Advisory Board, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Evelyn Nadeau (DoP Committee)

2015: Submitted by R.R.S. Stewart of the City of Dubuque Transit Advisory Board, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Art Roche (DoP Committee)

2014: Submitted by Vice-Chair R.R.S. Stewart of the Dubuque Human Rights Commission (DHRC) on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Kathy Sutton (Dubuque Day of Peace organizing committee) and representatives of DHRC, **This is How we BBQ in DBQ**, and Dubuque Branch NAACP.

2013: Submitted by Vice-Chair R.R.S. Stewart of the Dubuque Human Rights Commission (DHRC) on behalf of the Dubuque International Day of Peace Coordinating Committee **To Be Accepted by:** Kathy Sutton (Dubuque Day of Peace organizing committee), Anthony Allen of DHRC, the Multicultural Family Center, NAACP and the Jule (Dubuque Transit) Advisory Board.

2012 & 2011: Submitted by Michelle Balek, OSF on behalf of the Dubuque International Day of Peace Coordinating Committee. **Accepted by:** Sr. Amy Golm, BVM (IDP Coordinating Committee) and representatives of the Speak Your Peace Initiative, the Dubuque Human Rights Commission, faces&voices, the Multicultural Family Center, Dubuque Branch NAACP and the Dubuque Transit Authority Advisory Board.

2010: Submitted by Human Rights Director Kelly Larson on behalf of Dubuque's International Day of Peace Coordinating Committee. Accepted by Sr. Dolores Ullrich and representatives.

2009: Submitted by the Leadership Team of the Sisters of St. Francis, 3390 Windsor Avenue. Accepted by Sr. Pat Farrell with 2 originals going to the Sisters of St. Francis and

International Day of Peace NGO Committee, PO Box 340, Roosevelt, NJ 08555-0340

**City of Dubuque
City Council**

PROCLAMATIONS # 3.

ITEM TITLE: Crop Hunger Walk Day in Dubuque (September 27, 2025)
SUMMARY: On behalf of Dubuque Area Congregations United.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation



PROCLAMATION

WHEREAS, since 1946, CROP / CHURCH WORLD SERVICE has had walks to collect funds to alleviate hunger overseas and in the United States; and

WHEREAS, CROP HUNGER WALK pledges to meet human need in over 70 countries with disaster and emergency response, refugee and immigrant services, and economic and social upheaval response; and

WHEREAS, Dubuque Rescue Mission, Dubuque Food Pantry, and PIN (People In Need) each will equally share the 25% retained locally of the total amount collected; and

WHEREAS, Dubuque Annual CROP HUNGER WALK will take place Saturday, September 27, 2025, starting at City Hall, proceeding in the Downtown Area, then returning to the point of origin, to help our community become aware of, and concerned about, how hunger affects us all; and

WHEREAS, the CROP HUNGER WALK will raise funds to help stop hunger both locally and globally; and

WHEREAS, the 2025 CROP HUNGER WALK will honor the late Morgan Frazer, Director of the Dubuque Rescue Mission.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 27TH OF SEPTEMBER 2025, AS:

“CROP HUNGER WALK DAY IN DUBUQUE”

IN THE CITY OF DUBUQUE, IOWA AND URGE THE RESIDENTS OF DUBUQUE TO PARTICIPATE WITH THE DUBUQUE AREA CONGREGATIONS UNITED TO SUPPORT THIS WALK.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by: Tom Lo Guidice. Accepted by Sara McCaw.

2022: Submitted by Bob Kraye, Crop Walk Arrangements Coordinator. Accepted by Crop Walk Chairperson Sara McCaw.

2021: Submitted by Bob Kraye, Crop Walk Arrangements Coordinator. Bob requested signed proclamation be mailed to him and not be read at a City Council meeting.

2019: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by Crop Walk Chairperson Sara McCaw.

2018: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by Crop Walk Co-Chairs Sara McCaw and Rev. Dustin Lyon.

2017: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by Mayor oy D. Buol. in the absence of a representative.

2016: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by Erich Moeller of Holy Trinity Church.

2015: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by a Crop Walk Committee Chairperson Maryann LoGuidice, 1205 Park St.

2014: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by a Crop Walk Committee chairperson Rev. Maryann LoGuidice

2013: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by a Crop Walk Committee chairperson Rev. Maryann LoGuidice

2012: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by a Crop Walk Committee representative,

2011: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by a Crop Walk Committee representative, Dorothy Kraye, 1205 Park St.

2010: Submitted by Bob Kraye, 1205 Park St. Dubuque IA 52001, 582 5117.

2009: Bob Kraye submitted, 1205 Park St. Dubuque IA 52001, 582 5117. Accepted by Sr. Anita Hayes, 1965 South. Grandview Avenue.

2008: Bob Kraye submitted, accepted by Maryann LoGuidice

2007: Bob Kraye submitted

/28/06 Edited last years - per request of Bob Kraye. Send him Agenda for 9/18/06.

/15/05 Edited last year's - per request of Bob Kraye (working upstairs; Decided to put it through on 9/19/05)

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings for August 18, 2025; Historic Preservation Commission of July 17, 2025; Human Rights Commission of July 8, 2025; Library Board of Trustees Minutes of June 23, 2025; Library Board of Trustees Update of July 24, 2025; Long Range Planning Advisory Commission of May 21, 2025; Park and Recreation Advisory Commission of July 8, 2025.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 8 18 25 City Council Minutes
2. Historic Preservation Commission Minutes
3. Human Rights Commission Minutes
4. Long Range Planning Advisory Commission Minutes
5. Library Board of Trustees Update
6. Carnegie-Stout Board of Trustees June 2025 Minutes
7. Park and Recreation Commission 7.8.2025 Meeting Minutes

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

The Dubuque City Council met in special session at 6:00 p.m. on August 18, 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 (attended virtually).

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 Greater Dubuque Development Corporation.

**WORK SESSION
Greater Dubuque Development Corporation Quarterly Update**

Greater Dubuque Development Corporation (GDDC) President and CEO Rick Dickinson and Director of Workforce Programming Nicolas Hockenberry presented a quarterly update highlighting goals and results, strategic initiatives, business services, workforce solutions, and the workforce landscape. In response to a question about how residents can support local higher education institutions, Dickinson emphasized the importance of helping them feel integrated into the community.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:30 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 August 18, 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 (attended virtually).

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

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of August 4, 2025; Airport Commission of April 22, May 27, and June 24, 2025; Arts and Cultural Affairs Advisory Commission of June 24, 2025; Civil Service Commission of June 11, 2025; Housing Commission of April 1, 2025; Resilient Community Advisory Commission of June 5, 2025; Zoning Advisory Commission of July 2, 2025; Proof of Publication for City Council Proceedings of July 7, July 14, and July 21, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Major Joseph Jenkins for property damage; Alan Viertel for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Daniel Healey for vehicle damage; Schumacher Pool and Spa LLC for vehicle damage; Alan Viertel for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 268-25 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. Notice of Award & Request to Execute Agreement for 25-26 City of Dubuque AmeriCorps Program: Creating Opportunities: Upon motion the documents were received, filed, and approved.

6. Improvement Contracts / Performance, Payment, and Maintenance Bonds Giese Sheet Metal for the Fire Headquarters HVAC Replacement Project; Jim Giese Commercial Roofing for the Fire Station 6 Roof Replacement Project. Upon motion the documents were received, filed, and approved.

7. Jefferson Park Retaining Wall Replacement Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 269-25 Accepting The Jefferson Park Retaining Wall

Replacement Project And Authorizing The Payment Of The Contract Amount To The Contractor was adopted.

8. Zoning Advisory Commission Cross Representation Recommendation: Zoning Advisory Commission requested City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Commission of Rich Russell with a term expiration date of July 1, 2027 and Pat Norton with a term expiration date of July 1, 2028. Upon motion the documents were received, filed, and approved.

9. Zoning Board of Adjustment Cross Representation Recommendation: Zoning Board of Adjustment requested City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Board of Adjustment of Rena Stierman with a term expiration date of March 25, 2027 and Matt Mauss with a term expiration date of March 25, 2028. Upon motion the documents were received, filed, and approved.

10. Letter of Support for Certifying the Greater Dubuque Housing Trust Fund: A letter of support was provided from Mayor Brad Cavanagh to the Iowa Finance Authority Board of Directors in support of the transition of governance for the Local Housing Trust Fund serving the City of Dubuque from the City to the new nonprofit, Greater Dubuque Housing Trust Fund. Upon motion the documents were received, filed, and approved.

11. Request for City Council Ratification of the First Amendment to the Dubuque Police Protective Association July 1, 2024 CBA: Upon motion the documents were received, filed, and approved.

12. Civil Service Commission - Certified List for Police Officer: Upon motion the documents were received, filed, and made a Matter of Record.

13. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 270-25 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. Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive: Upon motion the documents were received and filed and Resolution No. 271-25 Intent To Vacate And Dispose Of City Interest In A Portion Of A Public Utility Easement Over And Across Part Of Lot 2, Block 4, Of Indian Hills, In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

2. Rustic Point Park Development Project Initiate Public Improvement Bidding Process and Set Public Hearing: Upon motion the documents were received and filed and Resolution No. 272-25 Rustic Point Park Development 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 September 2, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

1. Mayoral Selection of Appointments to the Civil Service Commission Civil Service Commission: Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting. Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25). Applicants: Julie Bockenstedt, 2475 Cherry St.; Otto Krueger, 2521 Wheatland Dr.; Barbara Liskey, 2763 Lamotte Dr.; Randall Ludwitz, 867 Barbaralee Dr.; Brian Neises, 1841 Phyllrich Dr.; and Darcy VanOstrand, 1222 Lincoln Ave. Mayor Cavanagh named Bockenstedt and Krueger as his selections for appointment to the commission.

Appointments were made to the following boards/commissions.

2. Building Code Advisory and Appeal Board: One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley). Applicant: Nathan Wardle, 2725 Pleasant View Dr. Motion by Roussell to appoint Wardle to the term. Seconded by Jones. Motion carried 7-0.

3. Housing Commission: Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld). Applicants: Rick Baumhover, 601 Garfield Ave. and Rick Merfeld, 2718 Andrew Ct. Motion by Sprank to appoint Baumhover and Merfeld to the terms. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Rezone Property on West 32nd Street: Breitfelder stated that the Zoning Advisory Commission (ZAC) recommends denying the request from Sherry Ehrlich to zone property on West 32nd St., (PIN 1016227007), from R-1 Single-Family Residential to OR Office Residential zoning district, and Ehrlich has submitted correspondence asking the request be remanded back to the ZAC for a conditional rezoning request. Breitfelder and Brumwell verified the public hearing would still occur, and council could amend their motion during their deliberation if they chose to. Motion by Jones to receive and file the documents and remand the request back to the ZAC. Seconded by Farber. A point of order was raised by Resnick, seeking clarification on whether remanding was equivalent to tabling a request. Brumwell clarified that the two actions are distinct, with tabling a request meaning that no specific action will be taken, whereas remanding refers to sending the item back to the ZAC for reconsideration. During the staff report by Planning Services Director Wally Wernimont, he addressed a related question, explaining that the applicant is open to adjusting the request if it is remanded. Joan Heitzman, 3152 West 32nd St. and Genevieve Voss, 3160 West 32nd St., spoke in opposition to the rezoning and requested the property remain R-1. City Council Members voiced support for remanding the request to the ZAC, noting that it would allow for further dialogue between the applicant and neighboring residents. In response to a question, Wernimont confirmed that potential signage at the proposed site would be addressed during discussions with the ZAC. Motion carried 7-0.

2. Water System Improvements 2024 North English Road Water Main Extension Project - Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 273-25 Giving

final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project. Seconded by Sprank. Motion carried 7-0.

PUBLIC INPUT

Rick Dickinson, 205 Hill St., President and CEO of GDDC, spoke in support of Action Item No. 7, noting his role as a board member of Dubuque Initiatives, which has recently concentrated efforts on revitalizing the 1700 and 1800 blocks of Central Avenue.

ACTION ITEMS

1. Travel as Professional Development: Lessons from Bakersville, NC and Brunei: Motion by Resnick to receive and file the documents and hear the presentation. Seconded by Wethal. Assistant City Manager Cori Burbach and Climate Action Coordinator Michelle Kim presented on their respective professional development travels to Bakersville, NC and Brunei. City Council Members expressed enthusiasm for the experiences, highlighting the value of gaining perspectives beyond the city and drawing parallels to their own similar experiences. Motion carried 7-0.

2. Award Public Improvement Contract Auburn-Custer Utility and Roadway Reconstruction Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 274-25 Awarding Public Improvement Contract For The Auburn-Custer Utility And Roadway Reconstruction Project. Seconded by Wethal. Farber announced her intent to abstain from voting due to owning property in the affected area. In response to a question, Van Milligen stated that the City either performs the project inspection itself or engages a contractor to carry it out. Motion carried 6-0 with abstention from Farber.

3. North Schmitt Island Collection System Project - Contract #1: Award Public Improvement Contract: Motion by Jones to receive and file the documents and adopt Resolution No. 275-25 Awarding Public Improvement Contract For The North Schmitt Island Collection System Project – Contract #1 Project. Seconded by Sprank. In response to a question regarding the threshold for rejecting bids, Van Milligen explained that bids may be rejected if they significantly exceed budget estimates. He noted that this project represents a small portion of a larger \$2.64 million project and emphasized the importance of its timely completion. The City's involvement stems from the fact that the project involves the construction of a public sanitary sewer. While City Council Members acknowledged that the project exceeding the budget is not ideal, they also recognized the necessity of completing it on schedule. Motion carried 7-0.

4. Approval of Linwood Cemetery Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 276-25 Approving An Agreement By And Between The City Of Dubuque, Iowa, And Linwood Cemetery Association. Seconded by Farber. In response to questions, Van Milligen stated that townships are permitted to levy a tax for cemeteries. He explained that, if the City were to create a township, such a levy could be used to support cemetery operations rather than relying on the general fund. Van Milligen further noted that the cemetery's financial challenges are partly attributable to the increasing preference for cremation. He also stated that a portion of the property could potentially be sold for development, with the proceeds added to the cemetery's endowment fund. Linwood Cemetery Board President Ken Miller stated that the cemetery has a 501(c)(13), a designation specific to cemeteries, and has also established a 501(c)(3). He noted that the 501(c)(3) allows for private organization donations, bequests, and eligibility for grants. He stated that the association will consider the potential sale of a portion of the land and noted partnerships with other groups to promote the cemetery's 150-year history. Brumwell confirmed that she will be working

with the Dubuque County Supervisors regarding the township. City Council Members expressed appreciation for the collaboration with the association. Motion carried 7-0.

5. Parks and Recreation Advisory Commission Recommendation for Naming South Pointe Subdivision Park: Motion by Roussell to receive and file the documents and approve the Park and Recreation Advisory Commission recommending the name South Pointe Park for the park in the South Pointe subdivision. Seconded by Jones. Motion carried 7-0.

6. Letters of Support for Application to IEDA for Redevelopment Tax Credits: Motion by Jones to receive and file the documents and approve the submission of the attached letters supporting the applications for Iowa Redevelopment Tax Credits for Wilson House (1243 Locust Street) and IOCO Building (100 E. 1st Street), confirming the City's recognition that the properties are eligible for the tax credit based on the state's definition of a brownfield. Seconded by Wethal. Motion carried 7-0.

7. Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the Rehabilitation of 1701 Central Avenue: Motion by Jones to receive and file the documents and adopt Resolution No. 277-25 Authorizing Contract 25-CTBF-06 By And Between The City Of Dubuque, Iowa, And The Iowa Economic Development Authority For A Community Catalyst Building Remediation Grant For The Rehabilitation Of 1701 Central Avenue In The City Of Dubuque, Iowa. Seconded by Resnick. City Council Members expressed enthusiasm for the project and the momentum on Central Avenue. They referenced their participation on the Dubuque Initiatives Board, which has worked with developers on revitalizing the blocks, and noted the challenges associated with older buildings. Motion carried 7-0.

8. Dubuque Selected to Join Economic Mobility and Opportunity Special Assistant Program: Motion by Roussell to receive and file the documents and approve participating in the International City/County Management Association (ICMA) Economic Mobility and Opportunity Special Assistant Program. Seconded by Wethal. Director of the Office of Economic Mobility and Neighborhood Support Anderson Sainci stated that extensive community outreach will be conducted and the department will engage community members in their own settings. He also confirmed that the newly hired Economic Mobility Special Assistant will enter into a contract with ICMA. Motion carried 7-0.

9. Civil Service List and Procedure Change for Police and Fire: Motion by Jones to receive and file the documents and approve the change to forego the Civil Service Approval process under Iowa Code §400.12A and authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval. Seconded by Farber. City Council Members expressed support for the change and emphasized their desire to expedite the hiring process. Responding to a question, Police Chief Jeremy Jensen stated that recent changes to Iowa's Civil Service Law permitted this change. Brumwell stated that the City includes civil service on its legislative priorities. Jensen and Fire Chief Amy Scheller confirmed there are no additional changes the City can make within its control to the civil service hiring process that would expedite hiring. Motion carried 7-0.

10. Proceedings to Complete Action for the Issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 (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. 278-25 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of \$1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions. Seconded by Wethal. City Council Members expressed support for the project. Van Milligen stated that the City maintains

an inventory of all lead service lines and residents may contact the Water Department to verify eligibility for replacement. He noted that 49% of the federally funded loan will be forgiven, with the remainder repaid by 2045 from water enterprise funds. Motion carried 7-0.

11. Iowa Department of Natural Resources Proposed Administrative Consent Order: Motion by Jones to receive and file the documents and approve the proposed Administrative Consent Order received from the Iowa Department of Natural Resources (IDNR) that pertains to effluent permit violations between January 1, 2020, and December 31, 2024, at the Water & Resource Recovery Center (WRRRC). Seconded by Wethal. WRRRC Director Deron Muehring made a presentation. He explained that a 2022 Environmental Protection Agency (EPA) inspection raised concerns about staffing levels, which led to the addition of two positions. He clarified that the violations themselves did not cause increased odors, but the incidents leading to the violations resulted in higher-than-normal odor levels. He confirmed that his department can provide updates on the status of the digester cleanings. City Council Members thanked Muehring and his team for their work and communication regarding the violations. Council Members also noted that it is uncommon for a city to have zero permit violations over a five-year period and that some incidents were caused by outside parties. Motion carried 7-0.

12. Old Mill Road Lift Station Project Update Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Farber. A brief video produced by the Communications Office following a recent City Council work session and major concrete pour at the Old Mill Road Sanitary Sewer Lift Station Project was shown. It can also be viewed on the City of Dubuque YouTube channel at <https://youtu.be/p0BzFZZELQU>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on National Night Out, the congressional staff visit, Viking's webinar on Mississippi River cruises, Dubuque Metropolitan Area Solid Waste Agency's (DMASWA) upcoming award from the Iowa Association of Solid Waste for their battery recycling program, viewing the status of the customer convenience center at the DMASWA, and Carnegie Stout Public Library's upcoming event where former Iowa State Trooper Bob Hurley will discuss a memoir he wrote about his experience in law enforcement.

Resnick reported on the Sisters of the Presentation of the Blessed Virgin Mary's 150th anniversary.

Farber reported on attending Federal Communications Commission (FCC) and National League of Cities (NLC) technology committee meetings.

Sprank also reported on National Night Out and the congressional staff visit, in addition to a Dubuque Trees Forever event at Eagle Point Park, Taste of Dubuque, Crescent Community Health Center's opening for their new addition, and volunteering at the Dubuque Farmer's Market and the Labor Harvest.

Roussell also reported on the Dubuque Trees Forever event, along with the new Bread of Life Presbyterian Church and participating in Dubuque Main Street's accreditation review.

Wethal reported on attending the Friends of Mines of Spain board meeting.

Cavanagh also reported on National Night Out and the congressional staff visit, along with the English Ridge Park ribbon cutting, Envision 2030, the United Way Campaign Kick Off Breakfast, and Centrally Rooted's fundraising concert.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:32 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and Senior Counsel Barry Lindahl. Motion carried 7-0.

The City Council reconvened in open session at 10:45 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:45 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION
5:30 p.m.
Thursday, July 17, 2025
City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Janice Esser; Commissioners, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger

Commissioners Excused: Bill Doyle and Heidi Pettitt

Commissioners Unexcused: none

Staff Members Present: Wally Wernimont and Chris Happ Olson

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

MINUTES: Motion by Gau, seconded by Schwendinger, to approve the minutes of July 17, 2025 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger; Nay – none.

ACTION ITEMS:

DESIGN REVIEW

Applicant: American Tower Corporation, Jim Moser
Owner: City of Dubuque
Address: Madison Park, 1824 N. Main Street (cellular tower)
Project: Modification to cellular antennae monopole
District: Jackson Park Neighborhood Conservation District
Seminary Hill Residential National Register Historic District

Staff Member Happ Olson presented the staff report noting its location in the Seminary Hill Conservation District and Jackson Park National Register Historic District and its visibility from multiple local and National Register historic districts. She explained the history of the site and referred to contemporary and historic imagery and information throughout the staff report. She also referred to the previous Historic Preservation Commission case where American Tower, the same company presenting today, requested permission for a monopole, mimicking a flag pole, which was approved with conditions in 2008. She noted the company proposed one option in the application, not providing alternative locations or designs. She described the Commission's advisory

role, with the City of Dubuque as the owner, having signed the application, but noted the signature was an allowance to make the application, not an approval of the proposed project. The Commission shall review the application and make a recommendation to City Council, who ultimately has the final review.

Commissioner Monk asked if the dimensions are changing on the pole. Happ Olson noted the same pole was being used and a 5' wide by 10' tall cylinder structure would be added over the new antennae to act as a sheath.

Jim Moser, agent for American Tower, approached the podium and stated that this is an upgrade for T-Mobile's existing equipment. The overall size of the pole is changing at the top from 2' wide to 5' wide, which is an addition of 18" on each side. He noted the pole is existing at 50' tall plus the finial.

Commissioner Schwendinger asked if the shield is transparent, and Mr. Moser stated no, the same material will be used that is existing on the monopole.

Commissioner Witthoeft talked about the possibility of a new design, like a monument. He suggested a structure like an obelisk and to help clarify, Happ Olson brought up imagery on the screen to show an obelisk, while referring to the Washington Monument as an example.

Commissioners discussed whether the existing pole mimicked a flag pole, as the proportions to a regular pole and flag were not correct. Staff Member Wernimont stated that he was staff when the original request came through and that he researched based on the size of the pole the appropriate flag size, noting it was correct. Happ Olson noted that the original 2008 proposal showed a different shape and width to the pole that was erected. It was noted that if the proposed sheath was added, flying a flag would be difficult or awkward.

Mr. Moser noted that additions or changes to the tower would require additional funding on the applicant's part. He also asked what the goal was of the Commission, referring to whether the City wanted wireless service. Staff noted that the Commission's goal was to protect the historic features of the community and that other boards and the City Council had other goals to consider as part of the review process.

Commissioner Esser stated that she lives downtown and could not see the pole from downtown with the current foliage. Commissioners debated the value of keeping the pole as a flagpole. Commissioners further discussed the proposed design.

Motion by Monk, seconded by Gau, to recommend to the City Council the application as submitted, with the conditions that 1) the antennae sheath matches the texture, color and surface as the existing pole, and that 2) it no longer should be used as a flagpole. Motion carried by the following vote: Aye – Janice Esser, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger; Nay – none.

ITEMS FROM PUBLIC: none

ITEMS FROM COMMISSION:

Commissioner Monk noted that the Prairie School Legacy in Iowa Symposium in June was well done and provided kudos to Heritage Works. Staff Member Happ Olson noted that five Commissioners and two staff were able to attend.

ITEMS FROM STAFF:**Micro-Training Time** (memo and syllabus)

Staff Member Happ Olson presented the concept of bringing micro-trainings to Commissioners, structured at 15 minutes long and at regular meetings as a way to ensure that Commissioners have up-to-date and relevant skills for their work.

Chairperson Esser supported the concept, as long as they weren't too in-depth. She supported a mix of lessons, for instance legal issues and windows.

Staff Member Wernimont noted that the HPC is unusual in that it probably receives more training opportunities than any other board and commission, due to requirements as a Certified Local Government. The City therefore budgets to support members with training. He also noted that not every Commissioner has the availability to attend trainings, and therefore this micro-training will be an opportunity for Commissioners to participate without a lot of commitment.

Commissioners by consensus supported the idea of training and for staff to further develop those trainings.

Upcoming Training Opportunities (memo)

Happ Olson referred to the memo that offers a variety of external training opportunities that are upcoming for Commissioners.

Election of Officers (memo)

Happ Olson reviewed the memo regarding elections, terms and who is eligible for which position.

Motion by Monk, seconded by Stuter to reelect Chairperson Janice Esser and Vice-Chairperson Tim Gau to the Historic Preservation Commission. Motion carried by the following vote: Aye – Janice Esser, Tim Gau, Christina Monk, Chad Witthoeft and Adam Schwendinger; Nay – none.

ADJOURNMENT: Motion by Schwendinger, seconded by Monk to adjourn the July 17, 2025 Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Janice Esser, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger; Nay – none.

The meeting adjourned at 6:53 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

August 21, 2025

Adopted

HUMAN RIGHTS COMMISSION MEETING MINUTES
July 8, 2025

DATE: Tuesday, July 8, 2025

TIME: 4:30 PM

LOCATION: Multicultural Family Center, 1157 Central Avenue, Dubuque, IA 52001

The meeting was called to order at 4:36 pm.

Commissioners Present: Jake Kurczek, Matthew Zanger, Michaela Freiburger, Dave Heiar, DeLano Cain Watson, Traci Phillipson, Nikkii Nutter

Commissioners Absent: Luzelena Bravo, Rick Baumhover

Staff Present: Gisella Aiken Shadle, Chief of Equity and Human Rights; Ann Marie Jannette, Equity and Human Rights Specialist

Approval of Meeting Minutes

Motion to approve the minutes as submitted from the May 13, 2025, meeting by Heiar, seconded by Zanger. All in favor.

Motion to approve the subcommittee minutes as submitted from the May 27, 2025, meeting by Freiburger, seconded by Watson. All in favor.

Public Input

One member of the public was in attendance but did not offer input.

Reports

Caseload Report

- Complaints filed – number of complaints that were signed during the month
 - June amount: 2
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
 - June amount: 13
- Incidents in mediation – complaints currently in mediation
 - June amount: 1
- Incidents in full hearing – complaints in full hearing process
 - June amount: 0
- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
 - June amount: 9

- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
 - June amount: 0
- Total inquiries and complaints FY25 – signed complaints filed in FY25
 - June amount: 188

Example of OHR complaint received in June 2025:

The complainant met with the respondent, her supervisor, to discuss an incident in which the complainant was going to be written up. The respondent said that the level of the write-up would be dependent on the complainant's plan and whether she had thought about looking for another job. The complainant replied that she was interested in another job in another department. The respondent replied that she can't apply for that because she's not qualified. The complainant replied that she was qualified according to the job description. The respondent said, "Well, you're going to be retiring soon anyway, aren't you? How old are you anyway?"

On several other occasions the respondent commented on the complainant's many years of service. She also commented frequently on another colleague's many years of service and wanted to know when she was going to retire. The complainant believes she has been discriminated against in the area of employment on the basis of age.

Director's Report

Aitken-Shadle reported that the department is meeting with an internal team weekly to report on the progress being made in regard to compliance for the HF856 Bill. There is a list of 17 words on the HF856 bill that the City is steering away from.

Aitken-Shadle reported staff plus Baumhover and Phillipson attended the DBQ Pride and the Juneteenth events with a table for outreach to the community. The department will not have an outreach table at the fair this year but the department will revisit the idea in the fall during budget season. The department will also not have an outreach table that DBQFest because the date conflicts with another outreach event being attended. Upcoming outreach events in August include the Back to School Bash on August 2, the National Night Out on August 5, and the Crescent Health and Wellness Fair on August 9. Jannette will send an email to the commission for commissioners to sign up to help at these events.

Aitken-Shadle reported that Mayor Cavanaugh called a special meeting for Monday July 14 to further discuss the Equity and Human Rights Ordinance changes. The ordinance that was passed by the City Council on July 7 included the removal of gender identity as a protected class. The redlined document was not presented to City Council so they couldn't review it thoroughly and passed it not knowing that gender identity had been removed. A discussion was held regarding the fact that the commission was not informed ahead of time that gender identity was going to be removed and the fact that City Council did not seek the consultation of the commission beforehand. Further discussion was held regarding the possibility of holding a special commission meeting before the special meeting is held on July 14 so that the commission can formulate a response for the City Council meeting.

Chairperson's Report

Chairperson Kurczek reported that he met with the Dubuque library regarding a defacto day shelter for the unhoused. He will be a member of the homeless advisory coalition which will form broader coalitions and subgroups.

Old Business:

Fiscal Year 2026 began on July 1, 2025, which starts a new budget year for City departments. The FY26 budget is not able to absorb the cost of a commission planned event. Therefore, no update was provided.

Motion to approve the updated SWOT analysis and FY26 commission goals by Heiar, seconded by Zanger. All in favor.

New Business:

Motion to approve the updated SWOT analysis and FY26 commission goals by Heiar, seconded by Zanger. All in favor.

Jannette reported that subcommittees can only have four or fewer members attend, otherwise it is considered a commission meeting and needs to be considered as such in reference to quorum, etc.

Heiar told of an upcoming event at Voices Studio entitled "Expressions of the Soul: Art, Voice, and Vision". The event will feature programming and stories from people who have experienced racial violence. The event will take place throughout August and September.

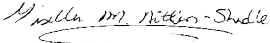
Reflections and Updates

Freiburger noted that private entities seem to be increasingly worrying about belonging and human rights and asked what the commission's role is facilitating conversations. Heiar noted that the Juneteenth event was a very good event especially after the protesters ended their march at the event. Also, the Friday event for Juneteenth was very informative.

Adjournment:

Motion to adjourn by Watson, seconded by Heiar. All in favor. The meeting ended at 5:47 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, August 12, 2025, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted:  _____

Minutes approved as corrected: _____

MINUTES
CITY OF DUBUQUE LONG RANGE PLANNING ADVISORY COMMISSION
REGULAR SESSION

5:30 p.m.

Wednesday, May 21, 2025

City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Michael Rabagia, Commissioners Jason Davis, Aaron Miller, Julietta Scott, and Mark Ward.

Commissioners Excused: Beth McGrath, Cliff Conrad

Commissioners Unexcused: None.

Staff Members Present: Wally Wernimont and Jason Duba.

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

MINUTES: Motion by Rabagia, seconded by Miller, to approve the minutes of the March 19, 2025 Long Range Planning Advisory Commission meeting as submitted. Motion carried by the following vote: Aye – Davis, Miller, Scott, Ward, and Rabagia; Nay – None.

Planning Services Director Wernimont reviewed a memo prepared to respond to questions that arose at the prior meeting related to the Cedar Cross Road Urban Revitalization District that the commission reviewed. He noted the estimate of the amount of property taxes that would be abated for the developer, which would be approximately \$2.2 million over 10 years. He explained the total depends on factors such as the timing of construction and noted that the school district's portion of the property tax is not abated. He shared an estimate on the cost of public improvements from the last time the property was proposed to be developed, which was about \$400,000.

Commissioner Miller described how his opinion on this matter has changed as he's learned more about the definition of Urban Revitalization and how it's common to use for new construction, not just renovating old properties. Wernimont responded that creation of housing is one of the four uses of Urban Revitalization. He noted that once the City Council passed an ordinance to start using these incentives, the city started seeing more development, which is needed to meet the demand for housing. He explained that the school district is consulted on these districts, and they support the creation of new housing to grow the number of students in the district. He clarified the difference between Urban Revitalization where property taxes are abated and Urban Renewal where property taxes are rebated.

Commissioner Ward asked if some properties starting to come off their tax abatement period. Wernimont noted that some are, such as Timber Hyrst.

Commissioner Davis asked about the property tax portion for the school district. Assistant Planner Duba displayed the “Dollars & Cents” budget document from the City of Dubuque, which shows the school district collects 43% of property taxes from Dubuque residents.

Wernimont spoke to the role of the commission in reviewing these applications and explained that they are asked to consider whether they are in alignment with the comprehensive plan. He said that it is City Council’s role to consider the finances of these agreements but that he would like to have that information ahead of time, but that can be difficult. Miller acknowledged they review with respect to the comprehensive plan, but it is good to see the financial side.

Wernimont said that these incentives help develop housing in places where it’s needed, including along Radford Road, which is close to the industrial center. He noted a recent tour of Opening Doors, where transportation was cited as a barrier to self-sufficiency.

Commissioners noted that it is a yearslong effort to develop more housing and that previous estimates for housing need were made before the announcement of the UD medical school being developed. Wernimont agreed and said that downtown Dubuque is changing, and the City is seeking to allow more density to promote vibrancy. A downtown master plan is in the works in the next few years.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF:

Imagine Dubuque Update

Assistant Planner Duba and Planning Services Director Wernimont led a review of selected progress updates about Imagine Dubuque recommendations. One selection was made from each of the plan’s seven categories.

Economic Prosperity: Employment, 1.1.4: Efforts of the Community Foundation, such as Inclusive Dubuque, were noted for their work to promote economic resiliency and mitigate the impact of economic disruptions locally.

Miller noted that a Council update on Project HOPE cited a study that showed Dubuque is #1 in the country for economic mobility.

Sustainable Environment: Neighborhoods, 2.3.2: Arbor Day Celebration coordinated with Dubuque Trees Forever and Dubuque Arboretum. Branching Out Initiative is planning spring plantings.

Chairperson Rabagia asked if the city is planting back with diverse species of trees, and Wernimont replied yes, that is the goal. He cites examples of Dutch Elm Disease and the impact to the Cathedral of Elms that was on Rhomberg Avenue.

Social + Cultural Vibrancy: Parks & Recreation, 3.7.1: The Parks & Recreation Master Plan is being developed now. Wernimont mentioned there is also a community sports facility study that was recently completed.

Livable Neighborhoods + Housing: Housing, 4.2.2: The Housing and Community Development Department recently went through the CDBG Consolidated Plan (5-year) and Annual Action Plan processes to plan for the future and remain compliant with HUD.

Community Facilities: Public Safety, 5.2.3: A strategic plan around response times, officer placement, and geographic coverage will be developed. Rabagia noted the fire department survey.

Transportation + Mobility: Complete Streets, 6.1.3: Plans for Complete Streets - Considering new bike lanes on South Grandview and West Locust.

Land Use: Industrial, 7.6.3: Industrial development opportunities limited, such as at Crossroads site.

Unified Development Code update

Commissioner Davis asked about the Unified Development Code status. He referred to the recent rezoning of the landfill property. Wernimont replied that we're in the process of the UDC update, and the technical report will be released soon. He said the comp plan and other city plans will factor into the process. He noted some of the potential changes to increase flexibility, reduce parking requirements, and allow more density. He noted the consultant is Camiros, who is providing national experience that will be balanced with local needs. He said the existing 2009 UDC is a good starting point. He said there will be presentations to the Zoning Advisory Commission and City Council about the technical report.

City Council Goal Setting for Fiscal Year 2026

Wernimont explained the City Council Goal Setting process and how the commission could contribute ideas. Commissioners suggested:

- Develop more 3- and 4-bedroom units that are affordable
- Continue developing single-family homes
- Develop a multi-sport complex

- Reduce tax burden
- Have more pet-friendly businesses

ADJOURNMENT: Motion by Rabagia, seconded by Miller, to adjourn the May 21, 2025 Long Range Planning Advisory Commission meeting. Motion carried by the following vote: Aye –Davis, Miller, Scott, Ward, and Rabagia; Nay – None.

The meeting adjourned at 7:00 PM.

Respectfully submitted,



Wally Wernimont, Planning Services Director

August 20, 2025

Adopted

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting July 24, 2025*

Present: A. Alanda Gregory, President; Andy Bland, Vice President; Diann Guns, Secretary; and Trustees, Jessica Connery, Victor Lieberman, Christy Monk, and Pam Mullin

- The Board welcomed new Trustee, Jessica Connery
- The Board elected executive positions:
 - President, A. Alanda Gregory; Vice President, Andy Bland; Secretary, Diann Guns
- The Board approved library expenditures.
- The Board approved partnership with the Community Foundation of Greater Dubuque to collaborate for the 2025 Data Walk.
- The Board approved language updates to the Carnegie-Stout Public Library 2023-2028 Strategic Plan to align with name changes to City of Dubuque Department name changes and in accordance with new State of Iowa laws.
- The Board celebrated news that the Carnegie-Stout Public Library Foundation was awarded grants from both the McDonough Foundation and the Dubuque Racing Association.
- The library saw a 1% increase in materials circulation, a 7% increase in visitor count and a 7% increase in computer and Wi-Fi use in Fiscal Year 2025, as compared to Fiscal Year 2024.
- The Maker Space saw a 20% increase in visitors over the previous fiscal year.
- The library hosted a petting zoo in June with fantastic attendance and a whole lot of smiles.

Statistical Highlights	June Count
Total Checkouts	49,160
Total Visitors	22,630
Total Program Attendance	3,954
Total Computer/Wi-Fi Use	12,559

Library Board of Trustees



A. Alanda Gregory, Board President
Andy Bland, Vice-President
Diann Guns, Board Secretary
Jessica Connery
Victor Lieberman
Christy Monk
Pam Mullin



Nick Rossman, Library Director

**Carnegie-Stout Public Library
Board of Trustees
Meeting Minutes of June 23, 2025**

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:02 p.m. on Thursday, June 23, 2025.

Present: President Victor Lieberman, Vice President A. Alanda Gregory, Secretary Andy Bland, Trustee Greg Gorton, Trustee, Diann Guns (departed 5:37 pm), Trustee Christy Monk, Trustee Pam Mullin, Library Director Nick Rossman

1. President Lieberman called the meeting to order at 4:02 p.m.

"Moved to adopt the meeting agenda of June 23, 2025."

Motion: Gorton
Second: Monk
Vote: Aye – 7; Nay – 0

2. Approval of Board of Trustees Meeting Minutes of May 22, 2025."

"Moved to approve the Board Meeting Minutes of May 22, 2025."

Motion: Mullin
Second: Guns
Vote: Aye – 7; Nay – 0

3. Approval of Board of Trustees Relations Subcommittee Meeting Minutes of May 22, 2025."

"Moved to approve the Relations Subcommittee Meeting Minutes of May 22, 2025."

Motion: Monk
Second: Mullin
Vote: Aye – 7; Nay – 0

4. Board President's Report:

- A. The Board reviewed the Communication with the Dubuque City Council for May 2025.
- B. Presentation and thank you for outgoing Trustee Greg Gorton.

"Moved to receive and file the Communication with the Dubuque City Council from May 2025 and the presentation and thank you for outgoing Trustee Greg Gorton."

Motion: Monk
Second: Gregory

Discussion: Thank you to Greg Gorton for eight years of service to the Board of Trustees.

Vote: Aye – 7; Nay – 0

5. Motion to Receive and File Informational Items:

A. Library Director's Report Summary and Update:

- 1) Library Financial Report Fiscal Year (FY) 2025 – Rossman reported that May brings us to 92% through the fiscal year. We have spent 84% of our budgeted funds so far.

Revenue collected at 110% of projected budget.

- 2) Library Use – Rossman reported a 7% increase in circulation statistics and a 9% increase in visitor count compared to May 2024.

The library saw a 7% increase in computer and Wi-Fi usage compared to May 2024.

Patrons used curbside pickup for 80 visits in May.

Rossman reported there were 2,798 Hoopla downloads in May. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

As part of regular maintenance and in accordance with accreditation standards from the State Library of Iowa, the library purges unused library cards every 18-30 months. In May, 7,283 library cards were removed from the library's database that had not been used for more than five years and fees owed to the library were \$10.00 or less. This also resulted in a little more than \$5,000 in likely uncollectable funds waived. It is very unlikely many of the fees would be tied to lost or damaged materials.

- 3) Library Programs, Partnerships, and Grants Report - Rossman provided the following report:

Rossman reported there was a nice turnout for the Art @ your Library reception for June and July featuring artists from the Key City Creative Center.

Rossman reported there was good public engagement with more than 300 individuals at the Dubuque Pride Festival and the estimated attendance was more than 3,000 people.

Information was provided a copy of House File 856 which signed into law in May by Governor Reynolds. Discussion included needing to look at the Library's strategic plan for any potential language changes to comply with the new law.

The Board of Trustees reviewed the City Council Goal setting documents with some discussion including the hope for potential free parking options near the library as part of the City's new smart parking plan.

Rossman reported a request to use unspent FY 24 money to repair the library's boiler stack was approved by City Manager Mike Van Milligen. City Engineering had been contacted regarding the available funds of \$163,500 to solicit help in getting the project moving forward.

- 4) Library Space Needs – Trustee Monk reported that FEH Design completed some preliminary plans for potential projects. Documents were provided to the Board of Trustees outlining the following five groups of projects with approximate, estimated costs:
 1. **Patron flow and staff area rework on first floor** (\$133,440)
 - Reconfigure main circulation and staff desks for improved efficiency and patron flow.
 2. **Makerspace expansion and computer reconfiguration** (\$526,464)
 - Significant renovation expanding the makerspace and rearranging collections, computers, and periodicals.
 3. **Teen area & staff work space reconfiguration** (\$146,888)
 - Removal of current circular desks and reconfiguring space with improved study areas and layout.
 4. **Youth play area reconfiguration** (\$107,925)
 - Enhance youth area with more interactive spaces, seating improvements, and safer play areas.
 5. **Study and meeting rooms in coffee bar area** (\$209,625)
 - Convert underused coffee area into meeting/study pods and flexible social space.

Priority considerations from Trustees focused primarily on the Makerspace expansion and first floor patron flow reconfiguration. Trustees discussed the balance between expediency of project completion and minimizing disruption for access to library services and use of the building for the public and staff.

Next steps include Board of Trustees identifying at July 2025 meeting to determine the appropriate method to complete bid documents

- 5) Department Updates – Rossman provided highlights of the past month for Adult, Circulation, Information Technology, Marketing, and Youth Services.

B. Comment Cards – None.

“Moved to receive and file the informational update from the Library Director including the Library Operational Expenditures, Revenue and Budget Financial Reports; and, Library Use Report, Marketing Report, Library Programs, Partnerships, and Grants Report, and, Library Department Updates.”

Motion: Mullin
Second: Gorton
Vote: Aye – 6; Nay – 0

6. Action Items (Action):

- A. Library Expenditures FY-25: Operating Expenditures May, Period 11 – The Board reviewed the detailed expenditures reports.

“Moved to approve the library expenditures for FY-25 May, Period 11.”

Motion: Mullin
Second: Gregory
Vote: Aye – 6; Nay – 0

7. Library Board Adjournment – The Board adjourned at 5:45 pm

“Motion to adjourn.”

Motion: Mullin
Second: Gregory
Vote: Aye – 6; Nay – 0



Diann Guns, Board Secretary

8-21-2025

Date

PARK AND RECREATION COMMISSION MEETING
Tuesday, July 08, 2025
Comiskey Park Building, 255 E 24th Street,
Dubuque, Iowa 52001

PRESENT: Jennifer Tigges, Lori Ollendick, Ron Axtell, Josh Jorgenson,
Robin Kennicker, Jason Henkel

ABSENT: Jessica Ochoa

STAFF PRESENT: Dan Kroger, Angie Metcalf

CALL TO ORDER: Tigges called the meeting to order at 4:40 p.m.

MINUTES APPROVED; VOTE:

It was moved by Kennicker, seconded by Axtell, to approve the minutes of the June 10, 2025, meeting.

OATH OF OFFICE - LORI OLLENDICK, JOSH JORGENSEN, JASON HENKEL:

Lori Ollendick, Josh Jorgenson, and Jason Henkel were sworn into the Parks and Recreation Commission and signed the Oaths of Office.

ELECTION OF OFFIERS:

It was moved by Kennicker and seconded by Ollendick to elect Jess Ochoa as Chairperson, Lori Ollendick as Vice-chairperson, and Ron Axtell as Secretary for fiscal year 2026.

PUBLIC INPUT:

None.

DISCUSSION AND FINIALIZATION OF TOUR DESTINATIONS IN SEPTEMBER:

It was discussed and finalized that the 2025 facility tour will be September 9th, 2025 at Eagle Point Park starting at 4:30 p.m. and going to 6:00 p.m..

PARKS AND RECREATION COMPREHENSIVE MASTER PLAN UPDATE:

Recreation Division manager Dan Kroger provided updates on the Master Plan as well as details regarding upcoming public engagement sessions that are scheduled.

DIVISON MANAGER UPDATE:

Recreation Division manager Dan Kroger provided an update to the Parks and Recreation Department leadership structure. Effective July 7th, Marie Ware has retired from the Parks and Recreation Director position. She will then step into the role of Project and Facilities Manager working 20 hours per week while Jared Charland is serving our country effective July 8th until Jared's return and reorientation. Her last day will be November 3rd. Steve Fehsal has been named Interim Parks and Recreation Director until a permanent director is hired.

COMMISSION COMMUNICATION / QUESTIONS:

Commissioner Tigges shared a letter she received from Dubuque Area Land and Water Legacy.

Commissioner Kennicker asked for details regarding the lighted boat parade that the Parks and Recreation Department is hosting August 9th. Parks Division Manager Kroger provided information.

Commissioner Axtell had questions on a greenspace park that may be going in in the Historic Millwork District. Kroger had advised the Planning Department is heading that.

Commissioner Henkel had been asked by a community art group about painting of the Jefferson Wall. Henkel wanted to know what the proper procedure for that would be. Kroger advised he should reach out to Parks Division Manager, Steve Fehsal.

ADJOURNMENT:

It was moved by Kennicker, seconded by Henkel, to adjourn the meeting 5:30 p.m. Unanimous.

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Lubenow Express, LLC for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Lubenow Express LLC

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Ryn Knuckey

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: Lubenow Express, LLC
2. Address: P.O. Box 28207
City: Green Bay State: Wisconsin Zip: 54324
3. Telephone Number: 920-378-2302
4. Date of Incident: 7-28-25
5. Time of Incident: 7:10 PM
6. Location of Incident (Be specific): Kwik STAR
1180 Kerper Ct. Dubuque, IA
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
Was parked at truck stop after fueling. Bus turned left in front of truck + hit us. - James Jungblut
8. What were weather conditions like? Good
9. Give name and address of any witnesses: None
10. Did police investigate? (If so, give names of officers.)
David Lewis #55
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.)

Truck Hood, Grill, Bumper

13. What other damages do you claim, if any? No

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

No

15. What amount do you claim from the City of Dubuque? \$6,521.45

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

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 13 day of August, 2025.



(Signature)

David Zander

(Print Name)

(Rev. 9/24)

City Clerk's Office
Dubuque, IA

2025 AUG 18 AM 10:49

RECEIVED

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE: Disposition of Claims

SUMMARY: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lubenow Express, LLC for vehicle damage; Major Joseph Jenkins for property damage.

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

ATTACHMENTS:

1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 8/21/2025

RE: Claim Against the City of Dubuque by Lubenow Express, LLC

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Lubenow Express, LLC	8/18/2025	7/28/2025	Vehicle Damage

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

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

cc: Michael C. Van Milligen, City Manager
Ryan Knuckey, Director of Transportation Services
Lubenow Express, LLC

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 8/20/2025

RE: Claim Against the City of Dubuque by Murphy Sanchez, PLLC

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Major Joseph Jenkins	8/7/2025	7/12/2025	Property Damage

This is a claim in which the law firm Murphy Sanchez, PLLC alleges its client's basement was damaged due to a sewer backup.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Murphy Sanchez, PLLC

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

SUMMARY: City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures

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

ATTACHMENTS:

1. Memo Council for 2025_09_02
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: August 25, 2025

Finance is submitting the following expenses to City Council for approval at the September 2, 2025 meeting. Payments on these expenses will be made September 4, 2025.

In addition, Finance is submitting expenses paid since August 20, 2025, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 09-04-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
563 DESIGN PLLC	\$ 8,243.75	Fire Station 6 Roof Replacement Architectural Serv
ACCO UNLIMITED CORPORATION	425.00	POOL SUPPLY- CHEMTROL ORP PROBE
ACCO UNLIMITED CORPORATION	3,075.00	SUTTON POOL CHEMICALS
ACCO UNLIMITED CORPORATION	3,476.60	FLORA POOL CHEMICALS
ACCO UNLIMITED CORPORATION	1,054.00	SUTTON POOL CHEMICALS
ACCO UNLIMITED CORPORATION	2,679.60	FLORA POOL CHEMICALS
ACCO UNLIMITED CORPORATION	205.00	FLORA POOL CHEMICALS & SUPPLY
ACCO UNLIMITED CORPORATION	1,526.00	SUTTON POOL CHEMICALS
ACCO UNLIMITED CORPORATION	19.75	FLORA POOL CHEMICALS & SUPPLY
ACCO UNLIMITED CORPORATION	3,978.35	FLORA POOL CHEMICALS
Acuren Inspection Inc	245.00	UNIT# 420002 Particle Inspection
Acuren Inspection Inc	245.00	UNIT# 420001 Particle Inspection
ADAM G SCHWENDINGER	153.00	PerDiem for Adam Schwendinger Preserve IA
ADDOCO INC	640.00	MULCH FOR GREENHOUSE AREAS
Addy Schober	799.20	FY26 RECREATION CLASS INSTRUCTOR
AECOM TECHNICAL SERVICES INC	37,584.19	B2E2 (705) RAISE Planning Grant Design Services
AHLERS & COONEY PC	2,910.00	Environmental Services
AIRGAS USA LLC	16.74	Medical Oxygen for Ambulances
AIRGAS USA LLC	2.79	Medical Oxygen for Ambulances
AIRGAS USA LLC	8.37	Medical Oxygen for Ambulances
AIRGAS USA LLC	6.38	Medical Oxygen for Ambulances
AIRGAS USA LLC	17.51	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,477.17	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,694.03	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,836.29	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,964.75	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,013.78	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,343.19	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,473.72	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	30.54	Medical Oxygen for Ambulances
ALL SEASONS HEATING & COOLING	180.00	ST3-RA Ductwork Maintenance
ALLIANT ENERGY	1,219.82	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	43.69	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	173.66	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	8,629.49	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	28.82	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	93.46	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	24.52	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	35.94	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	775.92	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	131.18	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	1,501.84	FY26 1503 W 3rd Electric
ALLIANT ENERGY	38.70	2527 Washington St - Alliant Energy - (City Owned)
ALLIANT ENERGY	382.88	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	3,340.14	FY26 535 E 16th
ALLIANT ENERGY	72.15	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	3,133.27	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
ALLIANT ENERGY	86.41	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	214.38	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	54.69	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	1,650.78	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	3,158.47	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
ALLIANT ENERGY	159.00	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	21.93	Blanket Purchase Order - Monthly Electric Service
ALLIANT ENERGY	10,216.52	ELECTRIC BILLS FOR FY26
ALTORFER INC	270.03	STOCK - Bearing Assembly
AMERICAN LEGION POST 6	268.00	FLAGS FOR PARKS DEPARTMENT

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AMERICAN LEGION POST 6	670.00	FLAGS FOR PARKS DEPARTMENT
AMY S MUCHMORE	120.00	Per Diem for August 2025 Overdrive Conference
Ascendance Trucks LLC	1,788.07	UNIT# 3904 Replace Turbocharger (In-House)
Ascendance Trucks LLC	393.45	UNIT# 1902 Cab Suspension Shock Absorber
AT&T Mobility National Accounts, LLC	5,772.48	FY26 First Net Charges for iPhone/Tech Services
AT&T Mobility National Accounts, LLC	1,232.37	AT&T FirstNet - 06/29/25-07/28/25
AT&T Mobility National Accounts, LLC	34,995.00	Compact Rapid Deployable System
AV FUEL	19,618.43	Blanket Purchase Order - Aviation Fuel
AV FUEL	35.00	Blanket Purchase Order - Aviation Fuel
AV FUEL	19,555.62	Blanket Purchase Order - Aviation Fuel
AV FUEL	19,546.20	Blanket Purchase Order - Aviation Fuel
AV FUEL	276.79	Blanket Purchase Order - Aviation Fuel
AV FUEL	472.10	Blanket Purchase Order - Aviation Fuel
AVALON SERVICE CENTER INC	10,920.00	TRAILER TO HAUL JOHN DEERE X738 TRACTOR/SNOW PLOW
Badger Lange Ventures LLC	641.10	ADA Sidewalks- 2'x2' Detectable/ Plain 08/15
Bauer Built Inc	2,999.02	UNIT# 4930 (2) Rubber Track Belts
BELL TOWER PRODUCTIONS INC	17,805.41	FY26 Arts & Culture Operating Support Grant
BIG RIVER SIGN COMPANY INC	150.00	Bee Branch Ped Tunnel Graphics Repair
BK DIESEL	268.95	UNIT# 3404 Outside Labor/Check Turbo Vane
BLACK HILLS/IOWA GAS UTILITY CO	43.75	FY26 1805 Central Ste 2
BLACK HILLS/IOWA GAS UTILITY CO	51.73	FY26 1157 Central Colts and MFC Bldg
BLACK HILLS/IOWA GAS UTILITY CO	45.03	Blanket Purchase Order - Monthly Gas Service
BLACK HILLS/IOWA GAS UTILITY CO	42.93	Blanket Purchase Order - Monthly Gas Service
BLACK HILLS/IOWA GAS UTILITY CO	21.56	Blanket Purchase Order - Monthly Gas Service
BLACK HILLS/IOWA GAS UTILITY CO	52.57	FY26 1101 Central Colts and MFC Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	44.91	FY26 1310 Main St Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	69.65	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	62.45	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	63.18	Blanket Purchase Order - Monthly Gas Service
BLACK HILLS/IOWA GAS UTILITY CO	65.15	FY26 350 W 6th St Federal Bldg Natural Gas
BLACKSTONE AUDIO BOOKS	125.83	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	91.40	CD Audio Books for Library Collection
BOOK DEPOT INC	3,367.72	Books for Summer Reading and Book Club
B-PLUS DUBUQUE LLC	1,430.10	Sealed Lead Acid BC Cell batteries
Caitlin Daniels	28.00	MILEAGE REIMBURSEMENT
CALLAWAY GOLF SALES COMPANY	250.45	PRO SHOP MERCHANDISE
Carson G Vaske	218.75	Meal Stipend for Cedar Rapids Academy
CENGAGE LEARNING INC	45.81	Large Print books for circulating collection
CENTER POINT INC	50.34	Large print books for circulating collection
CENTER POINT INC	25.77	Large print books for circulating collection
CHEMSEARCH	1,139.95	Chemicals for Cooling Tower City Hall
CHEMSEARCH	474.95	Chemicals for Cooling Tower City Hall
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	99.18	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	80.26	Floor Mat Service
CINTAS CORP	258.29	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	99.18	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	212.20	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	313.89	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	35.00	Various Maintenance - FY26
CINTAS CORP	420.17	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	193.69	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	199.36	Rugs/Towels for the WRRC-FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS FIRST AID & SAFETY	689.45	First Aid Supplies-WRRC - FY26
CINTAS FIRST AID & SAFETY	24.23	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	237.67	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	111.11	FY2026 BLANKET PO - FIRST AID SUPPLIES
CITY OF DUBUQUE	89.00	Permit Fee
CITY OF DUBUQUE - UB	448.39	COMMUNITY IMPACT SERVICE PROGRAM FR 7/27/25-8/8/25
COMMAND SECURITY SOLUTIONS	73.75	SERVICE CALL TO TROUBLESHOOT MOTION DETECTOR
COMMUNITY INCORPORATED	250.00	Blanket Purchase Order - Marketing
CONSTELLATION NEW ENERGY GAS DIV	540.16	COD-Dubuque City Garage: Kerper June 2025
Cottingham & Butler Inc	1,000.00	Job Evaluation Retainer - Installment 4 of 11
CRAIG M SALMONSON	56.42	Gas for ILEA Defense Tactics Instructor
CREATIVE ADVENTURE LAB, INC	22,260.00	FY26 Arts & Culture Operating Support Grant
CURT'S SIGNATURE SIGN	750.00	NEW DEPARTMENT TABLECLOTHS
DAN ARENSDORF CONSTRUCTION	760.00	Pulverized Soil to MSC 08/08/25
Dave Joseph Weis III	218.75	Meal Stipend for Cedar Rapids Academy
DEMMER OIL COMPANY	11,716.18	DIESEL & UNLEADED FUEL- POD MARINA
Digitech Computer LLC	16,222.42	Ambulance Billing Cash Receipts
DITTMER RECYCLING INC	13,806.25	LF- Dittmer Recycling Services
Drive Line & Company, Inc.	136.25	UNIT# 3458 General Welding Repair (Outsourced)
DUBUQUE ARBORETUM ASSOCIATION, Inc.	530.00	GARE/ARTS bs/Creative's Café8.14.25
DUBUQUE AREA ARTS COLLECTIVE	5,775.13	FY26 Arts & Culture Operating Support Grant
DUBUQUE AREA LABOR MGMNT COUNCIL	8,750.00	FY 26 COS/DALMC
DUBUQUE ARTS COUNCIL	3,551.44	FY26 Arts & Culture Operating Support Grant
DUBUQUE CHAPTER OF SPEBSQSA	707.73	FY26 Arts & Culture Operating Support Grant
DUBUQUE CHORALE	2,744.86	FY26 Arts & Culture Operating Support Grant
DUBUQUE COMMUNITY SCHOOL DIST	949.76	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	606.99	Franchise Fee FY26
DUBUQUE COMMUNITY SCHOOL DIST	5,135.84	Franchise Fee FY26
DUBUQUE COUNTY ABSTRACT & TITLE	600.00	Abstract Fees - Cedar Ridge Farm Place
DUBUQUE COUNTY E911 BOARD	467.55	Emergency Radio Access Fees
DUBUQUE COUNTY E911 BOARD	3,459.87	EMERGENCY RADIO SYSTEM ACCESS FEE-PARKS
DUBUQUE COUNTY FINE ARTS SOCIETY	4,334.83	FY26 Arts & Culture Operating Support Grant
DUBUQUE COUNTY HISTORICAL SOCIETY	23,850.00	FY26 Arts & Culture Operating Support Grant
DUBUQUE COUNTY SHERIFF	5,356.44	DDTF July 2025 Shared Expenses
DUBUQUE COUNTY SHERIFF	24,266.72	Dubuque County Sheriff July 2025 Expenses
DUBUQUE COUNTY TREASURER	414.00	2140 Elm Street; Steuer, Rick; property taxes; FY2
DUBUQUE COUNTY TREASURER	747.00	743 Louise St, Krolick, Mark; property taxes; FY26
DUBUQUE COUNTY TREASURER	866.00	1775 Washington; Herrig, Collin_property taxes,FY2
DUBUQUE COUNTY TREASURER	203.00	1250 Jackson; Colson, Tony; Property taxes; FY26
DUBUQUE COUNTY TREASURER	637.00	1523 Elm St; Jurisic, Ruth; Property taxes; FY26
DUBUQUE COUNTY TREASURER	930.00	1502 Washington; Simon, Jason - Property taxes FY2
Dubuque Forward LLC	8,000.00	FY26 Arts Special Projects Grant
DUBUQUE HOSE & HYDRAULICS	54.85	UNIT# 3453 Fabricate Carbide Cylinder
DUBUQUE HOSE & HYDRAULICS	66.55	UNIT# 2683 Parts for Cooling System Leak
DUBUQUE HOSE & HYDRAULICS	86.20	UNIT# 2683 - Swagging Tool, Alum Sleeve & Hosing
DUBUQUE HOSE & HYDRAULICS	105.10	UNIT# 4929 Repair Hydraulic Leak
DUBUQUE HOSE & HYDRAULICS	10.00	LF- Tool Repair (warranty)
DUBUQUE HOSE & HYDRAULICS	25.78	SHOP SUPPLIES - E-Z Clips and Black Markers
DUBUQUE HOSE & HYDRAULICS	4.81	UNIT# 3407 10 MM Bonded Seals
DUBUQUE MUSEUM OF ART	8,000.00	FY26 Arts Special Projects Grant
DUBUQUE MUSEUM OF ART	23,850.00	FY26 Arts & Culture Operating Support Grant
DUBUQUE RESCUE MISSION	186.03	DBQ Rescue Mission- Repair Shop & Recycling Projec
DUBUQUE SYMPHONY ORCHESTRA	22,896.00	FY26 Arts & Culture Operating Support Grant
EAST CENTRAL INTERGOVERN ASSOC	1,604.00	16th St Detention Basin Culvert & Pumping Station
EASTERN IOWA ASPHALT MAINTENANCE IN	2,564.47	CRACK SEALING AND RESTRIPIING
ELLIS APPLIANCE & SERVICE INC	228.34	ST4-Maintenance on Dryer
ENVIRONMENTAL SYSTEMS RESEARCH INST	62,150.00	Esri Advantage program
EUROFINS ENV TESTING NORTH CENTRAL	912.00	DMASWA Envr. Testing Job J311688-1
EVAN LEWIS INC	1,000.00	Replacement Sculpture
EXPRESS EMPLOYMENT PROFESSIONALS	819.06	C063 - Administrative Assistant 08/10/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
EXPRESS EMPLOYMENT PROFESSIONALS	420.00	Temp Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	1,084.05	C063 - Administrative Assistant 08/17/25
EXPRESS EMPLOYMENT PROFESSIONALS	735.00	Temp Custodial Services
FINLEY HOSPITAL	170.70	Franchise Fee FY26
FINLEY HOSPITAL	8,742.00	Franchise Fee FY26
FLY BY NIGHT PRODUCTIONS INC	1,540.54	FY26 Arts & Culture Operating Support Grant
G & R TREE SERVICE INC	800.00	TREE REMOVAL
G & R TREE SERVICE INC	1,500.00	TREE REMOVAL
GENUINE PARTS COMPANY INC	(16.36)	LF- Stock- Armor All Wipes 3 pack
GENUINE PARTS COMPANY INC	58.46	Landfill Supplies
GENUINE PARTS COMPANY INC	35.98	STOCK - Parts: Bearing String
GENUINE PARTS COMPANY INC	322.33	STOCK - Filters, Motor Oil, Washers, Beams & Clean
GENUINE PARTS COMPANY INC	79.95	UNIT #3471 Coolant for New Water Pump
GENUINE PARTS COMPANY INC	23.10	LF-NCB Armorall Prot 16oz (750)
GENUINE PARTS COMPANY INC	170.72	UNIT #4002 Parts: Idler Pulley
GENUINE PARTS COMPANY INC	65.42	STOCK -Filters for Dodge Ram 3500
GENUINE PARTS COMPANY INC	52.98	SHOP USE - Refrigerant Oil w/ Dye
GENUINE PARTS COMPANY INC	14.39	UNIT# 2614 Parts: Connector Clips
GENUINE PARTS COMPANY INC	65.15	UNIT #3452 Replace Cabin, Air, Oil Filters
GENUINE PARTS COMPANY INC	537.02	STOCK - Filters and Oil
GENUINE PARTS COMPANY INC	13.86	UNIT# 2616 Lube Guard ATF Supplement
GENUINE PARTS COMPANY INC	81.54	UNIT# 2694 NCB Bed Liners
GENUINE PARTS COMPANY INC	58.30	STOCK - Filter and Oil
GENUINE PARTS COMPANY INC	21.98	STOCK FLUIDS - NAPA Synthetic 75W140 Oil
GENUINE PARTS COMPANY INC	55.44	STOCK FLUIDS - Lube Guard ATF Supplement
GENUINE PARTS COMPANY INC	24.14	UNIT# 3456 Replace Oil Filter
GENUINE PARTS COMPANY INC	24.14	UNIT #3453 Replace Oil Filter
GENUINE PARTS COMPANY INC	342.75	STOCK FILTERS -
GENUINE PARTS COMPANY INC	98.91	STOCK Fluids - NAPA Synthetic 75W140 Oil
GILLIG LLC	321.17	STOCK - Mirror Head Assembly (Buses)
GILLIG LLC	627.68	STOCK - Ball Bearing Slide Assembly (Buses)
GOVCONNECTION INC	3,674.92	Smart UPS Rack Tower x4
GOVCONNECTION INC	226.50	UPSs for Switch Replacement
GRAND OPERA HOUSE	23,214.00	FY26 Arts & Culture Operating Support Grant
GRAND OPERA HOUSE	4,000.00	FY26 Arts Special Projects Grant
GRAYMONT WESTERN LIME INC	5,505.64	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,499.28	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,577.72	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,503.52	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GREEN VALLEY LANDSCAPING LLC	2,450.00	Repair limestone wall 11th Elm
HACH CHEMICAL COMPANY	951.21	LABORATORY SUPPLIES FOR WATER TREATMENT PLANT
HDR ENGINEERING INC	13,272.15	E/W Corridor Capacity Improv-University Overlap
HERITAGE WORKS INC	10,570.07	FY26 Arts & Culture Operating Support Grant
HODGE COMPANY	343.30	UNIT# 3464 Outsource, Forklift Prevent Maintenance
HOYNE LANDSCAPING & SNOW PLOWING	874.00	TOPSOIL DELIVERED
INGRAM LIBRARY SERVICES INC.	2,544.68	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	164.04	Children's books for collection
INGRAM LIBRARY SERVICES INC.	2,069.21	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	827.52	Children's books for collection
INGRAM LIBRARY SERVICES INC.	227.91	Teen/Young Adult Materials for Collection
INTERSTATE POWER SYSTEMS INC	3.80	UNIT# 3471 Replace Bolts for Turbo Support
IOWA DEPARTMENT OF PUBLIC SAFETY	250.00	Certification Fees
IOWA KENWORTH INC	172.87	UNIT# 3401 Replace Pressure Sensor
IOWA PUBLIC TRANSIT ASSOCIATION	4,750.00	FY26 IPTA MEMBERSHIP
J & R SUPPLY COMPANY	7,520.00	WRAPS FOR WATER MAIN REPAIRS
J & R SUPPLY COMPANY	1,055.10	HI-VIZ VESTS FOR DISTRIBUTION CREW
J & R SUPPLY COMPANY	3,200.00	Street/Sewer- curb and bolt ring 08/05/25
J & R SUPPLY COMPANY	320.00	TAPPING SADDLES FOR 1104 LINCOLN AVE
J & R SUPPLY COMPANY	2,300.00	TAPPING SADDLES FOR 101 AIRBORNE RD
J & R SUPPLY COMPANY	9,345.00	12" COUPLINGS FOR PIPE REPAIRS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
J & R SUPPLY COMPANY	4,000.00	BOLTS FOR TEES, VALVES & FITTINGS STAINLESS
J & R SUPPLY COMPANY	72.40	Solid Waste- Hi Viz Work Gloves (Large)
J & R SUPPLY COMPANY	9,335.00	VALVE BOXES FOR ASPHALT OVERLAY PROJECT
JACOB T IRONSIDE	301.00	7/13/25 Esri Conference San Diego JI
JAMES J GRAVES	60.00	UNIT# 540002 Vehicle Door Decals
JAMES J GRAVES	72.00	UNIT# 540010 & #540011 Door Decals
JAMES J GRAVES	65.00	UNIT# 1704 Door Decals Parking Division
JAMES J GRAVES	80.00	UNIT# 550001 & #550002 Decals- Engineering
JAMES J GRAVES	40.00	UNIT # 770001 Black Door Decals
JAMES J GRAVES	40.00	UNIT# 2301 Decals - Building Department
JAMES J GRAVES	40.00	#610002 Decals - City Housing Division
JAMES J GRAVES	90.00	UNIT# 430002 Decals Water & Resource Recovery
JAMES J GRAVES	75.00	UNIT# 3908 Vinyl Letter Decals for Forklift
JAMES J GRAVES	110.00	#3901 Door Decals Water & Resource Recovery
JAMES J GRAVES	60.00	UNIT# 540002, 0003, 0004, 0005, 0006 Decals
JAMES J GRAVES	60.00	#4034C Labeling Decals for City Mowers
JEREMY R JENSEN	51.00	Per Diem FBI Director Meeting
JODY MATTHEW BAKER	1,079.02	Reimbursement for interview expenses-Parks Rec Dir
JULIEN DUBUQUE INT'L FILM FESTIVAL	18,844.61	FY26 Arts & Culture Operating Support Grant
JUSTIN J DURA	299.00	Per Diem IACP Impaired Driving & Traffic Safety
Justin Thiltgen	718.00	8/4 Brownfields Conference_Chicago IL_JT
KEY CITY CREATIVE CENTER	5,108.23	FY26 Arts & Culture Operating Support Grant
KLUESNER CONSTRUCTION INC	1,000.00	Wood Chips for DMASWA
Kwik Trip Inc	25,354.40	WATER MAIN UPSIZING FEE
LANGWORTHY HISTORICAL DISTRICT NEIG	389.12	Langworthy NA Wine before Nine 8/21/25- Food/Suppl
LEGION AIRES DRUM & BUGLE CORP	21,942.00	FY26 Arts & Culture Operating Support Grant
LESLEIN TRUCKING	19,339.20	FY2026 BLANKET PO - SLUDGE HAULING SERVICES
LIFELINE AUDIO VIDEO TECHNOLOGIES	231.40	SERVICE CALL TO TEST SOUND SYSTEM AT FLORA POOL
LIME ROCK SPRINGS CO	500.83	BEVERAGES THROUGH JUNE 2026
LIME ROCK SPRINGS CO	573.41	BEVERAGES THROUGH JUNE 2026
MACQUEEN EQUIPMENT GROUP	143.30	STOCK ITEMS - Refuse Vehicles
MACQUEEN EQUIPMENT GROUP	72.39	STOCK - Refuse Vehicle Proximity Sensor
MARINA OKRAY	35.70	MILEAGE REIMBURSEMENT
MARTIN EQUIPMENT OF IL INC	204.60	UNIT#3453 Replace Engine Hoses & Fittings
MARTIN EQUIPMENT OF IL INC	851.22	UNIT# 3476 Hydraulic Leak Repair
MARTIN EQUIPMENT OF IL INC	988.35	UNIT# 3453 Outsourced Service - Coolant Leak
MARTIN EQUIPMENT OF IL INC	63.80	UNIT #3453 Parts: O- Rings
MARTIN EQUIPMENT OF IL INC	1,259.25	UNIT# 3471 Replace Oil and Air Filters
MARTIN EQUIPMENT OF IL INC	487.54	UNIT# 3453 Parts for Cab Climate Instrumentation
MARTIN EQUIPMENT OF IL INC	153.30	UNIT# 3453 Parts: Nuts
MARTIN EQUIPMENT OF IL INC	188.51	UNIT# 3456 Parts: Engine Hoses and Fittings
MARTIN EQUIPMENT OF IL INC	23.84	UNIT# 3456 Cabin Climate Control Parts
MARTIN EQUIPMENT OF IL INC	678.72	UNIT #3455 Parts: Wear Plates
MARTIN EQUIPMENT OF IL INC	106.13	UNIT# 3214 Gas Operated Door Strut
MARY R CORRIGAN	395.00	Corrigan per diem and mileage 8/8/25-8/9/25 WDM
Matthew Dressler	36,050.00	2750 Washing 21 Lead and HH Work
MAV RESTORATIONS LLC	24,215.00	412 Locust #1 and #2- 21 Lead work
MAV RESTORATIONS LLC	985.00	412 W Locust Remaining Work LHH21
MCDERMOTT EXCAVATING	437,433.75	2024 SRF Green Alley Project
MCGRATH AUTOMOTIVE GROUP INC	245.40	UNIT #2609 Replace Reductant Temp Sensor
MEDICAL ASSOCIATES CLINIC PC	2,018.00	pre-employ screening, phys, vaccine, drug/alcohol
MH LOGISTICS CORP	605.57	STOCK - Wind Level Pawl
MICHAEL J SULLIVAN	175.00	SOFTBALL UMPIRE
MIDWEST TAPE LLC	624.53	Adult DVDs, BluRays, CDs for Collection
MIDWEST TAPE LLC	554.72	Adult DVDs, BluRays, CDs for Collection
MIKE FINNIN FORD LLC	71.10	UNIT# 2619 Parts: Crankshaft Sensor
MIKE FINNIN FORD LLC	116.02	STOCK - Bushings & Auto Transmission Oil
MIKE FINNIN FORD LLC	81.26	UNIT# 2616 Oil Level Indicator Tube
MILLWORK HOTEL ASSOCIATES LLC	363.53	2532 Broadway Relocation
MILLWORK HOTEL ASSOCIATES LLC	1,070.37	1783 Heeb Relocation 2

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MILLWORK HOTEL ASSOCIATES LLC	573.24	1783 Heeb Relocation 2
Mint Green Group USA	104.55	PRO SHOP SPECIALTY ITEM
MOLO OIL COMPANY	6,591.48	Fuel Charges -Dubuque Fire Department
MOLO OIL COMPANY	28,790.38	Fuel Charges - No Cost Center Assigned
MULGREW OIL COMPANY	1,930.15	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/12/25
MULGREW OIL COMPANY	2,082.89	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/14/25
MUNICIPAL PIPE TOOL CO LLC	1,206.08	Sewer- Telescopic claw grabber 8'-24'
MUNICIPAL PIPE TOOL CO LLC	3,694.00	Sewer- Piranha sewer hose 1"x600' Orange on Plasti
MYERS-COX CO	646.81	MISC FOOD ITEMS- FLORA POOL CONCESSIONS
MYERS-COX CO	589.21	MISC FOOD ITEMS- SUTTON POOL CONCESSIONS
MYERS-COX CO	1,404.14	MISC FOOD ITEMS- FLORA POOL CONCESSIONS
MYERS-COX CO	92.63	MISC FOOD ITEMS- POD MARINA
MYERS-COX CO	138.55	MISC FOOD ITEMS- POD MARINA
NEAL REPAIR LLC	250.00	UNIT# 3455 Install Condenser Fans Support Labor
NEAL REPAIR LLC	59,000.00	UNITS # 3455, 3456 New Undercarriages for Dozers
NEAL REPAIR LLC	2,200.00	Landfill Equipment Support Labor (8) Visits
Nelson-Rudie & Associates	14,079.00	ImOn Ice Arena Dehumidification HVAC design
NETWORK COMPUTER SOLUTIONS	11,820.00	New Server
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support FY26
NICHOLS CONTROLS & SUPPLY	2,430.86	PARTS FOR BOILER MAINTENANCE
NORTHEAST IOWA SCHOOL OF MUSIC	11,588.73	FY26 Arts & Culture Operating Support Grant
NORTHEAST IOWA SCHOOL OF MUSIC	4,500.00	FY26 Arts Special Projects Grant
NORTHERN LIGHTS FOODSERVICE	400.21	MISC FOOD ITEMS- BHGC
O'REILLY AUTOMOTIVE INC	394.36	UNIT# 1920 Replace Starter in Unit
O'REILLY AUTOMOTIVE INC	(53.94)	SHOP SUPPLIES - 4 oz Brake QIET
O'REILLY AUTOMOTIVE INC	49.08	UNIT# 2618 Replace Unit V- Belts
O'REILLY AUTOMOTIVE INC	95.96	STOCK - Fluids
O'REILLY AUTOMOTIVE INC	141.81	UNIT# 1909 Fuel/Water Separator (Parts)
O'REILLY AUTOMOTIVE INC	16.99	UNIT# 4928 Tank Repair Kit
ORIGIN DESIGN CO	105,825.23	Fueling Station Improvements
ORIGIN DESIGN CO	1,444.25	Fueling Station Improvements
ORIGIN DESIGN CO	29,283.25	PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1
ORIGIN DESIGN CO	4,438.63	Fueling Station Improvements
OVERHEAD DOOR COMPANY	8,112.00	WTP GARAGE DOOR REPLACEMENT
Parsons Transportation Group Inc	7,047.73	STREETS Project
PEERLESS WELL & PUMP INC	6,390.00	PARTS/PUMP FOR SUTTON & FLORA KIDDIE POOLS
PERRILL	6,000.00	Roway software
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
Pigeon Art Center, Inc	13,319.58	FY26 Arts & Culture Operating Support Grant
Pitney Bowes Bank Inc Reserve Account	254.43	Postage Meter Rental July through September 2025
PORTZEN CONSTRUCTION INC	2,925.86	MAINTENANCING SUTTON KIDDIE POOL
Q1 MEDIA, INC	5,718.96	Airport Advertising
Q1 MEDIA, INC	9,503.58	Digital Advertisements
Q1 MEDIA, INC	10,538.73	Digital Advertisements
Q1 MEDIA, INC	8,238.73	Digital Advertisements
Q1 MEDIA, INC	8,834.25	Digital Advertisements
Quality Striping Inc	202,274.54	Runway Markings Improvement Project #1
R & J Window Cleaning LLC	275.00	WINDOW CLEANING- POD MARINA
R & J Window Cleaning LLC	275.00	WINDOW CLEANING- POD MARINA
RACOM CORPORATION	24,790.77	P3818-PVE
RAMONA J MANTERNACH	900.00	LF- Clerical Services- Mona
RILCO, Inc	3,628.75	BULK FLUIDS -
RIISING STAR THEATRE COMPANY	9,105.99	FY26 Arts & Culture Operating Support Grant
RIVER CITY STONE	274.24	BASE STONE, 3" CLEAN AND RIP RAP
RIVER CITY STONE	321.11	BASE STONE, 3" CLEAN AND RIP RAP
RIVER CITY STONE	566.40	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	769.23	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	514.32	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	285.78	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ROEDER OUTDOOR POWER EQUIPMENT	58.38	UNIT# 4052 Outsourced Labor Repair
ROEDER OUTDOOR POWER EQUIPMENT	68.68	UNIT# 4011 Mower Blade Replacement
ROEDER OUTDOOR POWER EQUIPMENT	111.79	UNIT# 4006 Gas Operated Steering Cylinder
Ryan M Scherrman	360.03	Per Diem IACP Impaired Driving & Traffic Safety
SADLER POWER TRAIN INC	334.38	UNIT# 1903 Replace Vehicle Battery
SADLER POWER TRAIN INC	265.20	Shop Use - Sontax Grease Tubes
SADLER POWER TRAIN INC	125.35	UNIT# 3405 Parts: Bendix ABS Speed Sensor Strip
SADLER POWER TRAIN INC	182.92	UNIT# 1906 Replace LED Signal Stat B/U (Parts)
SADLER POWER TRAIN INC	726.06	STOCK - Filters, Seals and Grease Tubes
SADLER POWER TRAIN INC	8.02	STOCK - License Plate Courtesy Lights
SADLER POWER TRAIN INC	486.41	UNIT# 3405 Wheel Hub Replacement Parts
SADLER POWER TRAIN INC	60.78	UNIT#1935 Tail Light Replacement Parts
SAINT MARK YOUTH ENRICHMENT	3,700.00	FY26 Arts Special Projects Grant
Save On SP, LLC	4,493.77	Savings on specialty drugs
Save On SP, LLC	2,907.37	Savings on specialty drugs
Schadl Incorporated	1,344.36	Landfill General Plumbing- Shop Pit Maint.08/08/25
SCHMITZ JANITORIAL SUPPLY	83.00	SHOP Supplies
SERVPRO OF DUBUQUE LLC	13,910.98	Water Damage Reconstruction
SHAMROCK JEWELERS	405.00	Badges and Bugles
Shatter Tactical LLC	410.00	Police Safety Supplies
ST LUKES HEALTH - UNITYPOINT CLINIC	779.00	pre-employ screening, phys, vaccine, drug/alcohol
ST LUKES HEALTH - UNITYPOINT CLINIC	42.00	pre-employ screening, phys, vaccine, drug/alcohol
STANARD AND ASSOCIATES INC	218.46	Civil Service exams
STEFFEN LAWN & SNOW	1,302.00	Lawn Mowing - City Owned Properties for 2024-2025
STRAND ASSOCIATES INC	863.00	WRRR SCADA Set Up/On Demand Svcs-FY25-26
STRAND ASSOCIATES INC	5,500.00	Phase I 2024 MCC & PLC Upgrades-WRRR
STRAND ASSOCIATES INC	461.04	WRRR SCADA Assistance-Tsk 24-06, 1154-053
STRAND ASSOCIATES INC	1,131.18	WRRR SCADA Computer Replacement-Tsk 25-06
STRAND ASSOCIATES INC	552.28	42-Inch Force Main Stabilization Proj
STRAND ASSOCIATES INC	370.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	103.45	42-Inch Force Main Stabilization Proj
STRAND ASSOCIATES INC	4,891.41	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
STRAND ASSOCIATES INC	2,707.78	WRRR Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	994.59	WRRR Roadmap-Single Shift Operations/SCADA Review
STRAND ASSOCIATES INC	5,187.43	WRRR SCADA Computer Replacement-Tsk 25-06
STRAND ASSOCIATES INC	540.09	Fire Station 5 & 6
STRAND ASSOCIATES INC	2,545.00	Structure 75 Boiler Room Modifications
SUPERION, LLC	3,290.75	Billable Travel for Training on New RMS
T & W GRINDING	2,925.00	LF- Grind Stump and Log Pile
TERRY-DURIN COMPANY	1,750.00	4" Precoil marker duct
THE DUBUQUE ADVERTISER	483.50	Blanket Purchase Order - Marketing
THE LOCKSMITH EXPRESS	130.00	NEW LOCKS/LEVER COMISKEY
THE METRIX COMPANY	339.14	Franchise Fee FY26
THEISENS INC	69.15	Transit Uniform shoes
Theodore B Kruse	218.75	Meal Stipend for Cedar Rapids Academy
THERESE H GOODMAN	3,333.33	Strategic partnerships with federal agencies 2025
Thermo King Sales & Service	265.02	UNIT# 2614 Replaced A/C Compressor
Thermo King Sales & Service	67.24	UNIT #2614 A/C Repair - Parts: #10 Splicer
Thermo King Sales & Service	23.59	UNIT# 2614 Parts for Radiator Repair
THOMPSON TIRE & RETREAD	325.72	UNIT #3405 Replace Tire
THOMPSON TIRE & RETREAD	2,656.86	UNIT #1921 Outsourced Services, Replace 4 Tires
THREE RIVERS FS INC	966.60	LF- FS Hydraulic MV ISO 68/ Suprex Gold Esp 15-40
TIMOTHY P GOTTSCHALK	150.00	SOFTBALL UMPIRE
TREMCO INC	2,940.00	ST2-Emergency Roof Repair
TRICON CONSTRUCTION GROUP	488,631.69	Old Mill Lift Station and Force Main
TRICON CONSTRUCTION GROUP	1,471,711.81	Old Mill Lift Station and Force Main
TSCHIGGFRIE EXCAVATING	308.21	EMERGENCY MAIN BREAK REPAIR - JONES & MAIN ST
UBBEN BUILDING SUPPLIES INC	3,178.74	Lath, Rebar, etc. Field Supplies
Unified Therapy Services	600.00	4 classes at the Library
UNION HOERMANN PRESS	439.00	2024 Healthy Homes Brochures

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
US Foods	1,075.90	MISC FOOD ITEMS- BHGC
VERIZON WIRELESS SERVICES LLC	358.89	Fixed Route Rangers Data
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
VitalSmarts, LC	35,685.00	Crucial Conversations in-person course materials
Voices Productions	5,668.00	FY26 Arts & Culture Operating Support Grant
Voices Productions	8,000.00	FY26 Arts Special Projects Grant
WELU PRINTING COMPANY	194.48	Conservation Practices Brochure
WELU PRINTING COMPANY	239.60	Printing Expenses
WELU PRINTING COMPANY	43.13	FY26 Welu Printing-Business Cards
WHKS AND COMPANY	2,555.93	Auburn and Custer Bidding and Construction Assista
WK CONSTRUCTION CO INC	20,060.47	Asphalt Profile Milling Services
YAMAHA MOTOR CORPORATION USA	6,944.00	FY26 GOLF CART LEASE
ZTM SOBER LIVING LLC	1,100.00	FY2025 Subrecipient Agreement_ZTM Sober Living
	<u>\$ 4,079,524.80</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
518680	8/20/2025	7G DISTRIBUTING LLC	\$	1,698.90 Alcohol purchase recreation
518680	8/20/2025	7G DISTRIBUTING LLC		1,966.95 Alcohol purchase recreation
260200057	8/27/2025	7G DISTRIBUTING LLC		1,109.45 Alcohol purchase recreation
1015585	8/27/2025	A JANE RIFE, CSR,RPR,CM		39.00 Adams Rental - Transcript Fee
1015573	8/27/2025	AECOM TECHNICAL SERVICES INC		780.84 22200328
1015598	8/27/2025	Alex Pro Firearms LLC		1,350.00 LE 012 Enhanced LE-SBR
1015589	8/27/2025	ALLENDER BUTZKE ENGINEERS INC		1,818.00 Geotechnical North Schmitt Island Collection Syste
518682	8/27/2025	ALLIANT ENERGY		40.46 FY26 2543 White SCADA Electric
518682	8/27/2025	ALLIANT ENERGY		98.95 FY26 411 E 15th St Blum Bldg Electric
518682	8/27/2025	ALLIANT ENERGY		1,831.45 FY26 535 E 16th
518682	8/27/2025	ALLIANT ENERGY		28.52 FY26 2356 Washington St Electric
518682	8/27/2025	ALLIANT ENERGY		72.15 Blanket Purchase Order - Monthly Electric Service
518682	8/27/2025	ALLIANT ENERGY		15.01 Blanket Purchase Order - Monthly Electric Service
518682	8/27/2025	ALLIANT ENERGY		44.04 FY 26 Electric 431 Rhomberg
518725	8/27/2025	AMERIBEN		494.42 AMBULANCE REFUND
1015604	8/27/2025	Anne Marie Greenwood		28.28 MILEAGE REIMBURSEMENT
518712	8/27/2025	AT&T Mobility National Accounts, LLC		2,012.98 AT&T FirstNet Engineering
1015599	8/27/2025	Axon Enterprise, Inc.		84,379.71 Taser Annual Fees
1015599	8/27/2025	Axon Enterprise, Inc.		13,731.21 Car Cameras for SRO Vehicles
518698	8/27/2025	B L MURRAY COMPANY INC		44.45 Cleaning Supplies
1015565	8/20/2025	BARD MATERIALS CENTRAL		37.08 Various Concrete Products
1015565	8/20/2025	BARD MATERIALS CENTRAL		90.01 Various Concrete Products
1015565	8/20/2025	BARD MATERIALS CENTRAL		182.53 Various Concrete Products
1015565	8/20/2025	BARD MATERIALS CENTRAL		532.71 CONCRETE FOR SIDEWALK AT VETERANS MEMORIAL
1015565	8/20/2025	BARD MATERIALS CENTRAL		120.79 CONCRETE FOR EPP-STORM DAMAGE
1015565	8/20/2025	BARD MATERIALS CENTRAL		663.68 CONCRETE UNDER ASPHALT PATCH-EMERGENCY WM BREAK
260200054	8/21/2025	BC/BS OF IOWA/WELLMARK		215,334.67 Wellmark Weekly
518726	8/27/2025	BCBS OF IA		628.55 AMBULANCE REFUND
518717	8/27/2025	Benavate, Inc.		34,560.00 Neighborly Software-see attachment for contract in
1015566	8/20/2025	BEST BEST & KRIEGER LLP		1,162.50 legal services for cell towers negotiations
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		63.10 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		49.87 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		76.93 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.91 Blanket Purchase Order - Monthly Gas Service
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		47.95 Blanket Purchase Order - Monthly Gas Service
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		47.11 Blanket Purchase Order - Monthly Gas Service
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		45.43 Blanket Purchase Order - Monthly Gas Service
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.91 Blanket Purchase Order - Monthly Gas Service
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		538.37 NATURAL GAS FOR FY26
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		93.39 NATURAL GAS FOR FY26
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.95 NATURAL GAS FOR FY26
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.95 NATURAL GAS FOR FY26
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.95 NATURAL GAS FOR FY26
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.91 FY2026 BLANKET PO - GAS COSTS
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		46.69 FY2026 BLANKET PO - GAS COSTS
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		44.17 FY2026 BLANKET PO - GAS COSTS
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.91 FY2026 BLANKET PO - GAS COSTS
1015570	8/27/2025	BLACK HILLS/IOWA GAS UTILITY CO		42.86 FY26 Gas Service for 300 Main, Suite 330
518723	8/27/2025	Brad Shannon		150.00 Per Diem FBINAA School Shooting Prevention
1015602	8/27/2025	Brittney Hayes		52.08 MILEAGE REIMBURSEMENT
518683	8/27/2025	BUTT'S FLORIST & GREENHOUSE		55.00 WEEKLY FLOWER ARRANGEMENT
518683	8/27/2025	BUTT'S FLORIST & GREENHOUSE		55.00 WEEKLY FLOWER ARRANGEMENT
518683	8/27/2025	BUTT'S FLORIST & GREENHOUSE		55.00 WEEKLY FLOWER ARRANGEMENT
518683	8/27/2025	BUTT'S FLORIST & GREENHOUSE		55.00 WEEKLY FLOWER ARRANGEMENT
518683	8/27/2025	BUTT'S FLORIST & GREENHOUSE		55.00 WEEKLY FLOWER ARRANGEMENT
1015569	8/20/2025	CAPITAL SANITARY		191.12 Janitorial Supplies
1015569	8/20/2025	CAPITAL SANITARY		9.70 Janitorial Supplies
1015569	8/20/2025	CAPITAL SANITARY		689.31 Janitorial Supplies
1015569	8/20/2025	CAPITAL SANITARY		755.00 Janitorial Supplies - JOTC building
1015569	8/20/2025	CAPITAL SANITARY		213.90 Janitorial Supplies - JOTC building
1015569	8/20/2025	CAPITAL SANITARY		276.75 Janitorial Supplies - JOTC building
1015569	8/20/2025	CAPITAL SANITARY		997.72 JANITORIAL SUPPLIES FOR PARKS
1015569	8/20/2025	CAPITAL SANITARY		137.26 Janitorial supplies for Water Plant
1015569	8/20/2025	CAPITAL SANITARY		255.79 MISC SUPPLIES- BHGC
1015614	8/27/2025	CAPITAL SANITARY		274.90 JANITORIAL SUPPLIES FOR PARKS
1015614	8/27/2025	CAPITAL SANITARY		31.60 HDQ-Janitorial Supplies
1015614	8/27/2025	CAPITAL SANITARY		55.34 Bathroom toiletries for library restrooms
1015614	8/27/2025	CAPITAL SANITARY		306.40 POOL SUPPLIES
1015614	8/27/2025	CAPITAL SANITARY		116.56 Janitorial Supplies - Intermodal
1015614	8/27/2025	CAPITAL SANITARY		107.48 Janitorial supplies for Water Plant
1015597	8/27/2025	CELLEBRITE USA INC		4,607.50 Cellebrite Inseyets
260200017	8/18/2025	CENTURY LINK		85.52 FY26 CL Phone Charges
260200022	8/19/2025	CENTURY LINK		1.70 FY26 CL Phone Charges
260200023	8/19/2025	CENTURY LINK		199.48 FY26 CL Phone Charges
518721	8/27/2025	Chris Plaisted Sculpture LLC		200.00 aotr reimb per bs
1015583	8/27/2025	CHRISTOPHER J LESTER		305.69 PARTIAL JUNE & FULL JULY MILEAGE FOR CHRIS LESTER
1015571	8/27/2025	CINTAS CORP		313.89 Mats, Cloths, shop towels JOTC FY26
1015601	8/27/2025	Clark Egdorf		382.00 Per Diem Cellebrite Training Inseyets Courses
1015568	8/20/2025	COMELEC INTERNET SERVICES		126.45 COMELEC INTERNET SERVICE FY26
1015587	8/27/2025	CORI L BURBACH		233.74 7/8 IaCMA Summer Conference_Decorah_CB

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1015556	8/20/2025	CRESCENT ELECTRIC	963.82	Lighting and Ballasts
1015608	8/27/2025	DARKHORSE EMERGENCY LP	20,000.00	Data Analytics Software for FY26
1015608	8/27/2025	DARKHORSE EMERGENCY LP	22,550.00	Data Analytics Software for FY26
1015572	8/27/2025	DELTA DENTAL OF IOWA	1,458.78	FY26 Delta Dental - September 2025
1015588	8/27/2025	DEMMEER OIL COMPANY	9,051.39	UNLEADED FUEL- POD MARINA
1015594	8/27/2025	DERBY GRANGE LLC	17,485.41	housing TIF rebates
518684	8/27/2025	DESMAN, INC	2,000.00	Iowa St. Parking Ramp Major Maintenance Repairs
1015600	8/27/2025	Discover Products Inc.	44.00	Subpoena for Records
518727	8/27/2025	DOROTHY SCHMALTZ	307.57	AMBULANCE REFUND
518685	8/27/2025	DUBUQUE COMMUNITY SCHOOL DIST	2,015.24	Franchise Fee FY26
518703	8/27/2025	DUBUQUE COUNTY E911 BOARD	1,963.71	FY2026 BLANKET PO - MONTHLY EDACS ACCESS FEE
518703	8/27/2025	DUBUQUE COUNTY E911 BOARD	93.51	Dubuque County 911
518703	8/27/2025	DUBUQUE COUNTY E911 BOARD	93.51	FY26 Radio System Fee
518686	8/27/2025	DUBUQUE COUNTY RECORDER	37.00	2025-00007060 Recording Fees
518707	8/27/2025	DUBUQUE DREAM CENTER	15,750.00	FY26 COS dream ctr
1015557	8/20/2025	DUBUQUE FIRE EQUIPMENT INC	269.50	Fire extinguisher service MFC
1015557	8/20/2025	DUBUQUE FIRE EQUIPMENT INC	290.00	Fire extinguisher service Fed Bldg
518709	8/27/2025	DUBUQUE SOUTH POINTE LLC	15,768.79	housing TIF rebates
1015567	8/20/2025	DUBUQUELAND DOOR COMPANY	1,936.33	MSC- Maintenance door #3 08/04/25
518706	8/27/2025	EMPLOYEE & FAMILY RESOURCES INC	850.00	Mediation sessions with Scarlett Lunning
518716	8/27/2025	Eocene Environmental Group	1,858.49	Enviro North Schmitt Island Collection System
518722	8/27/2025	EXCEPTIONAL PERSONS INC.	50.00	Kids Expo Fall 2025
518708	8/27/2025	FITZGERALD FREELANCE LLC	13,800.00	West Blum Window Removal
1015605	8/27/2025	Foundation 2, Inc.	42,744.00	Annual Fee 50% for Enforcement Liaison
1015593	8/27/2025	FOUNTAIN OF YOUTH PROGRAM	15,750.00	FY2026 COS foy
518688	8/27/2025	GREATER DUBUQUE DEVELOPMENT CORP	105,500.00	FY26 COS GDCC ED Svcs
518688	8/27/2025	GREATER DUBUQUE DEVELOPMENT CORP	221,500.00	FY26 COS GDCC "2027"
518689	8/27/2025	HOLY FAMILY CATHOLIC SCHOOLS	56.20	Franchise Fee FY26
518689	8/27/2025	HOLY FAMILY CATHOLIC SCHOOLS	2,463.81	Franchise Fee FY26
518689	8/27/2025	HOLY FAMILY CATHOLIC SCHOOLS	5,000.00	YCAF-Emergency Preparedness Kits
1015595	8/27/2025	ID WHOLESALER	1,263.79	ID Badge Supplies
260200049	8/15/2025	IOWA BEVERAGE SYSTEMS INC	856.45	Alcohol Purchases - Recreation
260200056	8/22/2025	IOWA BEVERAGE SYSTEMS INC	722.65	Alcohol Purchases - Recreation
518690	8/27/2025	IOWA DEPT OF TRANSPORTATION	105.48	Paper for MCTs
518720	8/27/2025	Iron Creek Group LLC	2,279.17	FY26 Rent for 300 Main, Suite 330
518687	8/27/2025	JAMES J GRAVES	165.00	Remove Decals from 1838
518719	8/27/2025	John Merigian	200.00	aotr reimb pr bs
518681	8/26/2025	JQ Construction LLC	159,054.83	LEAD SERVICE LINE REPL. PROJ-PHASE 1 CONSTRUCTION
518681	8/26/2025	JQ Construction LLC	194,898.68	LEAD SERVICE LINE REPL. PROJ-PHASE 1 CONSTRUCTION
518728	8/27/2025	KARI FLATNESS	166.75	AMBULANCE REFUND
1015558	8/20/2025	KONE INC	210.00	FY26 Engine House Elevator Service
1015558	8/20/2025	KONE INC	271.84	Elevator Maintenance
1015609	8/27/2025	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
1015558	8/20/2025	KONE INC	200.00	Elevator Maintenance - FY26
518715	8/27/2025	Kwik Trip Inc	49,911.93	Fuel Purchases -Kwik Trip Contract -
518692	8/27/2025	LIME ROCK SPRINGS CO	211.46	BEVERAGES THROUGH JUNE 2026
518729	8/27/2025	LINDA BEAU	40.00	AMBULANCE REFUND
518693	8/27/2025	LORAS COLLEGE	5,648.96	Franchise Fee FY26
518693	8/27/2025	LORAS COLLEGE	117.30	Franchise Fee FY26
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	1,776.45	Energy Costs
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	101.47	Energy Costs
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	242.99	FY2026 BLANKET PO - ELECTRICITY COSTS
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	462.31	FY2026 BLANKET PO - ELECTRICITY COSTS
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.00	Blanket Purchase Order - Monthly Electric Service
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.17	Blanket Purchase Order - Monthly Electric Service
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	314.75	Blanket Purchase Order - Monthly Electric Service
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	86.27	Blanket Purchase Order - Monthly Electric Service
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	1,444.44	Blanket Purchase Order - Monthly Electric Service
1015559	8/20/2025	MAQUOKETA VALLEY ELECTRIC COOP	84.04	Electrical Svc - Airport Lift Station - FY26
1015610	8/27/2025	MAQUOKETA VALLEY ELECTRIC COOP	490.50	FY2026 BLANKET PO - ELECTRICITY COSTS
518694	8/27/2025	MARTIN EQUIPMENT OF IL INC	332.16	UNIT #3456 Replace 36" Track Pad
518694	8/27/2025	MARTIN EQUIPMENT OF IL INC	4,225.56	UNIT# 3455 Replacement Parts:
518694	8/27/2025	MARTIN EQUIPMENT OF IL INC	2,516.55	UNIT# 3209 Replace Hydraulic Motor
518694	8/27/2025	MARTIN EQUIPMENT OF IL INC	1,895.19	UNIT# 3209 Vehicle Replacement Parts:
518694	8/27/2025	MARTIN EQUIPMENT OF IL INC	2,012.56	UNIT# 3456 Replacement Parts:
518694	8/27/2025	MARTIN EQUIPMENT OF IL INC	1,943.02	UNIT# 4929 Oil Lines
1015603	8/27/2025	Martin Fitzpatrick	51.00	Travel Reimbursement to Attend National Academy
1015575	8/27/2025	MCDERMOTT EXCAVATING	3,925.00	STOP BOX REPAIRS
518730	8/27/2025	MEDICAL ASSOCIATES	544.34	AMBULANCE REFUND
518695	8/27/2025	MEDICAL ASSOCIATES CLINIC PC	1,800.00	Jul 2025 Wellness Visits
518695	8/27/2025	MEDICAL ASSOCIATES CLINIC PC	3,424.00	pre-employ screening, phys, vaccine, drug/alcohol
1015584	8/27/2025	MIDWEST ALARM SERVICES INC	393.02	Service Call
518710	8/27/2025	MILLWORK HOTEL ASSOCIATES LLC	1,336.08	1783 Heeb Relocation 2
518710	8/27/2025	MILLWORK HOTEL ASSOCIATES LLC	927.06	1783 Heeb Relocation 2
518710	8/27/2025	MILLWORK HOTEL ASSOCIATES LLC	1,127.06	2532 Broadway Relocation
518710	8/27/2025	MILLWORK HOTEL ASSOCIATES LLC	1,087.17	2532 Broadway Relocation
518710	8/27/2025	MILLWORK HOTEL ASSOCIATES LLC	640.44	2532 Broadway Relocation
518696	8/27/2025	MIRACLE CAR WASH CORP	122.08	FY26 Police Vehicle Car Washes
518714	8/27/2025	Miranda Onofre	56.14	MILEAGE REIMBURSEMENT
518731	8/27/2025	MOLINA HEALTHCARE OF IOWA	2,039.22	AMBULANCE REFUND

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
518697	8/27/2025	MULGREW OIL COMPANY	355.39	UNLEADED & DIESEL FUEL- BHGC
518697	8/27/2025	MULGREW OIL COMPANY	593.21	UNLEADED & DIESEL FUEL- BHGC
1015576	8/27/2025	MUNICIPAL PIPE TOOL CO LLC	652.17	Sewer- Telescopic claw grabber 8'-24'
1015560	8/20/2025	MUTUAL WHEEL COMPANY	2,328.52	#1921 Brake Shoes and RS Shoe Kit
1015560	8/20/2025	MUTUAL WHEEL COMPANY	80.00	UNIT# 1921 Replace Slack Adjustor
518732	8/27/2025	NORMA JEAN KIRPES	255.10	AMBULANCE REFUND
1015577	8/27/2025	O'TOOLE OFFICE SUPPLY COMPANY	25.80	Name Plates HPC
518700	8/27/2025	PRAIRIE FARMS	754.39	Franchise Fee FY26
518700	8/27/2025	PRAIRIE FARMS	4,531.57	Franchise Fee FY26
518700	8/27/2025	PRAIRIE FARMS	715.50	Franchise Fee FY26
518700	8/27/2025	PRAIRIE FARMS	4,150.62	Franchise Fee FY26
1015578	8/27/2025	RACOM CORPORATION	48.10	Leather case belt
1015578	8/27/2025	RACOM CORPORATION	902.72	Emergency radio and battery equipment
518691	8/27/2025	RONDELINI MUSIC	3,158.00	PA System for projecting and sending audio for liv
518705	8/27/2025	ROUSSELOT INC	598.21	Franchise Fee FY26
1015606	8/27/2025	Routeware, Inc.	33,197.04	Software Renewal
518699	8/27/2025	SADLER POWER TRAIN INC	29.44	UNIT# 2615 Continuous Solenoid Starter
518699	8/27/2025	SADLER POWER TRAIN INC	396.85	UNT# 3458 Outsourced Service, Driveshaft U Joint
1015607	8/27/2025	Samsara Inc	89,309.30	Vehicle Tracking Software & Hardware
1015591	8/27/2025	SAMUEL J JANECKE	160.00	Travel Reimbursement to Attend Regional EMS Conf
1015561	8/20/2025	SCOTT PRINTING	685.00	FOG Pump Out (Manifest) Forms
518678	8/19/2025	Secura Insurance Company	771.00	Commercial Protection/Umbrella Liability
260200051	8/14/2025	SID'S	286.86	Bunker Hill Alcohol
260200055	8/20/2025	SID'S	312.28	Bunker Hill Alcohol
260200003	8/15/2025	SISCO	230.00	FY26 STD Ins Prem - August 2025
518733	8/27/2025	STATE FARM AUTO INSURANCE	792.00	AMBULANCE REFUND
1015596	8/27/2025	STONE HOLLOW	280.00	Kennel for Nitro
1015596	8/27/2025	STONE HOLLOW	320.00	Boarding Zeke
1015579	8/27/2025	STRAND ASSOCIATES INC	51,875.36	Schmitt Island Sanitary Project
1015579	8/27/2025	STRAND ASSOCIATES INC	239.21	Ruby Sutton Second Floor Structural Engineering
1015579	8/27/2025	STRAND ASSOCIATES INC	425.51	Masonry Repairs - City Hall, MFC, Old Engine House
1015611	8/27/2025	STREICHERS INC	85.59	Protech Tactical Pouch
1015611	8/27/2025	STREICHERS INC	408.05	Chemical Replacements
1015611	8/27/2025	STREICHERS INC	4,080.94	Launcher & Projectiles for training
1015592	8/27/2025	SUPERION, LLC	1,080.00	RMS MCT Licenses
1015592	8/27/2025	SUPERION, LLC	1,500.00	RMS MCT Licenses
1015562	8/20/2025	TELEGRAPH HERALD	689.44	Publication Expenses
1015562	8/20/2025	TELEGRAPH HERALD	3,123.00	Denver Air Conn Marketing - New service ORD-DBQ
1015612	8/27/2025	TELEGRAPH HERALD	250.00	Job Fair
1015612	8/27/2025	TELEGRAPH HERALD	1,216.47	March - June 2025
1015612	8/27/2025	TELEGRAPH HERALD	54.31	FY2026 AAP Amendment #1 Public Hearing Notice
518704	8/27/2025	TIMOTHY J WITTSTOCK	99.00	Glove order for patrol
1015574	8/27/2025	TRAVIS F KRAMER	140.00	Per Diem IAPE Management training
1015590	8/27/2025	TRAVIS F SMITH	8,186.00	FY26 Lawn Mowing Services
1015563	8/20/2025	TRUCK COUNTRY OF IOWA INC	61.74	UNIT# 3411 New Parts: Torque Arm Kit
1015563	8/20/2025	TRUCK COUNTRY OF IOWA INC	880.46	UNIT# 3236 Parts: Brake Shoe Kits & Drums
1015563	8/20/2025	TRUCK COUNTRY OF IOWA INC	92.39	STOCK - Refuse Trucks Fuel Filters & Elements
1015563	8/20/2025	TRUCK COUNTRY OF IOWA INC	141.35	UNIT# 2504 Replace Wiring Harness
1015613	8/27/2025	TRUCK COUNTRY OF IOWA INC	1,144.83	UNIT# 3403 Outsourced Labor Replace Wire Harness
1015613	8/27/2025	TRUCK COUNTRY OF IOWA INC	79.98	STOCK - Refuse Packers
518711	8/27/2025	TYLER TECHNOLOGIES, INC	120.00	Tyler Services
518711	8/27/2025	TYLER TECHNOLOGIES, INC	30.00	Tyler Services
518711	8/27/2025	TYLER TECHNOLOGIES, INC	15.00	Tyler Services
518711	8/27/2025	TYLER TECHNOLOGIES, INC	15.00	Tyler Services
518711	8/27/2025	TYLER TECHNOLOGIES, INC	800.00	Tyler Services
518711	8/27/2025	TYLER TECHNOLOGIES, INC	1,750.00	Tyler Services
518701	8/27/2025	UNIVERSITY OF DUBUQUE	259.32	Franchise Fee FY26
518701	8/27/2025	UNIVERSITY OF DUBUQUE	7,632.92	Franchise Fee FY26
518718	8/27/2025	US Foods	1,080.25	MISC FOOD ITEMS- BHGC
518702	8/27/2025	VERIZON WIRELESS SERVICES LLC	388.16	Blanket Purchase Order - Monthly Data Charges
1015586	8/27/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
518724	8/27/2025	WANG, YIYI	44.60	UB REFUND
1015580	8/27/2025	WARTBURG THEOLOGICAL SEMINARY	697.64	Franchise Fee FY26
1015580	8/27/2025	WARTBURG THEOLOGICAL SEMINARY	47.81	Franchise Fee FY26
518713	8/27/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
1015581	8/27/2025	WELU PRINTING COMPANY	273.49	Asphalt Overlay Postcard #6 with Mailing Services
1015564	8/20/2025	WENZEL TOWING SERVICE	195.00	UNIT #2602 Heave Duty (Bus) Tow to City Garage
1015564	8/20/2025	WENZEL TOWING SERVICE	260.00	UNIT #3411 Vehicle Breakdown Requiring Tow Service
1015564	8/20/2025	WENZEL TOWING SERVICE	260.00	UNIT# 1998 Heavy Duty Tow to City Garage
518679	8/19/2025	West Bend Insurance Company	100.00	Concessionaire Bond
1015582	8/27/2025	WHKS AND COMPANY	7,019.69	RUSTIC POINT PARK DESIGN AND DEVELOPMENT
1015582	8/27/2025	WHKS AND COMPANY	464.10	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
			\$	1,597,279.29

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE: Intent to Apply for Local Housing Trust Funds through Iowa Finance Authority for 2026

SUMMARY: City Attorney recommending City Council approval to apply for Local Housing Trust Fund dollars in the amount of \$253,317.00 from the Iowa Finance Authority for calendar year 2026.

RESOLUTION Authorizing Submittal Of The Application For Local Housing Trust Funds To The Iowa Finance Authority

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

ATTACHMENTS:

1. CB Memo
2. Intent to Apply Local Housing Trust Fund 2026 - Memo
3. Intent to Apply LHTF 2026 - Resolution



TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: Intent to apply for Local Housing Trust Fund 2026

DATE: August 28, 2025

Interim Housing & Community Development Director Sandi Fowler is recommending City Council approval to apply for Local Housing Trust Fund dollars in the amount of \$253,317.00 from the Iowa Finance Authority for calendar year 2026. A 25% local match is required and will come from Greater Downtown TIF.

The Local Housing Trust Fund Advisory Committee will hold a Public Hearing for the application on Wednesday, September 10, 2025, and such application is pending approval by the Committee for submittal.

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

CB:sv

Attachment

cc: Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing & Community Development Director
Maddy Haverland, Urban Development & Housing Rehabilitation Project Manager
Jennifer Larson, Chief Financial Officer
Nathan Kelleher, Budget/Financial Analyst

TO: Crenna Brumwell, City Attorney

FROM: Sandi Fowler, Interim Housing & Community Development Dept Director

SUBJECT: Intent to apply for Local Housing Trust Fund 2026

DATE: August 26, 2025

INTRODUCTION

The purpose of this memorandum is to request approval to apply for Local Housing Trust Fund dollars through the Iowa Finance Authority for calendar year 2026.

DISCUSSION

The City of Dubuque's Local Housing Trust Fund is an entitlement community through Iowa Finance Authority's State Housing Trust Fund allocation. This funding is calculated on a formula that includes an allocation based on the population of the area served and requires a 25% local match, funded through Greater Downtown TIF.

Anticipated Amount: \$253,317.00
Match Required: Yes
Match Funding Source: Greater Downtown TIF
Match Amount: \$63,330.00
Application Due Date: October 1, 2025
Anticipated Notification Date: December 12, 2025
Anticipated Receipt of money: January 1, 2026
Departments Involved: Housing and Community Development

GRANT OBJECTIVE

The goal of the Local Housing Trust Fund is to increase access to and quality of affordable housing in the Dubuque Community. This is entitlement funding from the State Housing Trust Fund to our Local Housing Trust Fund for calendar year 2026. This funds homeowner rehabilitation, housing stabilization, and new housing creation within the city limits of Dubuque.

CITY COUNCIL GOAL ADDRESSED

Council Goal: Livable Neighborhoods and Housing: Great Places to Live

Outcome(s)

Have safe, healthy, inclusive neighborhoods citywide

Value(s)

Protection of home and property values

RECCOMENDATION

I am requesting approval to apply for Dubuque's 2026 allocation of Local Housing Trust Fund dollars for calendar year 2026.

CC: Jennifer Larson, Chief Financial Officer
Nathan Kelleher, Budget/Financial Analyst

Prepared by Maddy Haverland, Urban Development & Housing Rehabilitation Project Manager

RESOLUTION NO. ____ - 25

RESOLUTION AUTHORIZING SUBMITTAL OF THE APPLICATION FOR LOCAL HOUSING TRUST FUNDS TO THE IOWA FINANCE AUTHORITY

Whereas, the City of Dubuque administers a Local Housing Trust Fund; and

Whereas, the City of Dubuque proposes to continue administering the Local Housing Trust Fund, to apply for funds from the Iowa Finance Authority for Local Housing Trust Fund for their Fiscal Year 2026; and

Whereas, the Local Housing Trust Fund Advisory Committee will hold a public hearing for the application on September 10, 2025, and such application is pending approval by the Committee for submittal.

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

Section 1. That the Local Housing Trust Fund Advisory Committee Chair and the City Attorney are hereby authorized to submit the application for Local Housing Trust Funds to the Iowa Finance Authority.

Passed, approved and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: Grand River Center Floor Slab Lifting & Leveling Project - Acceptance of Public Improvement Construction Contract

SUMMARY: City Manager recommending City Council adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$73,286.20 to Keller North America, Inc., for the Grand River Center Floor Slab Lifting & Leveling Project.
RESOLUTION Accepting The Grand River Center Floor Slab Lifting & Leveling Project

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

ATTACHMENTS:

1. MVM Memo_Updated_Uploaded 8.29.25
2. MVM Memo
3. 2025 Grand River Center Floor Settlement Lift Leveling Project - Acceptance Memo
4. 2025 Grand River Center Floor Settlement Lift Leveling Project - Acceptance Resolution
5. 2025 Grand River Center Floor Settlement Lift Leveling Project - Engineers Certificate
6. 2025 Grand River Center Floor Settlement Lift Leveling Project - Keller COUNCIL FINAL

TO: The Honorable Mayor and City Council Members

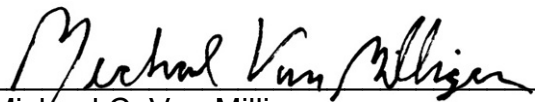
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grand River Center Floor Slab Lifting & Leveling Project
Acceptance of Public Improvement Construction Contract
Project No. 3346000014

DATE: August 27, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$73,286.20 to Keller North America, Inc., for the Grand River Center Floor Slab Lifting & Leveling 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
Robert Schiesl, Assistant City Engineer
Stephen Fehsal, Interim Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager

TO: The Honorable Mayor and City Council Members

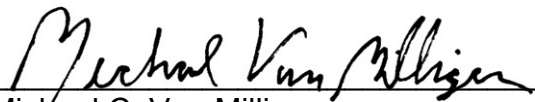
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grand River Center Floor Slab Lifting & Leveling Project
Acceptance of Public Improvement Construction Contract
Project No. 3346000014

DATE: August 27, 2025

City Engineer Marie Ware is recommending City Council adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$73,286.20 to Keller North America, Inc., for the Grand River Center Floor Slab Lifting & Leveling 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
Robert Schiesl, Assistant City Engineer
Stephen Fehsal, Interim Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
Gus Psihoyos, City Engineer

FROM: Robert Schiesl, Assistant City Engineer

SUBJECT: Grand River Center Floor Slab Lifting & Leveling Project
Acceptance of Public Improvement Construction Contract
Project No. 3346000014

DATE: August 26, 2025

INTRODUCTION

The attached resolution for the acceptance of the public improvement construction contract for the Grand River Center Floor Slab Lifting & Leveling Project.

BACKGROUND

In 2013, the City completed a comprehensive Settlement Remediation Project at the Grand River Convention Center. Since that time, staff would regularly observe and monitor the interior walls and main floor areas for any signs of floor slab movement or settlement. In January 2025, City staff completed a floor elevation survey of the interior main floor areas of the entrance lobby, pre-function space, restrooms, administrative offices, and the water / sprinkler mechanical room. The survey results indicated there was a variance of ¼" to ¾" of settlement at various location on the main floor, with much of the noted settlement in the general vicinity of the escalator.

As a proactive preventive maintenance program, the City recently completed a Floor Slab Lifting & Leveling Project at the Grand River Center which utilized a 2-part expanding polyurethane foam which was injected beneath the interior concrete floor slabs to fill any potential minor voids, while lifting and re-leveling the floor slab. Approximately 5,800 pounds of high-density polyurethane foam grout was used to raise and re-level the interior main floor areas of the entrance lobby, pre-function space, restrooms, administrative offices, and the water / sprinkler mechanical room.

DISCUSSION

The Grand River Center Floor Slab Lifting & Leveling Project was completed by Keller North America, Inc. of Commerce City, CO in the final contract amount of \$73,286.20. This is a 25.4% increase over the original contract amount of \$58,420.00. The increase was due to additional working days needed to complete the work. The original cost proposal included an estimated 4 working day shifts at \$5,755 per day, however the actual number of working shifts used was 7 days.

RECOMMENDATION

I recommend that the City Council accept the improvements and authorize the payment of the final contract amount of \$73,286.20 to Keller North America, Inc. for the Grand River Center Floor Slab Lifting & Leveling Project.

BUDGET IMPACT

The summary of project costs for the Grand River Center Floor Slab Lifting & Leveling Project is as follows:

Description	Award	Final
Construction Contract	\$ 58,420.00	\$ 73,286.20

The project funding is summarized below:

Project No.	Fund Description	Fund Amount
3346000014	GRC Public Restroom Remodels	\$ 73,286.20
	Total Project Funding	\$ 73,286.20

REQUESTED ACTION

The City Council is requested to adopt the attached resolution accepting the improvements and authorize the final payment of the contract amount of \$73,286.20 to Keller North America, Inc., for the Grand River Center Floor Slab Lifting & Leveling Project.

cc: Marie Ware, Leisure Services Manager

RESOLUTION NO. -25

ACCEPTING THE GRAND RIVER CENTER FLOOR SLAB LIFTING & LEVELING PROJECT

WHEREAS, the public improvement contract for the Grand River Center Floor Slab Lifting & Leveling Project (the Project) has been completed by the Contractor, Keller North America, Inc. of Commerce City, CO, (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 \$73,286.20;

WHEREAS, the Contractor has previously been paid \$69,621.89, leaving a balance of \$3,664.31; 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 \$1,496.26 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 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF GRAND RIVER
CENTER FLOOR SLAB LIFTING & LEVELING PROJECT**

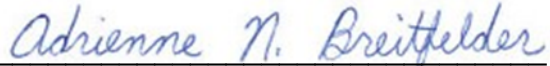
The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Grand River Center Floor Slab Lifting & Leveling Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$73,286.20.

Dated this 26th day of August 2025.

A handwritten signature in blue ink, appearing to read 'Gus Psihoyos', written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 26th day of August 2025.

A handwritten signature in blue ink, appearing to read 'Adrienne N. Breitfelder', written over a horizontal line.

Adrienne N. Breitfelder, City Clerk

City of Dubuque - Engineering Department
City Council - Final Payment Form



PAYMENT NO: COUNCIL FINAL

PROJECT NAME: 2025 GRAND RIVER CENTER SLAB JACKING PROJECT

CONTRACTOR: Keller North America, Inc.
ADDRESS: 5775 Eudora Street
CITY, STATE, ZIP: Commerce City, CO 80022

AWARDED CONTRACT AMOUNT: \$ 58,420.00
RECONCILIATION AMOUNT: \$ 14,866.20
CONTRACT AMOUNT EARNED TO DATE: \$ 73,286.20 25.4%

FINAL COST ACCEPTANCE
DATE: September 2, 2025

LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	CONTRACT			TOTAL TO-DATE		CURRENT PAY PERIOD		FINAL	
			QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1		Mobilization / Demobilization / Prep	1.0	LS	\$ 9,350.00	1.00	\$ 9,350.00		\$ -	1.00	\$ 9,350.00
2		Polyurethane Grouting Shift	4.0	EA	\$ 5,755.00	7.00	\$ 40,285.00		\$ -	7.00	\$ 40,285.00
3		Polyurethane Grouting Materials	6,363.00	LBS	\$ 4.00	5,762.80	\$ 23,051.20		\$ -	5762.80	\$ 23,051.20
4		Performance & Payment Bond	1.0	LS	\$ 600.00	1.00	\$ 600.00		\$ -	1.00	\$ 600.00
						Sub Total:	\$ 73,286.20	Sub Total:	\$ -	Sub Total:	\$ 73,286.20

BASE BID AMOUNT EARNED: \$ 73,286.20

FINAL TOTAL CONTRACT AMOUNT EARNED: \$ 73,286.20

FINAL PROJECT COST SUMMARY

AWARDED CONTRACT AMOUNT:	\$ 58,420.00
BID ITEM(S) OVER / UNDER RECONCILIATION:	\$ 14,866.20
TOTAL CONTRACT CHANGE ORDER(S):	\$ -
FINAL CONTRACT AMOUNT / TOTAL DUE CONTRACTOR:	\$ 73,286.20
ENGINEERING DESIGN SERVICES:	\$ -
ADMIN / CONSTRUCTION ENGINEERING & INSPECTION:	\$ -
TOTAL PUBLIC IMPROVEMENT CONSTRUCTION COST:	\$ 73,286.20

CERTIFICATE OF THE CITY MANAGER

I hereby certify that the above statement shows in detail the correct amount of all work required to complete the above improvement.

APPROVED: _____

Michael Van Milligen, City Manager
City of Dubuque, Iowa

CERTIFICATE OF THE CITY ENGINEER

I hereby certify that the above statement shows in detail the correct amount of all work required to complete the above improvement.

APPROVED: _____

Gus Psihoyos, City Engineer
City of Dubuque, Iowa

CERTIFICATE OF THE CONTRACTOR

The undersigned, Keller North America, Inc., the contractor for the above public improvement, does hereby accept the above "Total Due Contractor", as full settlement for all costs and claims for said public improvement construction project.

CONTRACTOR: Keller North America, Inc.

DATE: 8/25/2025

BY: Nicholas Aro

TITLE: Project Manager

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: September/October 2025 City News Newsletter

SUMMARY: City Manager providing a copy of the September/October 2025 issue of the City News newsletter, which will be mailed with City utility bills from August 13 through September 10. This issue and archived issues are available at www.cityofdubuque.org/citynews

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. September - October 2025 City News

City of Dubuque

CITY NEWS

September/October 2025

Inside This Issue

2 | Teen Programs at the MFC

Join the Civil Service Commission

Sustainable Dubuque Community Grant Program

Neighborhood Support Grant Program

Old Mill Rd. Lift Station Progress

3 | A Message from the City Manager - Infrastructure in Action: Summer Project Highlights

4 | New Faces & Retirements

Events Calendar

Join the Dubuque Police Department

National Walk, Bike, and Roll to School Day on Oct. 8

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

Attention Monday Customers!

Due to Labor Day, your trash and recycling will be collected on:

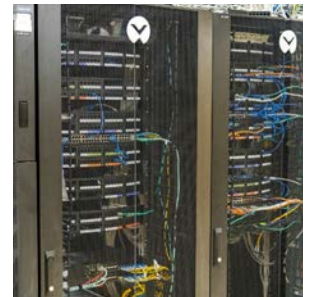
**Saturday,
August 30**

New Tier 3 Data Center

& New Location for City's Information Technology Department



The City held a ribbon-cutting and open house to celebrate the completion of the new Tier 3 data center on Tuesday, July 15.



The new data center includes 1,000 square feet to house computer servers.

In July, the City of Dubuque held a ribbon-cutting and open house to celebrate the completion of a new Tier 3 data center, which also serves as the new location for the City's information technology department.

Located at 7850 Chavenelle Rd., the new data center is part of the Bright Minds Campus, at the former Medline facility that was purchased by Dubuque Initiatives.

"This project is an example of people partnering to do great things together in this community," said Mayor Brad Cavanagh. "I want you to recognize how special that is. Not everybody can pull that off. And over and over and over again here in the Dubuque region, we do it."

The facility includes 4,800 square feet of space for the information technology department and 1,000 square feet of space for the new data center to house computer servers.

The data center hosts core equipment to support the City organization's growing technology infrastructure needs and includes available space to accommodate servers for City partner organizations. It also features a battery backup system, a new generator, smart cooling technology, and a new fire suppression system.

"Among municipalities with populations of 100,000 and less, which depicts most of the National League of Cities members, Dubuque is seen as a creative, innovative IT role model," said Ward One City Council Representative Susan Farber.

"This facility's enterprise, web-hosting feature is unique, and the City of Dubuque will be amongst the first municipalities, nationwide, to provide data center services to others."



Teen Programs

..... at the

Starting in September, Teen Hangouts and Teen Nights will resume at the Multicultural Family Center. The MFC teen programs are an opportunity for teens to meet others their age and play games, do crafts, and try new activities such as baking. The programs are free. Registration is encouraged, but not required.

Middle School Teen Hangout

Grades 6 - 8 | Mondays, 3 - 5 p.m.

Middle School Teen Nights

Grades 6 - 8 | Wednesdays, 3 - 7:15 p.m.

High School Teen Hangout

Grades 9 - 12 | Tuesdays, 3 - 5:30 p.m.

High School Teen Nights

Grades 9 - 12 | Thursdays, 3 - 7:30 p.m.

For questions, contact Teen Empowerment Coordinator Caitlin Daniels at 563-580-6947 or cdaniels@cityofdubuque.org.



Civil Service Commission

The Civil Service Commission is seeking volunteers to fill two recently added positions. This State-mandated commission provides original entrance examinations (appointments), conducts promotional examinations, and acts as an appeals board for civil service positions, including police, fire, and public safety dispatchers. Meetings are the second Wednesday of each month at 4:15 p.m.

To learn more and apply, visit

cityofdubuque.org/join. For questions, call the City Clerk's Office at 563-589-4100.



Sustainable Dubuque

Grant Applications Due Sept. 15

Sustainable Dubuque Community Grant applications are being accepted until Sept. 15. Grants for up to \$2,500 are available to assist non-profits, businesses, clubs, organizations, and groups of passionate residents in implementing their ideas to make Dubuque a more sustainable place and to support community leadership in the Sustainable Dubuque initiative.

Grants may be awarded to any group or individuals to implement a project that helps to achieve the Sustainable Dubuque vision and includes a component of community education and/or engagement.



Review the grant guidelines, application form, and scoring rubric at cityofdubuque.org/sustainability or call 563-690-6038.



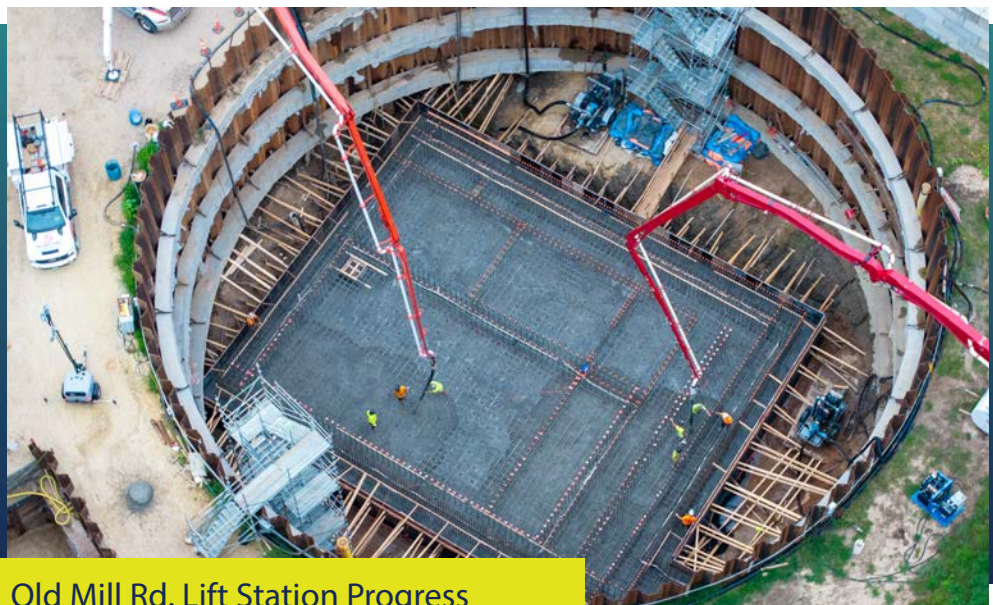
Funding Available Through

Neighborhood Support Grant Program

Neighborhood Support Grant applications are currently open. All eligible neighborhoods are encouraged to apply. The grant offers up to \$2,500 to support a wide range of community-driven projects and initiatives that strengthen neighborhoods, foster collaboration, and enhance quality of life in Dubuque. Examples of eligible activities include:

- Hosting neighborhood events that bring residents together.
- Improving shared spaces like parks or community gardens.
- Supporting programs that promote local engagement and connection.

Apply at cityofdubuque.org/neighborhoods. For questions, call the Office of Economic Mobility and Neighborhood Support at 563-690-6054.



Old Mill Rd. Lift Station Progress

On July 22, over 800 cubic yards of concrete (100 truckloads) was poured for the foundation of the Old Mill Rd. Lift Station Project. The estimated completion date for the project is December 2026.



A Message from the CITY MANAGER

Michael C. Van Milligen

Infrastructure in Action: Summer Project Highlights

For many people, summer is the season for family gatherings, vacations, and enjoying the outdoors. It's also part of City of Dubuque "construction season," when conditions are best for making progress on projects of all sizes, from replacing park equipment to major, multi-year infrastructure investments.

Three new neighborhood parks were completed this summer: Westbrook Park, English Ridge Park, and Eagle Valley Park. In all three cases, the developer of the subdivision donated the land for the park (as part of the development agreement with the City) and the costs for construction of all three parks was covered by federal American Rescue Plan Act (ARPA) funds.

A multi-year pilot project to replace approximately 575 private lead water service lines began in July with the goal of completing nearly 200 replacements this year. This project is mainly federally funded by the Environmental Protection Agency with a 49% forgivable loan and 51% low-interest loan through the Bipartisan Infrastructure Law

The Dubuque Gate and Pump Station Project on Kerper Blvd. at the 16th Street Detention basin kicked off in May. This nearly \$27 million project is funded in part by \$24.7 million in state and federal grants. It includes construction of a new flood gate and four new pumps (doubling capacity of the current pumps) to enhance the system that conveys stormwater from the Bee Branch Watershed to the Mississippi River and protects the community from flooding.

The city council held a work session on site in late July to view progress on the \$26 million first phase of the Old Mill Rd. Lift Station Project to increase capacity within the Catfish Creek sanitary sewershed. This phase will be complete by the end of 2026 and the \$17 million second phase will begin in August 2025, for a total of \$43 million for the first two phases. The photo on page two shows the magnitude of this facility which, when completed, will have the capacity to pump 20 million gallons of wastewater per day to the Water and Resource Recovery Center and can be incrementally upgraded to 30 million gallons per day to support future growth. This project is just part of an ongoing major community investment in sanitary sewer infrastructure.

Other community projects under way include the annual asphalt overlay program conducted by the public works department (nearly 10 miles of streets again this year!), ADA curb ramp projects, Kerper Blvd. and Chaplain Schmitt Island sanitary sewer improvements, and more.

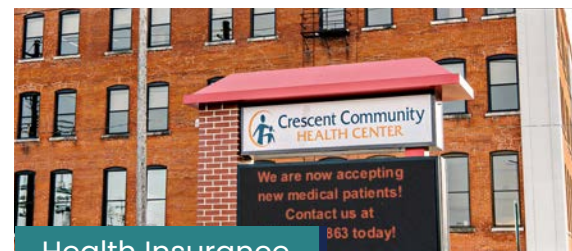
These community investment projects are supporting the investments and initiatives being led by residents, businesses, and organizations to make Dubuque a community of choice. In fact, more than \$875 million has been invested in total private residential and commercial construction countywide over just the last three years!



2025 Water Quality Report Available

The City of Dubuque Water Department has published the annual water quality report for the Dubuque water supply. The drinking water met all state and federal water quality requirements and had no drinking water violations in 2024.

The report is available online at cityofdubuque.org/water. To request a printed copy, call 563-589-4291.



Health Insurance

Enrollment Services

Crescent Community Health Center (Crescent) will once again be offering open enrollment services for the federal Health Insurance Marketplace. Appointments will be available starting Oct. 15, and open enrollment begins Nov. 1.

New this year, Crescent is a Senior Health Insurance Information Program (SHIIP) site. SHIIP sites offer one-on-one assistance, counseling, and education to Medicare beneficiaries, their families, and caregivers to help them make informed decisions. Crescent will begin SHIIP services to the community after Sept. 1.

Call Crescent Outreach and Enrollment Coordinator Angela Petsche at 563-690-2884 for more information and to schedule an appointment!

New Faces & Retirements

New City Employees

Shelly Ewert	Transit
James Jungblut	Transit
Beth Beaves	Police
Jerald Walen	Airport
Anthony Daniels	Parks Division
Dianne Sheldon	Transit
Cassandra Hensley	Library
Dale Richardson	Public Works
Benjamin Markus	Public Works
Ryan Fagan	Public Works
Adam Kafar	Public Works
Skyler Moser	Public Works
Adam Slade	Public Works
Samantha Davis	Public Works

Recent Retirees

Chris (Chet) Lawrence	Fire
Marie Ware	Parks & Recreation

New Board/Commission Members

Janice Esser	Historic Preservation Commission
Alex Kruse	Transit Advisory Board



FY26 Salary Range:

\$65,956 - \$84,572

Applications are now accepted year-round with testing opportunities multiple times per year.

- Four 10-hour work schedules
- Fully paid academy training
- Comprehensive health insurance
- Paid vacation & sick time
- 12 weeks paid parental leave
- 5% education bonus paid biweekly
- \$5,000 bonus for Certified Officers
- Abundant overtime opportunities

APPLY TODAY!



cityofdubuque.org/JoinDPD

Calendar

September

- 1** City offices closed for Labor Day
(Trash and recycling collection on Saturday, Aug. 30)
- 2** City Council Meeting, 6:30 p.m.
- 15** City Council Meeting, 6:30 p.m.

October

- 6** City Council Meeting, 6:30 p.m.
- 20** 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.



Carver Elementary School students on Walk, Bike, and Roll to School Day in May 2025. Photo provided by the Dubuque Community School District.



Wednesday, October 8

Get ready to celebrate National Walk, Bike, and Roll to School Day on Wednesday, Oct. 8. All students are invited to join in by walking, biking, or rolling their way to school. Some schools may host special events to mark the occasion, but everyone can take part in the fun. It's a great way to enjoy fresh air, get some exercise, and start the day energized!

To learn more about National Walk, Bike, and Roll to School Day, visit www.walkbiketoschool.org.

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Contract amendment for home advocacy and nursing services for HUD Lead and Healthy Homes grant
SUMMARY:	City Manager recommending City Council approve the amendment and extension of the subcontract with Dubuque Visiting Nurses Association for services related to the HUD Lead and Healthy Homes grant for the period of performance now extended through November 30, 2025.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 8.14.25 MVM from Sandi F. VNA Contract Amendment for Lead and Health Homes Grant MR's edits
3. Subcontract with VNA Lead and Healthy Homes 21-25- updated 8.13.25 REDLINED- V2
4. VNA 21 LHH Contract- Amendment 1 v3 8.14.25- signed

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Contract amendment for home advocacy and nursing services for HUD Lead and Healthy Homes grant

DATE: August 26, 2025

Interim Housing & Community Development Director Sandi Fowler is recommending City Council approve the amendment and extension of the subcontract with Dubuque Visiting Nurses Association for services related to the HUD Lead and Healthy Homes grant for the period of performance now extended through November 30, 2025.

In November 2022 the city contracted with the Dubuque Visiting Nurses Association (VNA) for services related to the HUD Lead and Healthy Homes grant for the performance period of September 1, 2022- March 30, 2025.

The city requested and received an extension for the HUD Lead Hazard Control and Healthy Homes grant IALHB0773-21 period of performance from May 30, 2025, to November 30, 2025.

In order to continue VNA services to the Lead and Healthy Homes grant program, the current VNA subcontract must be amended to extend through November 30, 2025. Several of VNA's Responsibilities are ongoing and must continue to align with the Lead and Healthy Homes Grant's Period of Performance.

The State of Iowa recently passed House File 856 (HF856) amending Iowa Code Chapter 19, which places new legal parameters on the language, practices, and programming related to diversity, equity, and inclusion (DEI) within state and local government operations. In response to this legislation, necessary adjustments have been made to the contracts to ensure full compliance while maintaining our commitment to respectful, lawful, and effective public service.

The attached redlined version of the expired contract shows the necessary changes to comply with HF856, and adds language to replace those changes. The first amendment document adds the new language and extends the period of the contract to November, 30, 2025.

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
Sandi Fowler, Interim Housing and Community Development Director



TO: Michael C. Van Milligen, City Manager

FROM: Sandi Fowler, Interim Housing and Community Development Department Director

SUBJECT: Contract amendment for home advocacy and nursing services for HUD Lead and Healthy Homes grant

DATE: August 13, 2025

INTRODUCTION

In November 2022 the city contracted with the Dubuque Visiting Nurses Association (VNA) for services related to the HUD Lead and Healthy Homes grant for the performance period of September 1, 2022- March 30, 2025. (See attached.)

BACKGROUND

The city requested and received an extension for the HUD Lead Hazard Control and Healthy Homes grant IALHB0773-21 period of performance from May 30, 2025, to November 30, 2025. (See attached.)

DISCUSSION

In order to continue VNA services to the Lead and Healthy Homes grant program, the current VNA subcontract must be amended to extend through November 30, 2025. Several of VNA's Responsibilities are ongoing and must continue to align with the Lead and Healthy Homes Grant's Period of Performance.

The State of Iowa recently passed House File 856 (HF856) amending Iowa Code Chapter 19, which places new legal parameters on the language, practices, and programming related to diversity, equity, and inclusion (DEI) within state and local government operations. In response to this legislation, necessary adjustments have been made to the contracts to ensure full compliance while maintaining our commitment to respectful, lawful, and effective public service.

The attached redlined version of the expired contract shows the necessary changes to comply with HF856, and adds language to replace those changes. The first amendment document adds the new language and extends the period of the contract to November, 30, 2025

BUDGET IMPACT

The original agreement was for \$63,000. To date, \$35,942 has been expended leaving a balance of \$27,058. These services are paid out of the HUD grant IALHB0773-21. Expending the remaining \$27,058 balance is important to meet the Lead and Healthy Homes grant benchmarks.

RECOMMENDATION

I respectfully request the City Council authorize the City Manager to sign the attached subcontract with the VNA.

**SUBCONTRACT
BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
THE DUBUQUE VISITING NURSE ASSOCIATION
FOR THE
HEALTHY HOMES AND CHILDHOOD LEAD POISONING PREVENTION PROGRAM**

This Subcontract between the City of Dubuque, Iowa and The Visiting Nurse Association (VNA) is dated for reference purposes the 3rd day of November, 2022.

Whereas, the City has entered into a contract with the Department of Housing and Urban Development (HUD) for lead hazard reduction and Healthy Homes activities to improve the housing conditions for participating clients and property owners; and

Whereas, the City of Dubuque, Iowa (City) is the Contract Administrator of the Contracts; and

Whereas, it is necessary for City to subcontract for certain work and services; and

Whereas, City now desires to enter into this Subcontract with the Visiting Nurse Association (VNA) to provide the work and services described herein upon the terms and conditions set forth herein.

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

SECTION 1. WORK AND SERVICES. City and VNA agree to provide the following work and services (the Work and Services):

1.1. City's Responsibilities. City agrees that it will provide the following services for the Healthy Homes and Childhood Lead Poisoning Prevention Program (HH & CLPPP):

- (1) Submit reports/vouchers and other reporting requirements as required by the Iowa Department of Public Health (IDPH), the Centers for Disease Control and Prevention (CDC), and the Department of Housing and Urban Development (HUD).
- (2) Provide for environmental investigations and environmental case management for lead abatement\lead hazard reduction and healthy homes interventions in housing units in the city of Dubuque, Iowa.
- (3) Provide compensation to the VNA during the term of this Agreement not to exceed \$63,000 for the performances of VNA's responsibilities as set forth herein.
- (4) Oversee and direct medical case management, healthy homes remediation, blood lead screening, and educational/outreach activities through verbal and written direction.

1.2. VNA's Responsibilities. VNA agrees to provide the following services for Healthy Homes & Childhood Lead Poisoning Prevention Program (HH & CLPPP) during the term of this Agreement for the agreed compensation:

- (1) Provide written quarterly reports and billing on lead and healthy homes activities on a form approved by the City.
- (2) Provide electronic documentation of medical case management, home advocacy, community outreach and education, and related activities into the City's Geographic Information System (GIS) lead and healthy homes database systems, Healthy Homes and Lead Poisoning Surveillance System (HHLPPS), and other related data systems as required, and of educational activities performed for each month by the 10th of the following month.
- (3) Provide for blood lead testing, medical case management, data management, and community education per IDPH protocols for participants in the HUD and Lead Hazard Reduction Program. Community education will include but not be limited to new citizen engagement opportunities, community partnerships, and maintaining the Green and Healthy Homes Resource Coalition.
- (4) Provide for client files and Home Advocate activities as described in attachment #1.
- (5) Enrollment as a Medicaid provider so that elevated blood level (EBL) inspection services provided by the City can be recovered under Medicaid as reimbursement and used as program income reimbursed to the City.

(6) ~~VNA shall support the City's efforts to be a viable, livable, and equitable community, and to advance equity and inclusion. City will provide opportunities to demonstrate this support by inviting the Executive Director of the VNA and any employees working on services covered by this agreement to participate in professional development opportunities and supporting activities such as:~~

- ~~a. The opportunity to be active and engaged participants in Inclusive Dubuque peer learning opportunities and strategic efforts;~~
- ~~b. The opportunity to attend intercultural and equity workshops offered by the City, including workshops that focus on developing an intercultural team with a strategic plan for advancing equity and inclusion within the VNA and through the VNA's work;~~

~~c. Assistance in creating status reports that demonstrate the ways in which the VNA's efforts are advancing equity and inclusion; and Access to the City's equity toolkit.~~

(6) City will provide opportunities to demonstrate this support by inviting the Executive Director of VNA and any employees working on services covered by this agreement to participate in the following professional development opportunities and supporting activities:

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(A) The opportunity to be active and engaged participants in peer-learning opportunities and strategic efforts;

(B) The opportunity to attend workshops offered or sponsored by City, including workshops that focus on developing teams and supporting organizational culture work with a focus for creating resiliency and promoting a sense of belonging within VNA and through VNA's work; and

(C) Assistance in creating quarterly status reports that demonstrate the ways in which VNA's efforts are advancing the specific community-level outcomes for which VNA is provided funding.

SECTION 2. CONTRACT POLICIES AND REQUIREMENTS. In providing the Work and Services, VNA agrees to comply with the requirements in the City Contract, including the Special Conditions, and the General Conditions, to the extent applicable to the Work and Services described in Section 1.

SECTION 3. ACCESS TO BOOKS AND RECORDS. VNA to provide access, upon reasonable notice, for the purpose of audit and examination, to its documents, papers, and records, to the extent such documents, papers, and records are related to the Work and Services, to the City, or any of their duly authorized representatives.

SECTION 4. COSTS TO BE REIMBURSED. Attached hereto is a line item CLLLP/HH Performance Measure budget of specific costs to be reimbursed under this Subcontract or other cost basis for determining the amount of the Subcontract. The Healthy Homes activities will be invoiced to the City for VNA hourly rate.

SECTION 5. INCORPORATION OF THE CONTRACT. VNA agrees that all of the provisions of the City Contract, including audit requirements, are incorporated herein by this reference and VNA shall have all of the same requirements, obligations and conditions as City with respect to VNA's Work and Services.

SECTION 6. PERIOD OF PERFORMANCE. ~~Unless terminated as provided herein, the Period of Performance for the Work and Services shall be from the the 1st day of September, through the 31st day of March 2025.~~

Unless terminated as provided herein, the Period of Performance for the Work and Services shall be from the 1st day of September, through the 30th day of November 2025.

SECTION 7. TERMINATION. Either party may terminate this Subcontract for any reason, with or without cause, upon ten (10) days written notice to the other party. In the event of termination, City shall compensate VNA for its Work and Services rendered through the

date of termination.

SECTION 8 INDEMNIFICATION.

(1) VNA agrees to defend, indemnify, and hold Department, City and Contractor, and their officers, and employees harmless from and against any and all claims of any kind arising out of or related to VNA's negligence in the performance of the Work and Services pursuant to this Subcontract.

(2) City agrees to defend, indemnify, and hold VNA and its officers, and employees harmless from and against any and all claims of any kind arising out of or related to City's negligence in the performance of the Work and Services pursuant to this Subcontract.

SECTION 9. INSURANCE. VNA shall at its expense maintain insurance in compliance with City Insurance Schedule G attached as Exhibit A.

SECTION 10. DISCRIMINATION

10.1 In carrying the services under this Agreement, VNA 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.

VNA shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 VNA agrees and will undertake whatever affirmative measures are necessary so that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with any of the funds made available to VNA under the terms of this Agreement because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

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CITY OF DUBUQUE, IOWA

VISITING NURSE ASSOCIATION

By: _____
~~Alexis Steger~~Michael C. Van Milligen
~~City Manager~~
Director of Housing
And Community Development

By: _____ Stacey Killian
~~Administrative Director~~
~~Administrative Director~~

**FIRST AMENDMENT
TO
SUBCONTRACT BETWEEN
THE CITY OF DUBUQUE
AND
DUBUQUE VISITING NURSE ASSOCIATION**

This First Amendment to Subcontract, dated for reference purposes the 2nd day of September, 2025, is made and entered into by the City of Dubuque, Iowa, (City), and the Dubuque Visiting Nurse Association, (Subcontractor).

WHEREAS, City and Subcontractor entered into a Subcontract dated November 3, 2022; and

WHEREAS, City and Subcontractor desire to amend the Subcontract as set forth herein.

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

SECTION 1.

Section 1.2 (VNA's Responsibilities) is hereby amended to read as follows; and

(6) City will provide opportunities to demonstrate this support by inviting the Executive Director of Agency and any employees working on services covered by this agreement to participate in the following professional development opportunities and supporting activities:

(A) The opportunity to be active and engaged participants in peer-learning opportunities and strategic efforts;

(B) The opportunity to attend workshops offered or sponsored by City, including workshops that focus on developing teams and supporting organizational culture work with a focus for creating resiliency and promoting a sense of belonging within Agency and through Agency's work; and

(C) Assistance in creating quarterly status reports that demonstrate the ways in which Agency's efforts are advancing the specific community-level outcomes for which Agency is provided funding.

Section 6 (PERIOD OF PERFORMANCE) is hereby amended to read as follows; and

Section 6. PERIOD OF PERFORMANCE

Unless terminated as provided herein, the Period of Performance for the Work and Services shall be from the 1st day of September, through the 30th day of November 2025.

Section 10 (DISCRIMINATION) is hereby amended to read as follows:

Section 10. DISCRIMINATION

10.1 In carrying the services under this Agreement, Agency 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.

Agency shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 Agency agrees and will undertake whatever affirmative measures are necessary so that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with any of the funds made available to Agency under the terms of this Agreement because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

SECTION 2. Except as modified herein, the Subcontract shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

Visiting Nurse Association

By: _____
Michael C. Van Milligen, City Manager

By: Stacey Killian
Stacey Killian, Administrative Director

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE: Problem Property Assessment

SUMMARY: City Manager recommending City Council adopt the attached resolution authorizing the City to certify problem property charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.
RESOLUTION Authorizing The City To Collect Delinquent Problem Property Charges In Accordance With 14-1J1 International Property Maintenance Code Section 109.5 And/Or Section 112.5 Code Of Ordinances Of The City Of Dubuque, Iowa

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

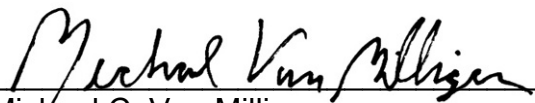
ATTACHMENTS:

1. MVM Memo
2. Council letter VABs and Problem Properties August 2025
3. VAB and Problem Property Resolution August 2025
4. VAB and Problem Property Notice Aug 2025
5. AssessmentsVAB-PP 8-25

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Problem property assessment
DATE: August 26, 2025

Acting Housing & Community Development Director Sandi Fowler is recommending City Council adopt the attached resolution authorizing the City to certify problem property charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

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
Sandi Fowler, Acting Housing & Community Development Director
Tami Ernster, Permit Clerk

DATE: August 22, 2025
TO: Michael Van Milligen, City Manager
FROM: Sandra Fowler, Housing and Community Development Department
SUBJECT: Problem property assessment

INTRODUCTION

The purpose of this memorandum is to request the City Council to adopt the attached resolution authorizing the City to certify problem property charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

DISCUSSION

14-1J1 International Property Maintenance Code Section 109.5 and/or Section 112.5 of the Code of Ordinances provides that problem properties are considered a substandard condition requiring abatement. 14-1J1 provides that the City may have the conditions abated and that the City Clerk shall certify such cost for abatement to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general taxes on said properties.

RECOMMENDATION

It is recommended that the problem property charges identified in the attached resolution be certified to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes. The action step is for the City Council to adopt the attached resolution authorizing the City Clerk to certify the problem property charges to the Dubuque County Treasurer.

Prepared by: Tami Ernster, Permit Clerk
cc: Crenna Brumwell, City Attorney

RESOLUTION NO. _____-25

AUTHORIZING THE CITY TO COLLECT DELINQUENT PROBLEM PROPERTY CHARGES IN ACCORDANCE WITH 14-1J1 INTERNATIONAL PROPERTY MAINTENANCE CODE SECTION 109.5 AND/OR SECTION 112.5 CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

WHEREAS, residential properties in the City of Dubuque are considered hazardous or unsanitary premises if problem properties are allowed to deteriorate according to 14-1J1; and

WHEREAS, whenever in the judgment of the Code Official, a nuisance that is “palpably and indisputably such” exists which requires immediate action to protect the public health, safety or welfare of the public, the Code Official may order the emergency abatement of such; and

WHEREAS, delinquent problem property charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes;

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

Section 1. That the persons listed on the attached Problem Property Assessment Schedule are delinquent in the payment of problem property charges.

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Problem Property Assessment Schedule are delinquent in the payment of problem property charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved and adopted this 2nd day of September, 2025.

Brad M Cavanaugh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**NOTICE OF FILING OF DELINQUENT PROBLEM PROPERTY CHARGES IN
ACCORDANCE WITH 14-1J1 INTERNATIONAL PROPERTY MAINTENANCE CODE
SECTION 109.5 AND/OR 112.5 OF THE CODE OF ORDINANCES OF THE CITY OF
DUBUQUE, IOWA.**

14-1J1 of the Code of Ordinances provides that vacant and abandoned buildings and problem properties are considered a substandard condition that requires that such conditions be ordered to be remedied. 14-1J1 also provides that the City shall have the authority to correct a nuisance that is “palpably and indisputably such,” without notice. 14-1J1 also provides that the City Clerk shall certify such cost for the abatement of situations where the nuisance is “palpably and indisputably such” to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general taxes on said properties.

As of June 30, 2025, the costs for a nuisance that are “palpably and indisputably such,” such as problem property charges, shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as, general property taxes.

The persons listed on the attached Problem Property Assessment schedule have unpaid problem property charges in the amount set out and said charges are delinquent.

The assessments may be paid in full or in part without interest at the Housing and Community Development Department, 350 W 6th Street, Suite 312, Dubuque, Iowa, at any time within 30 days after the date of the first publication of the notice of the filing of the Schedule of Assessments with the County Treasurer. After 30 days, unpaid assessments are payable at the County Treasurer’s Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and charges shall be collected in the same manner as general property taxes against the respective parcels of the property set forth on the attached schedule.

You are hereby notified that the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Problem property Assessment schedule are delinquent in the payment of problem property charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

This notice given by direction of the City Council of the City of Dubuque, Iowa, as provided in Section 384.60 of the Code of Iowa.

/s/Adrienne N. Breitfelder
City Clerk

Vacant or Abandoned Building Problem Property Assessments

Location		Owner	Parcel #	AMOUNT	CATEGORY
892 EDISON	LOT 50 & LOT 2-51 A STINES SUB	Keuter, Tiffany S 892 Edison St Dubuque IA 52001	1013435006	\$ 630.00	FENCE INSTALLATION AFTER FIRE
TOTAL				\$630.00	

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Grass, Weed and Garbage Assessments

SUMMARY: City Manager recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.
RESOLUTION Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. Council_Memo_January 2025
3. Grass, Weed and Garbage Resolution January 2025
4. Grass, Weed and Garbage notice - August 2025
5. Assessments Grass-Weeds-Garbage 8-25

TO: The Honorable Mayor and City Council Members

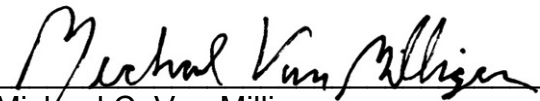
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grass and weed cutting and garbage collection assessments

DATE: August 26, 2025

Acting Housing & Community Development Director Sandi Fowler is recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

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
Sandi Fowler, Acting Housing & Community Development Director
Tami Ernster, Permit Clerk

TO: Michael C Van Milligen, City Manager

FROM: Sandra Fowler, Housing and Community Development Director

DATE: August 22, 2025

SUBJECT: Grass and weed cutting and garbage collection assessments

INTRODUCTION

The purpose of this memorandum is to request City Council to adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

INTRODUCTION

Title 6-4-3A of the Code of Ordinances provides that overgrown weeds and grass and garbage are considered a substandard condition requiring abatement. Title 6-8-2 provides that the City may have the conditions abated and provides that the City Clerk shall certify such cost for abatement to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general property taxes on said properties.

RECOMMENDATION

It is recommended that the grass and weed cutting and garbage collection charges identified in the attached resolution be certified to the Dubuque County Treasurer for collection with, and in the same manner, as general property taxes. The action step is for the City Council to adopt the attached resolution authorizing the City Clerk to certify the grass and weed cutting and garbage collection charges to the Dubuque County Treasurer.

Prepared by: Tami Ernster, Permit Clerk
cc: Crenna Brumwell, City Attorney

RESOLUTION NO. _____-25

RESOLUTION AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

WHEREAS, residential properties in the City of Dubuque are considered substandard if any conditions exist to an extent that endanger life, limb, health, property, safety or welfare of the public or the occupants thereof; and

WHEREAS, whenever in the judgment of the Housing Officer, a nuisance that is “palpably and indisputably such” exists which requires immediate action to protect the public health, safety or welfare of the public, the Housing Officer may order the emergency abatement of such; and

WHEREAS, delinquent grass and weed cutting and garbage collection charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes;

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

Section 1. That the persons listed on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges:

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved and adopted this 2nd day of September, 2025.

Brad M Cavanagh
Mayor

Attest:

Adrienne N. Breitfelder
City Clerk

NOTICE OF FILING OF DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A; TITLE 6-4-5A & TITLE 6-4-5B OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA.

Title 6-4-3A of the Code of Ordinances provides that garbage is considered a public nuisance that requires that such conditions be ordered to be remedied.

Title 6-8-2 provides that the City shall have the authority to correct a nuisance that is “palpably and indisputably such,” without notice and provides that the City Clerk shall certify such cost for the abatement of situations where the nuisance is “palpably and indisputably such” to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general taxes on said properties.

As of June 30, 2025, the costs for a nuisance that are “palpably and indisputably such,” such as delinquent grass and weed cutting and garbage collection charges, shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as, general property taxes.

The persons listed on the attached Grass/Weed/Garbage Assessment Schedule have unpaid grass and weed cutting or garbage collection charges in the amount set out and said charges are delinquent.

The assessments may be paid in full or in part without interest at the Housing and Community Development Department, 350 W 6th Street, Suite 312, Dubuque, Iowa, at any time within 30 days after the date of the first publication of the notice of the filing of the Schedule of Assessments with the County Treasurer. After 30 days, unpaid assessments are payable at the County Treasurer’s Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and charges shall be collected in the same manner as general property taxes against the respective parcels of the property set forth on the attached schedule.

You are hereby notified that the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

This notice given by direction of the City Council of the City of Dubuque, Iowa, as provided in Section 384.60 of the Code of Iowa.

Adrienne N. Breitfelder
City Clerk

Grass/Weed/Garbage Assessments

Location		Owner	Parcel #	AMOUNT	CATEGORY
574 CHESTNUT	LOT 4 M A MCDANIELS SUB	Taking Care Of Business LLC 9120 Long Tail Ln Dubuque IA 52003	1024381006	\$277.00	garbage
2135 JACKSON	LOT 1-S 36.6'-E 1/2-LOT 37 L H LANGWORTHY'S ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024208017	\$128.00	garbage
1276 JACKSON	N 1/2 LOT 58 EAST DUBUQUE ADD	Mullady, Betty Ann A/K/A Elizabeth A 1276 Jackson St Dubuque IA 52001	1024435005	\$141.00	garbage
1613 WASHINGTON	LOT 1-N 33'3" OF LOT 82 EAST DUBUQUE ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024268019	\$309.00	garbage
515 ARLINGTON	W 51'6" OF LOT 7 OF SUB LOT 809 A MCDANIELS SUB	Mct Investments LLC 8505 Southern Hills CT Dubuque IA 52003	1024340015	\$141.00	garbage
35 W 15TH ST	E 22'-S 88.4'-E 1/2-S 2/5 OF CITY LOT 454	Mansa Property Group LLC 917 North Harvey Ave Oak Park IL 60302	1024403009	\$227.00	garbage
1360 DELL	LOT 2-810 A MCDANIELS SUB	Paul, Jacob R 1005 Bluff St Dubuque IA 52001	1024340003	\$130.00	grass/weeds
2073 JACKSON	LOT 3 & LOT 2-2 OF E 1/2-LOTS 42 & 43 L H LANGWORTHY'S ADD	Stollfuss, Allison M 2073 Jackson St Dubuque IA 52001	1024213010	\$165.00	grass/weeds
2611 PINARD	LOT 285 GLENDALE ADD #3	Vesmac Holdings LLC 7941 Katy Fwy, Suite 160 Houston TX 77024	1013331008	\$130.00	grass/weeds
1225 N BOOTH	LOT 2-1 TRENKS BOOTH ST PL	Fries, Thomas A 1225 N Booth St Dubuque IA 52001	1023483017	\$165.00	grass/weeds
984 RUSH	LOT 176 UNION ADD	Delapp, Austin 984 Rush St Dubuque IA 52003	1025384011	\$165.00	grass/weeds
690 W LOCUST	LOT 1-3, 1-2 & 1-1 CONNOLLY'S SUB & LOT 1 OF PT OF CITY LOT 711	Ramham Enterprises LLC 1180 Shawford Way Elgin IL 60120	1024158017	\$235.00	grass/weeds

Grass/Weed/Garbage Assessments

2196 WHITE	FAHA PLACE & W 1/2-LOT 35 & N 1/2-W 1/2- LOT 36 L H LANGWORTHY'S ADD	Leo Dubuque LLC 1500 1st Ave NE Cedar Rapids IA 52402	1024208001	\$305.00	grass/weeds
7661 N WESTBROOK	LOT 7 WESTBROOK SUB NO 2	James, Jody C & Andrea Jo 7661 N Westbrook Dr Dubuque IA 52002	1030151019	\$165.00	grass/weeds
316 KAUFMANN	LOT 2 SIEGES SUB	Mav Investments LLC 5461 Meadow CT Dubuque IA 52002	1024131007	\$165.00	grass/weeds
900 1/2 MERZ	LOT 2-26 A STINES SUB	Lynch, Cecelia A 900 1/2 Merz St Dubuque IA 52001	1013434010	\$95.00	grass/weeds
2574 JACKSON	S 25' OF LOT 17 E LANGWORTHYS ADD	Mcdermott, Beverly J 2574 Jackson St Dubuque IA 52001	1013335002	\$165.00	grass/weeds
984 RUSH	LOT 176 UNION ADD	Delapp, Austin 984 Rush St Dubuque IA 52003	1025384011	\$165.00	grass/weeds
2635 WASHINGTON	N 1/3 OF LOT 239 & S 20'10" OF LOT 240 GLENDALE ADD #3	Hedley, Ryan M 2635 Washington St Dubuque IA 52001	1013330030	\$165.00	grass/weeds
1906 ELLIS	N 1/2 OF LOT 44 COXS ADD	Jasro LLC 1560 Langenberg Ave Iowa City IA 52240	1024180012	\$165.00	grass/weeds
900 1/2 MERZ	LOT 2-26 A STINES SUB	Lynch, Cecelia A 900 1/2 Merz St Dubuque IA 52001	1013434010	\$95.00	grass/weeds
717 LINCOLN AVE	LOT 69 COOKS ADD	Tax Partnership 33 2920 Harrison St Davenport IA 52803	1013483015	\$165.00	grass/weeds
2611 CENTRAL AVE	LOT 1-1-244 DAVIS FARM ADD	Meizler, Kimberly R 22826 Glenmoor Heights Farmington Hills MI 48336	1013314017	\$165.00	grass/weeds
2595 WHITE	LOT 2-1-238 DAVIS FARM ADD	Vaske, Donna M 2595 White St Dubuque IA 52001	1013376005	\$165.00	grass/weeds
2196 WHITE	FAHA PLACE & W 1/2-LOT 35 & N 1/2-W 1/2- LOT 36 L H LANGWORTHY'S ADD	Leo Dubuque LLC 1500 1st Ave NE Cedar Rapids IA 52402	1024208001	\$165.00	grass/weeds
1875 ST JOSEPH	BAL-E 50'-E 100'-W 250'-LOT 8 & E 50'-W 100'-E 240'-LOT 9 SISTERS ADD	Bissell, Ann E 1875 Saint Joseph St Dubuque IA 52003-7143	1026405017	\$165.00	grass/weeds

Grass/Weed/Garbage Assessments

2196 WHITE	FAHA PLACE & W 1/2-LOT 35 & N 1/2-W 1/2- LOT 36 L H LANGWORTHY'S ADD	Leo Dubuque LLC 1500 1st Ave NE Cedar Rapids IA 52402	1024208001	\$130.00	grass/weeds
1225 N BOOTH	LOT 2-1 TRENKS BOOTH ST PL	Fries, Thomas A 1225 N Booth St Dubuque IA 52001	1023483017	\$95.00	grass/weeds
90 NEVADA ST	S 50' OF LOT 10 MURPHYS SUB	Eulberg, Sally J 90 Nevada St Dubuque IA 52001	1026428001	\$95.00	grass/weeds
2611 PINARD	LOT 285 GLENDALE ADD #3	Vesmac Holdings LLC 7941 Katy Fwy, Suite 160 Houston TX 77024	1013331008	\$95.00	grass/weeds
7661 N WESTBROOK	LOT 7 WESTBROOK SUB NO 2	James, Jody C & Andrea Jo 7661 N Westbrook Dr Dubuque IA 52002	1030151019	\$95.00	grass/weeds
			TOTAL	\$5,033.00	

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	Dubuque Barge and Fleeting Service Company D/B/A Newt Marine Service for the 2025 Maintenance Dredging Project.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 25_08_19 2025 Maintenance Dredging Project Contract Documents2

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

2025 MAINTENANCE DREDGING PROJECT

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 5th day of August, 2025 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Dubuque Barge and Fleeting Service Company D/B/A Newt Marine Service (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the 2025 MAINTENANCE DREDGING PROJECT (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - b. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - c. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No. _A.01 through No. W.03 (9 pages) or drawings consisting of sheets bearing the following general title: 2025 MAINTENANCE DREDGING PROJECT
 12. Addenda (numbers __ to __ , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).

- ~~17. Erosion Control Certificate (Section 00900).~~
- ~~18. Consent Decree (Section 01000).~~
- 19. Other Project Information and Permits (Sections 01100 - 00000).
- 20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00470/00471)
 - ii. _____
 - iii. _____
- 21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

- 3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
- 4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
- 5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
- 6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
- 7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor shall also be liable to the City for any damage to the City or to City property arising out of or related to the Contractor's negligent performance of this Contract.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
- ~~12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.~~
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - ~~B. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, and related labor requirements and regulations and the Federal Wage Determination for this Project.~~

- C. ~~Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).~~
- D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**CONSENT DECREE
RELATING TO THE PROJECT**

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's

performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City

must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Contractor

By: N/A

Signature

Printed Name

Title

Date

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$238,385.50

Alternates Included in the Contract Amount:

- Alternate 1 - Dock Spuds-Remove and Reset - \$20,000.00
- Alternate 2 - Lift Well Dredging - \$38.50 per Cubic yard

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: Michael Van Milligen
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
8/19/25
Date

CONTRACTOR:

DUBUQUE BARGE & FLEETING SERVICE CO. DIBA NEWT MARINE SERVICE
Contractor
By: [Signature]
Signature
MARCUS G. MURPHY
Printed Name
GENERAL MANAGER
Title
8/13/2025
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Dubuque Barge and Fleeting Service Company D/B/A Newt Marine Service as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of two hundred thirty-eight thousand, three hundred and eighty-five dollars and fifty cents (\$238,385.50), 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 5th day of August, 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 2025 Maintenance Dredging Project detail the following described improvements:

The scope of the project is as follows: Perform dredging at Dubuque Marina. The dredge material (approx. 4,800 CY) will be mechanically removed, loaded onto a material barge, and transported to a contractor provided, and regulatory permitted disposal location. The dredge spoil material will be offloaded from the material barge to the approved disposal site. In lieu of the contractor providing a regulatory permitted disposal site, the contractor may use the Schmitt Island Dredge disposal site as detailed on plan sheet D.04.

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.

Witness our hands, in triplicate, this 8th day of August, 2025.

SURETY COUNTERSIGNED BY:

Carol VanHoorebeck
Signature of Agent

Carol VanHoorebeck, Attorney-In-Fact

Printed Name of Agent

220 Emerson Pl., #200

Company Address

Davenport, IA 52801

City, State, Zip Code

563-322-3521

Company Telephone Number

PRINCIPAL:

Dubuque Barge & Fleeting Service Company
D/B/A Newt Marine Service

Contractor

By: Marcus G. Murphy
Signature

MARCUS G. MURPHY
Printed Name

Title

FORM APPROVED BY:

Michael VanAlliger
Representative for Owner

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: TOFO
Signature Attorney-in-Fact Officer

Tate Featherstone, Attorney-In-Fact

Printed Name of Attorney-in-Fact Officer

Arthur J. Gallagher RMS, LLC.

Company Name

220 Emerson Pl., #200

Company Address

Davenport, IA 52801

City, State, Zip Code

563-322-3521

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 ====

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blake E Allison; Carol VanHoorebeck; Deborah M Taylor; Glen Hummel; Kevin P O'Hara; Tate Featherstone; Travis Cutler

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of July, 2025.

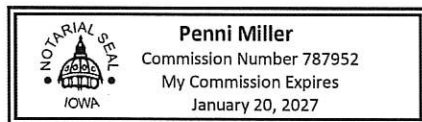


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of July, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2025.



Secretary

State of Iowa)
) SS
County of Scott)

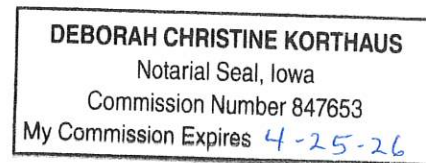
Tate Featherstone personally appeared before me this day and being duly sworn did depose and say that he is Attorney-In-Fact of the Surety; he knows the seal of said Corporation; and that he signed and affixed said seal to this instrument by authority granted to him in accordance with the by-laws of said Corporation.

Dated: August 8, 2025

Deborah Christine Korthaus

Notary Public - Deborah Christine Korthaus

My Commission Expires: 04/25/2026



OUT-OF-STATE CONTRACTOR BOND

SECTION 00610

An out-of-state Contractor must either file a surety Bond, as provided in Iowa Code section 91C.7, with the Iowa Division of Labor Services in the amount of twenty-five thousand dollars (\$25,000) for a one (1) year period or must provide a statement to the Iowa Division of Labor Services that the contractor is prequalified to Bid on projects for the Iowa Department of Transportation pursuant to Iowa Code Section 314.1

An out-of-state Contractor, before commencing a contract in excess of five thousand dollars (\$5,000) in value of Iowa, must file a Bond with the Iowa Division of Labor Services of the Iowa Department of Workforce Development. A Surety Bond filed pursuant to Iowa Code section 91C.2 must be executed by a surety company authorized to do business in this state, and the Bond must be continuous in nature until canceled by the Surety with not less than thirty (30) days; written notice to the contractor and to the Division of Labor Services of the Iowa Department of Workforce Development in dictating the surety's desire to cancel the Bond. The Surety company is liable under the Bond for any contract commenced after the cancellation of the Bond. The Bond must be in the sum of the greater of the following:

- (1) One thousand dollars (\$1,000.00); or
- (2) Five percent (5%) of the contract price

An out-of-state Contractor may file a blanket Bond in an amount at least equal to fifty thousand dollars (\$50,000) for a two (2) year period in lieu of filing an individual Bond for each Contract. The Division of Labor Services of the Iowa Department of Workforce Development may increase the Bond amount after a hearing.

More information about how to file an out-of-state contractor bond can be found at the Iowa Workforce Development website at <https://www.iowacontractor.gov/contractor-registration>

==== END OF SECTION 00610 ====

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INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

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 # 5546000001-304-67990 Project name: 2025 Maintenance Dredging 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 required shall be furnished to the Engineering 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 written mutual agreement attached hereto.

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, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, 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 52001.
- 9) 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 Employer's Liability 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,

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

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, agents, 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)

AND

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.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

SALES AND USE TAX EXEMPTION CERTIFICATE**SECTION 00750**

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.
2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor.

**PROJECT INFORMATION REQUIREMENTS FOR
STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES
FOR CONTRACTORS & SUBCONTRACTORS**

Submitting Department: Engineering

Department Contact: Nathan Steffen

Project CIP Number(s): 5546000001

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	2025 MAINTENANCE DREDGING PROJECT
Project Description:	Perform dredging at Dubuque Marina. The dredge material (approx. 4,800 CY) will be mechanically removed, loaded onto a material barge, and transported to a contractor provided, and regulatory permitted disposal location. The dredge spoil material will be offloaded from the material barge to the approved disposal site. In lieu of the contractor providing a regulatory permitted disposal site, the contractor may use the Schmitt Island dredge disposal site as detailed on sheet D.04,
Start Date (Bid Opening Date):	July 24, 2025
Final Completion Date:	November 10, 2025

1. General Prime Contractor:	Dubuque Barge & Fleeting Service Co. DBA
Contact Name:	MARCUS G. MURPHY Newt Marine Service
Complete Address: (Include PO Box and Street Information)	5 SONES ST.
City, State, Zip Code	DUBUQUE IA 52001
Telephone Number:	563-557-1855
Federal I.D. Number: (or Include Social Security Number)	42-0930672
Work Type to be Completed:	MECHANICAL DREDGING

2. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

3.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

4.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

5.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

6.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

==== END OF SECTION 00750 ====

SITE CONDITION INFORMATION**SECTION 00775****775.1 SUBSURFACE CONDITIONS**

In the preparation of the Contract Documents, the Engineer relied upon the following report(s) and drawing(s) of explorations and tests of subsurface conditions at the Site:

1. Bathometric Survey Data, Performed March 28, 2025

775.2 PHYSICAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following drawing(s) of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site:

1. Drawings: _____
2. Sanborn Fire Insurance Map: _____

NONE OF THE CONTENT OF SUCH DRAWINGS INCLUDE TECHNICAL DATA ON WHICH THE CONTRACTOR MAY RELY.

775.3 HAZARDOUS ENVIRONMENTAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following reports(s) known to the owner of hazardous environmental conditions at the Site:

1. Phase I Environmental Site Assessment Study:

A.	Prepared by:	
	Title:	
	Date:	
	Pages:	
	Download:	

2. Phase II Environmental Site Assessment Study:

A.	Prepared by:	
	Title:	
	Date:	
	Pages:	
	Download:	

3. Soil and Groundwater Management Plan:

A.	Prepared by:	
	Title:	
	Date:	
	Pages:	
	Download:	

The technical data in the above report(s), upon which the Contractor may rely, consists of test results all as of the date made. Contractor must not remove, disturb, or remediate any Hazardous Environmental Conditions encountered, uncovered or revealed at the Project Area, unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of work.

==== END OF SECTION 00775 ====

CONSTRUCTION SCHEDULE AND AGREED COSTS OF DELAY**SECTION 00800****800.1 SCHEDULE:****CALENDAR DAY SCHEDULE:**

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be **Finally Complete by November 10, 2025.**

MILESTONE DATES:

In addition to the required Final Completion Dates, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1	00-00-0000
Milestone 2	00-00-0000

In general, the following contract completion Milestone shall be followed.

- a. Milestone 1 Completion:_____.
- b. Milestone 2 Completion:_____.

800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's opinion, would justify such.

Should the Contractor, or in case of default the Surety, fail to complete the work within the specified Milestone(s), Substantial and Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or

working day, whichever is specified, such that the work remains uncompleted. The Contractor or the Contractor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

- A. ~~For each calendar day that any work remains uncompleted beyond the Substantial Completion date the contractor will be assessed and shall pay, \$ _____ per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Substantial Completion requirements are met.~~
- B. For each calendar day that any work remains uncompleted beyond the Final Completion date the contractor will be assessed and shall pay, \$1,000.00 per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.
- C. ~~For each calendar day that any work remains uncompleted beyond the Milestone date(s) the contractor will be assessed and shall pay, \$ _____ per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until the Milestone requirements are met.~~

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the Contract.

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Contractor, and final payment will be withheld from the Contractor until payment has been made of this invoice for the agreed cost of delay. The Contractor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Contractor.

==== END OF SECTION 00800 ====

SPECIAL PROVISIONS
SECTION 01100

Mechanical Dredging

SECTION 01100 - DREDGING SPECIFICATIONS

1100.1 GENERAL - WORK COVERED

The contract unit price per cubic yard for mechanical dredging shall include the cost of removal, transportation, and disposal of all material as specified herein, to the design cut line(s) and elevation as indicated in the plans.

1100.2 PERMITS

Work under this project is covered by the City of Dubuque - US Army Corps of Engineers issued Regional General Permit No. CEMVR-RD-2023-0274.

1100.3 EQUIPMENT

The "Equipment" is hereby defined as all marine plant and land-based equipment necessary to complete the work, which may include mechanical dredge floating plant, tug boat, material barge(s), and support equipment.

All equipment and transport systems shall be operated in such manner as to prevent spills, leaks, waste, or other loss of dredged material between point of pick-up and deposition within disposal area. Hauling material barge(s) shall have sufficient sidewall height and integrity to prevent drainage over or through the sides during hauling.

No hydraulic or pipeline type dredge operation shall be used, or work be approved for dredging and deposition of dredged material for this project.

1100.4 MATERIAL TO BE REMOVED

The material to be removed within the dredge cut limits is that composed of sedimentation and siltation deposited over time and is comprised primarily of varying proportions of sand, silt, clay, and organic matter. Original material could be encountered at various locations throughout the dredge cut limits. Mechanical dredging regardless of material encountered, shall be performed within the design cut line(s) and elevation as indicated in the plans, unless otherwise approved by the City. Bidders are expected to examine the sites of the dredging work to ascertain the character of the materials.

1100.5 ARTIFICIAL OBSTRUCTIONS

The City has no knowledge of cables, pipes, or other artificial obstructions or of any wrecks, wreckage, or other material that would necessitate the use of employment of additional equipment for economical removal. If actual conditions differ from those stated or indicated, or both, a change order contract unit price or time for completion, or both, will be made in accordance with Section 1100.10, DISPOSAL OF UNSUITABLE MATERIAL.

1100.6 QUANTITY OF MATERIAL

The total estimated amount of material removed from within the specified dredge limits, including side slopes, are as stated in the estimated contract plan quantity. Overdepth dredging, while allowed, is not included in the estimated contract plan quantity, and is required to be kept to minimum.

1100.7 ALLOWANCES AND TOLERANCES**A. OVERDEPTH**

To cover inaccuracies of the dredging process material removed from within the dredge cut section to a depth of not more than 0.5 feet below the design cut line(s) and elevation as indicated in the plans, however, the maximum quantity of overdepth material to be paid for will be limited to 50% of the total dredge limits area within the 0.5 feet overdepth prism immediately below the design cut line(s) and elevation as indicated in the plans to be dredged will be measured and paid for at the contract price. Any dredging below the allowed 0.5 feet will be considered as excessive dredging and for which payment will not be made. Any existing channel crossing or embankment that is damaged, due to over dredging, shall be repaired by the Contractor and at his own expense.

B. SIDE SLOPES

To account for sloughing which occurs subsequent to dredging along the sides of the dredge cuts, the Contractor shall excavate side slopes, as closely as practicable, to the design cut line(s) and elevation as indicated in the plans. The amount of material excavated from side slopes will be determined by bathometric survey cross-sections.

1100.8 DISPOSAL AREA

For this project, contractor is required to furnish and provide a site for the disposal of dredged material. The contractor furnished disposal area must have sufficient capacity to contain all materials to be dredged under this contract. The disposal site must be a regulatory agency approved and permitted dredge material disposal site. Contractor will be required to provide a copy of said regulatory agency permit. In lieu of the contractor providing a regulatory permitted disposal site, the contractor may use the Schmitt Island dredge disposal site as detailed on sheet D.04.

1100.9 DISPOSAL OF DREDGED MATERIALS

The dredged materials shall be transported and deposited at the contractor furnished and permitted dredge material disposal site. Prior to bringing equipment to the project site, the contractor shall submit to the Engineer plans for the proposed disposal operations. Methods to be used by the contractor for transferring the dredge material from the material barge to the disposal area shall be subject to approval by the Engineer. Dredged material shall be conveyed into the disposal area by any approved method. The method of conveying shall be such as to prevent the loss of any water or material into the area outside the disposal site. Before scows are removed from the disposal area(s), the scow decks shall be cleaned of dredged material.

Conveyance of dredge material from the material barge to the disposal area by hydraulic or pipeline pumping is prohibited.

1100.10 DISPOSAL OF UNSUITABLE MATERIAL

Disposal of unsuitable material encountered during dredging operations shall be disposed of as directed by the Engineer. Disposal of unsuitable solid waste material encountered shall be disposed of in compliance with federal, state, and local requirements.

Disposal of clearing and grubbing material, brush, trees, driftwood, snags, wood debris and growth encountered during the dredging activities shall be disposed of offsite unless directed otherwise by the Engineer. Burning will not be permitted at the project site.

Disposal of broken pavement, aggregate materials such as ledge rock, large boulders, and rock fragments may be disposed of onsite as directed by the Engineer.

Nothing in this section shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with applicable provisions of the contract.

1100.11 QUALITY CONTROL

Establish and maintain quality control to ensure accordance with Contract requirements and maintain quality control records for construction operations including, but not limited to, limits and tolerances, disposition of materials. Submit the records of inspections and tests, as well as the records of corrective action taken.

1100.12 REPORTING REQUIRED

The contractor shall prepare and maintain a daily record of his operations and a quality control report, furnishing copies thereof to the Engineer in accordance with the specifications. Reports shall always include the character and types of materials removed, with the locations, whenever there is a significant change in the material. A minimum of one (1) report containing required information shall be made daily. Further instructions on the preparation of the report will be furnished during the preconstruction meeting.

1100.13 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain environmental protective measures for the life of the Contract. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris, that occur during the dredging operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.

1100.14 INTERFERENCE WITH NAVIGATION

Minimize interference with commercial and recreational navigation when excavating, transporting, and placing material.

1100.15 NAVIGATION LIGHTS

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants and support equipment. Lighting must be in accordance with United States Coast Guard requirements for visibility and color and USACE EM 385-1-1.

1100.16 COMMUNICATION

A. PLANT COMMUNICATION

The marine plant shall be equipped with radios or cell phones to provide communication between the dredge operator, tender, other vessels, and crew at the project site.

B. MARINE TRAFFIC COMMUNICATION

The marine plant shall be equipped with radios to provide for communications between the plant and other commercial or recreational vessels. The Contractor shall monitor marine radio channels and provide to passing vessels timely information on delays and other situations created by the work and recommended passing instructions.

1100.17 MEASUREMENT AND PAYMENT**A. PRE-DREDGE AND POST-DREDGE BATHOMETRIC SURVEY**

The City will be responsible for contracting with an independent party to complete both pre and post bathometric surveys. The pre-dredge bathometric survey will be completed prior to bid letting and data will be used to prepare estimated plan quantities. Only one (1) pre and post bathometric surveys will be performed for the project by the City. The City will complete the post-dredge bathometric survey as soon as practicable after the work specified has been completed.

B. BASIS OF MEASUREMENT

The total amount of material removed and paid under the contract, will be measured for payment by pre and post bathometric surveys taken at the dredge project area. The City performed bathometric surveys will be used to establish dredge volume quantities for payment. The volumetric difference between the pre and post dredging bathometric survey quantities will serve as the basis of total volume dredged and measured for payment. The City will compute the pre-dredge volume of material above the project depth cut elevation separately from the allowable over depth volume from the post-dredge bathometric survey.

The City will be responsible for contracting with an independent party to complete both pre and post bathometric surveys. The City will complete the post-dredge bathometric survey as soon as practicable after the work specified has been completed.

C. EXCESSIVE DREDGING

Material taken from beyond the dredging limits specified will be deducted from the total volume of material dredged as excessive dredging for which payment will not be made. The final determination of the volume of material as excessive dredging will be based wholly on the bathometric surveys made for final measurement acceptance.

D. PROGRESS PAYMENTS

Payment for all acceptably completed work required under this section of the specifications will be made at the contract unit price per cubic yard for the payment item "Excavation - Mechanical Dredging".

Partial progress payments to the contractor will be based on estimated quantities provided by the contractor and agreed upon by the Engineer. Progress payment quantities shall not exceed the Contract plan quantity.

==== END OF SECTION 01100 ====



CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY)
8/11/2025

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 Arthur J. Gallagher Risk Management Services, LLC 220 Emerson Place Suite 200 Davenport IA 52801	CONTACT NAME: Amy Boll	
	PHONE (A/C, No, Ext): 563-322-3521	FAX (A/C, No): 563-322-1046
INSURED Dubuque Barge & Fleeting Service Company dba Newt Marine Service 5 Jones St. Dubuque IA 52001	E-MAIL ADDRESS: amy_boll@ajg.com	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Specialty Insurance Company	NAIC # 37885
	INSURER B: Granite State Insurance Company	NAIC # 23809
	INSURER C: West Bend Insurance Company	NAIC # 15350
INSURER D: Great American Insurance Company	NAIC # 16691	
INSURER E: Starr Indemnity & Liability Company	NAIC # 38318	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1504388813

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
D	HULL AND MACHINERY			OMH 2545251	3/1/2025	3/1/2026	X PER SCHEDULE ON FILE
	☐ COLLISION LIABILITY						INSURED VALUE \$
	☐ TOWERS LIABILITY						COLLISION (Ea occurrence) \$
							TOWERS (Ea occurrence) \$
							\$
D	PROTECTION AND INDEMNITY			OMH 2545251	3/1/2025	3/1/2026	PER CLUB RULES
	X CREW LIABILITY ☐ JONES ACT						X EA OCCURRENCE PER VESSEL, CSL \$ 1,000,000
	X COLLISION LIABILITY						COLLISION (Ea occ), CSL \$ 1,000,000
	X TOWERS LIABILITY						TOWERS (Ea occ), CSL \$ 1,000,000
	X REMOVAL OF WRECK						REMOVAL OF WRECK (Ea occurrence) \$ 1,000,000
	X IN REM						\$
							\$
							\$
E	POLLUTION LIABILITY			V-14531-25	3/1/2025	3/1/2026	EA OCCURRENCE \$ 1,250,000
	☐ OPA 90						Per Vessel Sch Only \$
	☐ CERCLA						\$
	☐ NON-OPA / NON-CERCLA						\$
							\$
B	MARITIME EMPLOYERS LIABILITY	N/A		WC 038412268	2/1/2025	2/1/2026	ANY ONE PERSON \$ 1,000,000
	☐ ALTERNATE EMPLOYER						ANY ONE ACCIDENT \$ 1,000,000
	INCLUDES ☐ CREW ☐ EMPS						\$
	X JONES ACT						\$
	☐ DEATH ON THE HIGH SEAS						\$
	☐ IN REM ENDORSEMENT						\$
							\$
D	Contractors Equipment			OMH 2545251	3/1/2025	3/1/2026	Per Item \$ 250,000
	Incl Leased/Rented						Per Occ \$ 400,000
							\$

CERTIFICATE HOLDER

CANCELLATION

City of Dubuque
Attn: Engineering Dept
50 W 13th St
Dubuque IA 52001
USA

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Let Arthur J. Gallagher

The City of Dubuque, including all its elected and appointed officials, employees and volunteers, its boards, commissions and authorities and their board members, employees and volunteers are included as additional insured on a primary and non-contributory basis applying to General Liability, Auto Liability with Umbrella following form. Waiver of subrogation in favor of additional insureds pertaining to General Liability, Auto Liability and Workers Compensation with Umbrella following form applies. (30) days written notice of cancellation is afforded certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Dubuque Barge & Fleeting

Endorsement Effective Date: 12/31/2024

SCHEDULE

Name of Person(s) or Organization(s):

Any party for whom the insured is required to provide designated insured status.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I Covered Autos Coverages of the Auto Dealers Coverage Form.
- B. The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" shown in the schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Dubuque Barge & Fleetng

Endorsement Effective Date: 12/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any party with whom the insured agrees to waive subrogation in a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us- condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**MARINE COMMERCIAL LIABILITY
BLANKET WAIVER OF SUBROGATION ENDORSEMENT**

We agree to waive any rights of subrogation to which we may be entitled, if prior to an "occurrence," the Named Insured has agreed to such waiver in writing, but only to the extent required by written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

**MARINE COMMERCIAL LIABILITY
BLANKET ADDITIONAL INSURED ENDORSEMENT**

We agree that this policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract or written agreement to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to an "occurrence":

1. Otherwise covered by this policy; and
2. That occurred subsequent to the making of such written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

**MARINE COMMERCIAL LIABILITY
PRIMARY AND NONCONTRIBUTORY INSURANCE**

In consideration of the additional premium of \$. The following is added to this policy of insurance paragraph 4. Other Insurance of SECTION VII - MARINE COMMERCIAL LIABILITY COVERAGE - GENERAL CONDITIONS and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other primary insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
- (3) the written contract requiring this primary and noncontributory status is executed prior to a loss or "occurrence".

It is also agreed that Primary and Noncontributory coverage extension applies only to the following organization(s):

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 2/1/2025

forms a part of Policy No. WC 038412268

Issued to DUBUQUE BARGE & FLEET ING COMPANY

By GRANITE STATE INSURANCE COMPANY

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 the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 0313
(Ed. 04/84)

Countersigned by _____

fr 17 1

Authorized Representative

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: Water System Improvements 2024 North English Road Water Main Extension Project – Receipt and Consideration of Bids

SUMMARY: City Manager sharing information on the bids for the Water System Improvements – 2024 North English Road Water Main Extension project.

SUGGESTED DISPOSITION: Receive and File; Adjourn further action to October 6, 2025

ATTACHMENTS:

1. MVM Memo
2. Receipt and Consideration of Bids N English Rd WM Extension 8.28.2025
3. Letting (Cons & Adjourn) (Dubuque #26 2025)-v1
4. Bid Tabulation - North English Road Water Main Extension
5. award recommendation letter - North English Road Water Main Extension

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 – Receipt and Consideration of Bids

DATE: August 28, 2025

Water Department Director Christopher Lester is sharing information on the bids for the Water System Improvements – 2024 North English Road Water Main Extension project.

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.

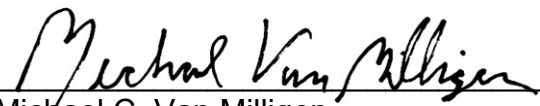
This project has been awarded funding through the Iowa State Revolving Fund (SRF) program and was originally advertised for bids on June 18, 2025. Following a design modification to upsize the water main along North English Road from 12 inches to 16 inches, an addendum and revised Notice to Bidders were required. As a result, a new public hearing date was scheduled for August 18, 2025. The revised Notice to Bidders was posted on the City of Dubuque website and the Construction Update Plan Room on July 22, 2025.

Sealed bids for the Water System Improvements – 2024 North English Road Water Main Extension project were received and publicly opened on August 21, 2025. Top Grade Excavating, Inc, of Farley, Iowa submitted the apparent low bid in the amount of \$1,478,135.00. A summary of the bid proposals received is as follows:

Item No.	Contractor Name	Lump Sum Bid Amount
1	Top Grade Excavating	\$1,487,135.00
2	Tschiggfrie Excavating	\$1,571,495.00
3	Shift General Contracting	\$1,574,525.50
4	Midwest Concrete	\$1,579,545.00
5	Portzen Construction	\$1,697,319.00
6	Pirc-Tobin Construction	\$1,715,464.50
7	Boomerang Corp.	\$1,767,333.00
8	Connolly Construction	\$1,805,997.00
9	Eastern Iowa Excavating & Concrete	\$2,138,833.65

The lump sum bid of \$1,487,135.00 is 13% lower than the engineer's estimate of \$1,700,000.00.

Further action on the bids to be adjourned to October 6, 2025 at 6:30 p.m.


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
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor



TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: August 28, 2025

SUBJECT: Water System Improvements 2024 North English Road Water Main Extension Project – Receipt and Consideration of Bids

INTRODUCTION

This memorandum requests that the City Council receive and consider bids 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, beginning at Edval Lane on North Cascade Road and extending south to the Southwest Arterial. At the intersection with the Southwest Arterial, the main increases to

16 inches in diameter and continues west to North English Mill Road, where it turns north and extends approximately 1,100 feet along North English Road.

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.

This project has been awarded funding through the Iowa State Revolving Fund (SRF) program and was originally advertised for bids on June 18, 2025. Following a design modification to upsize the water main along North English Road from 12 inches to 16 inches, an addendum and revised Notice to Bidders were required. As a result, a new public hearing date was scheduled for August 18, 2025. The revised Notice to Bidders was posted on the City of Dubuque website and the Construction Update Plan Room on July 22, 2025.

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4	Midwest Concrete	\$1,579,545.00
5	Portzen Construction	\$1,697,319.00
6	Pirc-Tobin Construction	\$1,715,464.50
7	Boomerang Corp.	\$1,767,333.00
8	Connolly Construction	\$1,805,997.00
9	Eastern Iowa Excavating & Concrete	\$2,138,833.65

The lump sum bid of \$1,487,135.00 is 13% lower than the engineer's estimate of \$1,700,000.00.

BUDGET IMPACT

The estimate of probable and awarded costs for the project are summarized as follows:

<u>Description</u>	<u>Estimate</u>	<u>Award</u>
Construction	\$1,700,000.00	\$1,487,135.00
Contingency 10%	\$170,000.00	\$148,713.50
Total Project Cost	<u>\$1,870,000.00</u>	<u>\$1,635,848.50</u>

The funding summary is:

CIP	Funding Source	Amount
4281000048	State of Iowa Revolving Fund	\$1,782,000.00
Total Project Funding		<u>\$1,782,000.00</u>

Of the SRF funds in the amount of \$1,782,000.00, the project has adequate funding for the total construction cost plus 10% construction contingency of \$1,635,848.50.

ACTION TO BE TAKEN

This memorandum requests that the City Council receive and consider bids for the Water System Improvements – 2024 North English Road Water Main Extension project.

cc: Jennifer Larson, Chief Financial Officer Eldon
Schneider, Water Project Supervisor Carl Plumley,
Water Distribution Supervisor

August 26, 2025

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: North English Road Water Main Extension Project
Our File No. 430411-26

Dear Jenny:

We have prepared and attach proceedings related to the receipt and consideration of bids for the North English Road Water Main Extension Project.

The materials attached include the following items:

1. Minutes of the September 2, 2025, City Council meeting to show the filing of the report with respect to the construction bids received for the Project, followed by a motion to adjourn action on the bids to a later time.

2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy 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

MINUTES OF MEETING TO CONSIDER
BIDS AND ADJOURN ACTION

430411-26 (L)

Dubuque, Iowa

September 2, 2025

The City Council of the City of Dubuque, Iowa, met on September 2, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, in the City, pursuant to posted notice. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business • •

The Mayor announced that bids for the construction of the North English Road Water Main Extension Project had been received before 2:00 p.m., on August 21, 2025, in the office of the City Clerk, City Hall-First Floor, 50 West 13th St, Dubuque, Iowa, and that on the same day, at the same time, in the City Hall-Conference Room A, 50 West 13th St, in the City, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Origin Design Co. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the North English Road Water Main Extension Project are as follows:

Name and Address of Bidder

Amount of Bid

(List here or attach a sheet listing proposals received.)

It was moved by Council Member _____ and seconded by Council Member _____ that further action on the bids be adjourned to October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, at which time and place the City Council will meet to further consider such proposals.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried, and further action on the bids was adjourned to the said time and place.

Mayor

Attest:

City Clerk

• • Other Business • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the North English Road Water Main Extension Project.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 1 OF 4

NO.	DESCRIPTION	QUANTITY	TOP GRADE EXCAVATING		TSCHIGGFRIE EXCAVATING		SHIFT GEN. CONTRACTING		MIDWEST CONCRETE		PORTZEN CONSTRUCTION	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Division 2010 - Earthwork, Subgrade, and Subbase												
1	Clearing and Grubbing C	1 LS	\$8,000.00	\$8,000.00	\$21,400.00	\$21,400.00	\$500.00	\$500.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
2	Topsoil, On-site	2420 CY	\$6.00	\$14,520.00	\$9.70	\$23,474.00	\$2.00	\$4,840.00	\$7.25	\$17,545.00	\$9.00	\$21,780.00
3	Subbase, Granular Subbase Gr 12a (Granular Subbase Pile)	80 TON	\$17.00	\$1,360.00	\$25.00	\$2,000.00	\$18.00	\$1,440.00	\$30.75	\$2,460.00	\$32.00	\$2,560.00
Division 3010 - Trench Excavation and Backfill												
4	Rock Excavation	100 CY	\$65.00	\$6,500.00	\$42.00	\$4,200.00	\$70.00	\$7,000.00	\$150.00	\$15,000.00	\$75.00	\$7,500.00
5	Replacement of Unsuitable Backfill Material, Gr 12a (Gran Subbase Pile)	2700 TON	\$17.00	\$45,900.00	\$19.00	\$51,300.00	\$15.00	\$40,500.00	\$16.75	\$45,225.00	\$14.00	\$37,800.00
6	Class I, Bedding Material, Gradation 3 (ASTM 57)	200 TON	\$20.00	\$4,000.00	\$29.00	\$5,800.00	\$16.00	\$3,200.00	\$26.75	\$5,350.00	\$34.00	\$6,800.00
7	Class II, Bedding Material Gradation 30 (Granular Base Pile)	5750 TON	\$17.00	\$97,750.00	\$19.00	\$109,250.00	\$15.00	\$86,250.00	\$9.60	\$55,200.00	\$14.00	\$80,500.00
Division 5010 - Pipe and Fittings												
8	Water Main, Trenched, DIP, 6"	110 LF	\$82.00	\$9,020.00	\$74.00	\$8,140.00	\$59.00	\$6,490.00	\$83.00	\$9,130.00	\$90.00	\$9,900.00
9	Water Main, Trenched, DIP, 8"	55 LF	\$86.00	\$4,730.00	\$90.00	\$4,950.00	\$71.00	\$3,905.00	\$103.00	\$5,665.00	\$125.00	\$6,875.00
10	Water Main, Trenched, DIP, 12"	3550 LF	\$97.00	\$344,350.00	\$91.00	\$323,050.00	\$98.00	\$347,900.00	\$105.00	\$372,750.00	\$102.00	\$362,100.00
11	Water Main, Trenched, DIP, 16"	3300 LF	\$123.00	\$405,900.00	\$120.00	\$396,000.00	\$121.00	\$399,300.00	\$129.00	\$425,700.00	\$126.00	\$415,800.00
12	Water Main, Trenchless, DIP, 8"	140 LF	\$121.00	\$16,940.00	\$260.00	\$36,400.00	\$204.00	\$28,560.00	\$194.70	\$27,258.00	\$225.00	\$31,500.00
13	Water Main, with Casing Pipe, Trenchless, DIP, 16"	112 LF	\$929.00	\$104,048.00	\$1,300.00	\$145,600.00	\$1,125.00	\$126,000.00	\$1,100.00	\$123,200.00	\$1,550.00	\$173,600.00
14	Fittings by Weight, DI	8100 LBS	\$6.30	\$51,030.00	\$3.90	\$31,590.00	\$9.00	\$72,900.00	\$6.00	\$48,600.00	\$11.00	\$89,100.00
15	Joint Restraint, Bell Harness, 8"	10 EA	\$562.00	\$5,620.00	\$520.00	\$5,200.00	\$525.00	\$5,250.00	\$250.00	\$2,500.00	\$575.00	\$5,750.00
16	Joint Restraint, Bell Harness, 12"	5 EA	\$911.00	\$4,555.00	\$870.00	\$4,350.00	\$850.00	\$4,250.00	\$1,400.00	\$7,000.00	\$950.00	\$4,750.00
17	Joint Restraint, Bell Harness, 16"	18 EA	\$1,425.00	\$25,650.00	\$1,600.00	\$28,800.00	\$1,350.00	\$24,300.00	\$1,900.00	\$34,200.00	\$1,650.00	\$29,700.00
18	Joint Restraint, Megalug, 6"	50 EA	\$55.00	\$2,750.00	\$250.00	\$12,500.00	\$30.00	\$1,500.00	\$225.00	\$11,250.00	\$260.00	\$13,000.00
19	Joint Restraint, Megalug, 8"	8 EA	\$78.00	\$624.00	\$270.00	\$2,160.00	\$46.00	\$368.00	\$250.00	\$2,000.00	\$275.00	\$2,200.00
20	Joint Restraint, Megalug, 12"	45 EA	\$150.00	\$6,750.00	\$330.00	\$14,850.00	\$97.50	\$4,387.50	\$275.00	\$12,375.00	\$400.00	\$18,000.00
21	Joint Restraint, Megalug, 16"	70 EA	\$260.00	\$18,200.00	\$440.00	\$30,800.00	\$180.00	\$12,600.00	\$460.00	\$32,200.00	\$600.00	\$42,000.00
22	Water Main Connection Removal, 12"	1 EA	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$3,500.00	\$3,500.00	\$800.00	\$800.00	\$850.00	\$850.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances												
23	Valve, Gate, 6"	13 EA	\$1,742.00	\$22,646.00	\$1,700.00	\$22,100.00	\$2,400.00	\$31,200.00	\$2,250.00	\$29,250.00	\$1,740.00	\$22,620.00
24	Valve, Gate, 8"	2 EA	\$2,349.00	\$4,698.00	\$2,400.00	\$4,800.00	\$2,980.00	\$5,960.00	\$2,850.00	\$5,700.00	\$2,340.00	\$4,680.00
25	Valve, Gate, 12"	10 EA	\$3,993.00	\$39,930.00	\$4,000.00	\$40,000.00	\$4,600.00	\$46,000.00	\$4,600.00	\$46,000.00	\$4,015.00	\$40,150.00
26	Valve, Butterfly, 16"	11 EA	\$6,300.00	\$69,300.00	\$5,600.00	\$61,600.00	\$7,200.00	\$79,200.00	\$6,800.00	\$74,800.00	\$5,700.00	\$62,700.00
27	Fire Hydrant	13 EA	\$5,259.00	\$68,367.00	\$5,700.00	\$74,100.00	\$6,750.00	\$87,750.00	\$5,500.00	\$71,500.00	\$5,850.00	\$76,050.00

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 2 OF 4

NO.	DESCRIPTION	QUANTITY	TOP GRADE EXCAVATING		TSCHIGGFRIE EXCAVATING		SHIFT GEN. CONTRACTING		MIDWEST CONCRETE		PORTZEN CONSTRUCTION	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Division 7030 - Sidewalks, Shared Use Paths, and Driveways												
28	Removal of Driveway	140 SY	\$9.00	\$1,260.00	\$18.00	\$2,520.00	\$5.00	\$700.00	\$18.00	\$2,520.00	\$16.00	\$2,240.00
29	Driveway, Paved, PCC, 6" (Thickness)	60 SY	\$135.00	\$8,100.00	\$58.00	\$3,480.00	\$80.00	\$4,800.00	\$100.00	\$6,000.00	\$85.00	\$5,100.00
30	Driveway, Paved, HMA, 6" (Thickness)	80 SY	\$45.00	\$3,600.00	\$80.00	\$6,400.00	\$75.00	\$6,000.00	\$78.00	\$6,240.00	\$75.00	\$6,000.00
31	Driveway, Granular by Ton	250 TON	\$17.00	\$4,250.00	\$20.00	\$5,000.00	\$17.00	\$4,250.00	\$23.75	\$5,937.50	\$18.00	\$4,500.00
Division 7040 - Pavement Rehabilitation												
32	Full Depth Patches HMA	110 SY	\$45.00	\$4,950.00	\$80.00	\$8,800.00	\$87.00	\$9,570.00	\$108.50	\$11,935.00	\$75.00	\$8,250.00
Division 8030 - Temporary Traffic Control												
33	Temporary Traffic Control	1 LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,250.00	\$3,250.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Division 8040 - Signing Materials												
34	Remove and Reinstall Traffic Signs	2 EA	\$125.00	\$250.00	\$200.00	\$400.00	\$200.00	\$400.00	\$425.00	\$850.00	\$150.00	\$300.00
Division 9010 - Seeding												
35	Conventional - Seeding, Type 1, by AC	0.4 AC	\$3,000.00	\$1,200.00	\$3,300.00	\$1,320.00	\$4,500.00	\$1,800.00	\$3,200.00	\$1,280.00	\$3,150.00	\$1,260.00
36	Conventional - Seeding, Type 2, by AC	2.6 AC	\$1,800.00	\$4,680.00	\$2,000.00	\$5,200.00	\$2,300.00	\$5,980.00	\$2,000.00	\$5,200.00	\$1,900.00	\$4,940.00
37	Conventional- Seeding, Type 4, by AC	0.4 AC	\$1,500.00	\$600.00	\$1,700.00	\$680.00	\$4,000.00	\$1,600.00	\$1,700.00	\$680.00	\$1,600.00	\$640.00
38	Conventional - Seeding, Type 5, by AC	2.6 AC	\$800.00	\$2,080.00	\$890.00	\$2,314.00	\$1,800.00	\$4,680.00	\$900.00	\$2,340.00	\$900.00	\$2,340.00
Division 9040 - Erosion and Sediment Control												
39	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$3,150.00	\$3,150.00
40	Filter Socks, 12"	1600 LF	\$2.50	\$4,000.00	\$2.80	\$4,480.00	\$2.80	\$4,480.00	\$2.75	\$4,400.00	\$2.65	\$4,240.00
41	Filter Socks, Removal	1600 LF	\$0.20	\$320.00	\$0.22	\$352.00	\$0.30	\$480.00	\$0.20	\$320.00	\$0.22	\$352.00
42	Temporary Rolled Erosion Control Products (RECP) by SY	1850 SY	\$1.70	\$3,145.00	\$1.80	\$3,330.00	\$1.50	\$2,775.00	\$1.75	\$3,237.50	\$1.70	\$3,145.00
43	Silt Fence or Silt Fence Ditch Check, Installation	2100 LF	\$1.70	\$3,570.00	\$1.80	\$3,780.00	\$2.15	\$4,515.00	\$1.75	\$3,675.00	\$1.70	\$3,570.00
44	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	2100 LF	\$0.10	\$210.00	\$0.01	\$21.00	\$0.60	\$1,260.00	\$0.02	\$42.00	\$0.02	\$42.00
45	Silt Fence or Silt Fence Ditch Check, Removal of Device	2100 LF	\$0.10	\$210.00	\$0.01	\$21.00	\$0.60	\$1,260.00	\$0.02	\$42.00	\$0.02	\$42.00
46	Stabilized Construction Entrance by SY	420 SY	\$7.80	\$3,276.00	\$17.00	\$7,140.00	\$10.00	\$4,200.00	\$3.00	\$1,260.00	\$16.50	\$6,930.00
47	Inlet Production Device, Installation	3 EA	\$150.00	\$450.00	\$170.00	\$510.00	\$300.00	\$900.00	\$165.00	\$495.00	\$160.00	\$480.00
48	Inlet Protection Device, Maintenance	3 EA	\$10.00	\$30.00	\$11.00	\$33.00	\$25.00	\$75.00	\$11.00	\$33.00	\$11.00	\$33.00
Division 11,020 - Mobilization												
49	Mobilization	1 LS	\$49,566.00	\$49,566.00	\$42,000.00	\$42,000.00	\$74,750.00	\$74,750.00	\$26,000.00	\$26,000.00	\$60,000.00	\$60,000.00
Division 11,050 - Concrete Washout												
50	Concrete Washout	1 LS	\$150.00	\$150.00	\$1,200.00	\$1,200.00	\$250.00	\$250.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
TOTAL OF BID				<u>\$1,487,135.00</u>		<u>\$1,571,495.00</u>		<u>\$1,574,525.50</u>		<u>\$1,579,545.00</u>		<u>\$1,697,319.00</u>

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 3 OF 4

NO.	DESCRIPTION	QUANTITY	PIRC-TOBIN CONSTRUCTION		BOOMERANG CORP.		CONNOLLY CONSTRUCTION		EASTERN IOWA EXCAVATING & CONCRETE	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Division 2010 - Earthwork, Subgrade, and Subbase										
1	Clearing and Grubbing C	1 LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$20,700.00	\$20,700.00	\$9,400.00	\$9,400.00
2	Topsoil, On-site	2420 CY	\$8.00	\$19,360.00	\$5.00	\$12,100.00	\$8.50	\$20,570.00	\$34.00	\$82,280.00
3	Subbase, Granular Subbase Gr 12a (Granular Subbase Pile)	80 TON	\$60.00	\$4,800.00	\$30.00	\$2,400.00	\$27.80	\$2,224.00	\$22.25	\$1,780.00
Division 3010 - Trench Excavation and Backfill										
4	Rock Excavation	100 CY	\$75.00	\$7,500.00	\$160.00	\$16,000.00	\$80.00	\$8,000.00	\$100.00	\$10,000.00
5	Replacement of Unsuitable Backfill Material, Gr 12a (Gran Subbase Pile)	2700 TON	\$15.00	\$40,500.00	\$34.00	\$91,800.00	\$21.00	\$56,700.00	\$23.75	\$64,125.00
6	Class I, Bedding Material, Gradation 3 (ASTM 57)	200 TON	\$35.00	\$7,000.00	\$30.00	\$6,000.00	\$26.55	\$5,310.00	\$28.00	\$5,600.00
7	Class II, Bedding Material Gradation 30 (Granular Base Pile)	5750 TON	\$15.00	\$86,250.00	\$22.00	\$126,500.00	\$15.40	\$88,550.00	\$19.75	\$113,562.50
Division 5010 - Pipe and Fittings										
8	Water Main, Trenched, DIP, 6"	110 LF	\$150.00	\$16,500.00	\$70.00	\$7,700.00	\$78.00	\$8,580.00	\$129.75	\$14,272.50
9	Water Main, Trenched, DIP, 8"	55 LF	\$200.00	\$11,000.00	\$80.00	\$4,400.00	\$155.00	\$8,525.00	\$177.00	\$9,735.00
10	Water Main, Trenched, DIP, 12"	3550 LF	\$100.00	\$355,000.00	\$90.00	\$319,500.00	\$128.00	\$454,400.00	\$130.50	\$463,275.00
11	Water Main, Trenched, DIP, 16"	3300 LF	\$125.00	\$412,500.00	\$110.00	\$363,000.00	\$140.00	\$462,000.00	\$164.50	\$542,850.00
12	Water Main, Trenchless, DIP, 8"	140 LF	\$175.00	\$24,500.00	\$200.00	\$28,000.00	\$250.00	\$35,000.00	\$280.00	\$39,200.00
13	Water Main, with Casing Pipe, Trenchless, DIP, 16"	112 LF	\$1,150.00	\$128,800.00	\$800.00	\$89,600.00	\$1,100.00	\$123,200.00	\$1,125.00	\$126,000.00
14	Fittings by Weight, DI	8100 LBS	\$14.50	\$117,450.00	\$20.00	\$162,000.00	\$6.20	\$50,220.00	\$7.55	\$61,155.00
15	Joint Restraint, Bell Harness, 8"	10 EA	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$535.00	\$5,350.00	\$511.50	\$5,115.00
16	Joint Restraint, Bell Harness, 12"	5 EA	\$850.00	\$4,250.00	\$480.00	\$2,400.00	\$885.00	\$4,425.00	\$875.00	\$4,375.00
17	Joint Restraint, Bell Harness, 16"	18 EA	\$1,500.00	\$27,000.00	\$1,200.00	\$21,600.00	\$1,490.00	\$26,820.00	\$1,620.00	\$29,160.00
18	Joint Restraint, Megalug, 6"	50 EA	\$45.00	\$2,250.00	\$360.00	\$18,000.00	\$235.00	\$11,750.00	\$335.00	\$16,750.00
19	Joint Restraint, Megalug, 8"	8 EA	\$55.00	\$440.00	\$380.00	\$3,040.00	\$315.00	\$2,520.00	\$310.00	\$2,480.00
20	Joint Restraint, Megalug, 12"	45 EA	\$125.00	\$5,625.00	\$530.00	\$23,850.00	\$360.00	\$16,200.00	\$435.00	\$19,575.00
21	Joint Restraint, Megalug, 16"	70 EA	\$200.00	\$14,000.00	\$880.00	\$61,600.00	\$600.00	\$42,000.00	\$655.00	\$45,850.00
22	Water Main Connection Removal, 12"	1 EA	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances										
23	Valve, Gate, 6"	13 EA	\$2,250.00	\$29,250.00	\$2,000.00	\$26,000.00	\$1,820.00	\$23,660.00	\$2,635.00	\$34,255.00
24	Valve, Gate, 8"	2 EA	\$3,050.00	\$6,100.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$3,385.00	\$6,770.00
25	Valve, Gate, 12"	10 EA	\$4,850.00	\$48,500.00	\$4,600.00	\$46,000.00	\$4,400.00	\$44,000.00	\$5,555.00	\$55,550.00
26	Valve, Butterfly, 16"	11 EA	\$6,500.00	\$71,500.00	\$7,200.00	\$79,200.00	\$6,900.00	\$75,900.00	\$7,850.00	\$86,350.00
27	Fire Hydrant	13 EA	\$5,000.00	\$65,000.00	\$9,400.00	\$122,200.00	\$6,800.00	\$88,400.00	\$6,355.00	\$82,615.00

CITY OF DUBUQUE, IOWA
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION



BID SCHEDULE
AUGUST 21, 2025 PAGE 4 OF 4

NO.	DESCRIPTION	QUANTITY	PIRC-TOBIN CONSTRUCTION		BOOMERANG CORP.		CONNOLLY CONSTRUCTION		EASTERN IOWA EXCAVATING & CONCRETE	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Division 7030 - Sidewalks, Shared Use Paths, and Driveways										
28	Removal of Driveway	140 SY	\$15.00	\$2,100.00	\$10.00	\$1,400.00	\$12.60	\$1,764.00	\$23.65	\$3,311.00
29	Driveway, Paved, PCC, 6" (Thickness)	60 SY	\$115.00	\$6,900.00	\$64.00	\$3,840.00	\$102.00	\$6,120.00	\$101.15	\$6,069.00
30	Driveway, Paved, HMA, 6" (Thickness)	80 SY	\$75.00	\$6,000.00	\$68.00	\$5,440.00	\$102.00	\$8,160.00	\$90.00	\$7,200.00
31	Driveway, Granular by Ton	250 TON	\$30.00	\$7,500.00	\$26.00	\$6,500.00	\$24.00	\$6,000.00	\$27.00	\$6,750.00
Division 7040 - Pavement Rehabilitation										
32	Full Depth Patches HMA	110 SY	\$112.50	\$12,375.00	\$90.00	\$9,900.00	\$72.00	\$7,920.00	\$178.00	\$19,580.00
Division 8030 - Temporary Traffic Control										
33	Temporary Traffic Control	1 LS	\$10,000.00	\$10,000.00	\$3,300.00	\$3,300.00	\$3,250.00	\$3,250.00	\$3,800.00	\$3,800.00
Division 8040 - Signing Materials										
34	Remove and Reinstall Traffic Signs	2 EA	\$375.00	\$750.00	\$200.00	\$400.00	\$145.00	\$290.00	\$300.00	\$600.00
Division 9010 - Seeding										
35	Conventional - Seeding, Type 1, by AC	0.4 AC	\$3,000.00	\$1,200.00	\$3,200.00	\$1,280.00	\$3,000.00	\$1,200.00	\$23,000.00	\$9,200.00
36	Conventional - Seeding, Type 2, by AC	2.6 AC	\$1,800.00	\$4,680.00	\$2,000.00	\$5,200.00	\$1,800.00	\$4,680.00	\$10,500.00	\$27,300.00
37	Conventional- Seeding, Type 4, by AC	0.4 AC	\$1,500.00	\$600.00	\$1,600.00	\$640.00	\$1,500.00	\$600.00	\$5,800.00	\$2,320.00
38	Conventional - Seeding, Type 5, by AC	2.6 AC	\$800.00	\$2,080.00	\$860.00	\$2,236.00	\$800.00	\$2,080.00	\$3,150.00	\$8,190.00
Division 9040 - Erosion and Sediment Control										
39	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
40	Filter Socks, 12"	1600 LF	\$2.50	\$4,000.00	\$3.00	\$4,800.00	\$2.50	\$4,000.00	\$2.85	\$4,560.00
41	Filter Socks, Removal	1600 LF	\$0.20	\$320.00	\$0.30	\$480.00	\$0.20	\$320.00	\$0.05	\$80.00
42	Temporary Rolled Erosion Control Products (RECP) by SY	1850 SY	\$1.75	\$3,237.50	\$2.00	\$3,700.00	\$1.62	\$2,997.00	\$2.65	\$4,902.50
43	Silt Fence or Silt Fence Ditch Check, Installation	2100 LF	\$1.75	\$3,675.00	\$1.80	\$3,780.00	\$1.65	\$3,465.00	\$2.15	\$4,515.00
44	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	2100 LF	\$0.01	\$21.00	\$0.01	\$21.00	\$0.01	\$21.00	\$0.05	\$105.00
45	Silt Fence or Silt Fence Ditch Check, Removal of Device	2100 LF	\$0.01	\$21.00	\$0.01	\$21.00	\$0.01	\$21.00	\$0.05	\$105.00
46	Stabilized Construction Entrance by SY	420 SY	\$10.00	\$4,200.00	\$9.00	\$3,780.00	\$13.75	\$5,775.00	\$32.55	\$13,671.00
47	Inlet Production Device, Installation	3 EA	\$150.00	\$450.00	\$160.00	\$480.00	\$150.00	\$450.00	\$115.00	\$345.00
48	Inlet Protection Device, Maintenance	3 EA	\$10.00	\$30.00	\$11.00	\$33.00	\$10.00	\$30.00	\$0.05	\$0.15
Division 11,020 - Mobilization										
49	Mobilization	1 LS	\$125,000.00	\$125,000.00	\$59,812.00	\$59,812.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
Division 11,050 - Concrete Washout										
50	Concrete Washout	1 LS	\$250.00	\$250.00	\$500.00	\$500.00	\$450.00	\$450.00	\$650.00	\$650.00
TOTAL OF BID				<u>\$1,715,464.50</u>		<u>\$1,767,333.00</u>		<u>\$1,805,997.00</u>		<u>\$2,138,833.65</u>

August 21, 2025

Chris Lester, Water Department Director
City of Dubuque
1902 Hawthorne St.
Dubuque, IA 52001

Re: **City of Dubuque**
Water System Improvements 2024
North English Road Water Main Extension
Award Recommendation
Project No.: 21197

Dear Chris:

In accordance with owner instructions, bids for the Water System Improvements 2024 North English Road Water Main Extension project were opened and read at 2:00 p.m. on August 21, 2025. Ten bids were received for this project, however when tabulating the bids it was discovered that Temperley Excavating used an incorrect bid schedule which renders their bid nonresponsive. The bid results for the nine bidders are as follows:

Contractor	Bid Total
Top Grade Excavating	\$1,487,135.00
Tschiggfrie Excavating	\$1,571,495.00
Shift General Contracting	\$1,574,525.50
Midwest Concrete	\$1,579,545.00
Portzen Construction	\$1,697,319.00
Pirc-Tobin Construction	\$1,715,464.50
Boomerang Corp.	\$1,767,333.00
Connolly Construction	\$1,805,997.00
Eastern Iowa Excavating & Concrete	\$2,138,833.65

After reviewing the bids, it was determined the low bid was submitted by Top Grade Excavating, Inc. of Farley, Iowa, in the amount of \$1,487,135.00.

Top Grade Excavating has the experience, workforce and equipment to properly complete this contract. We recommend award of the North English Road Water Main Extension project to Top Grade Excavating in the amount of \$1,487,135.00.

The engineer's estimate was \$1,700,000.00. The low bid of \$1,487,135,000.00 is \$212,865.00 or 13% below the engineer's estimate.

Sincerely,
Origin Design Co.



Marc Ruden, PE
Water Resources Team Leader

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE:	Workforce Housing Brochure
SUMMARY:	City Manager providing a copy of a brochure highlighting workforce housing.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Workforce Housing in Dubuque - August 2025

WORKFORCE HOUSING

FOUNDATIONS FOR THE FUTURE



Rendering of Union at the Marina in Dubuque

What is “workforce housing?”

Workforce housing is generally defined as housing for which the occupant is paying no more than 30% of their gross income for housing costs, including utilities.

How does workforce housing support the community?

Supports Workforce Retention and Attraction

Workforce housing allows essential workers just starting their careers—such as teachers, nurses, public safety personnel, retail workers, and service employees—to live in the community they serve. Without affordable housing, these workers may be forced to live farther away, leading to longer commutes, increased absenteeism, and difficulty filling local job vacancies.

Boosts Local Spending

When residents spend less on housing, they have more disposable income to spend at local businesses, which strengthens the city’s economy. This increases sales tax revenues and supports small businesses that are often the backbone of smaller communities.

Encourages Economic Development

Local businesses considering expansion or new businesses coming to a community assess the availability of workforce housing. A lack of it can be a barrier to retaining existing employees or attracting new employees, as it impacts both their current and future workforce.

Workforce Housing Improves Quality of Life

Stable workforce housing improves health outcomes, educational performance, and employment stability.

Promotes Neighborhood and Community Stability

Workforce housing also creates an opportunity for elderly people living in nearby neighborhoods to consider selling their homes and still have an affordable place to live in the neighborhood being close to their lifelong friends, children, and grandchildren. Workforce housing supports homeownership and long-term renting, which helps build stable neighborhoods, and increases civic engagement.

RIVERFRONT LIVING

COMING SOON!

The Union at the Marina is a \$55.1 million workforce housing community project under construction at 2660 Kerper Blvd. in Dubuque.

The property was purchased and being developed by The Annex Group as part of a development agreement with the City of Dubuque after the property was vacant for over 10 years. This is The Annex Group’s fifth development project in Iowa.

Union at the Marina will feature two, four-story buildings with a total of 201 units:

- 85 one-bedroom units,
- 79 two-bedroom units, and
- 37 three-bedroom units.

Amenities will include a playground, community center, fitness center, picnic area, dog-walking area, and on-site property management. The apartments are adjacent to Sutton Pool and AY McDonald Park, on a Jule bus route providing easy access to groceries and healthcare, within walking distance of hundreds of good-paying job opportunities, and have beautiful views of the Mississippi River.

Construction is expected to be completed by fall of 2026.

See page 2 for additional details and income limits.

Why is workforce housing needed?

A 2022 workforce housing study commissioned by Greater Dubuque Development Corporation showed Dubuque needed at least 1,100 housing units by 2030 to support the workforce expansion needs of existing businesses. The City Council approved expanded financial incentives in 2022 to support more housing development.

Who is eligible for workforce housing?

Examples of professions that may qualify for workforce housing based on their starting income:

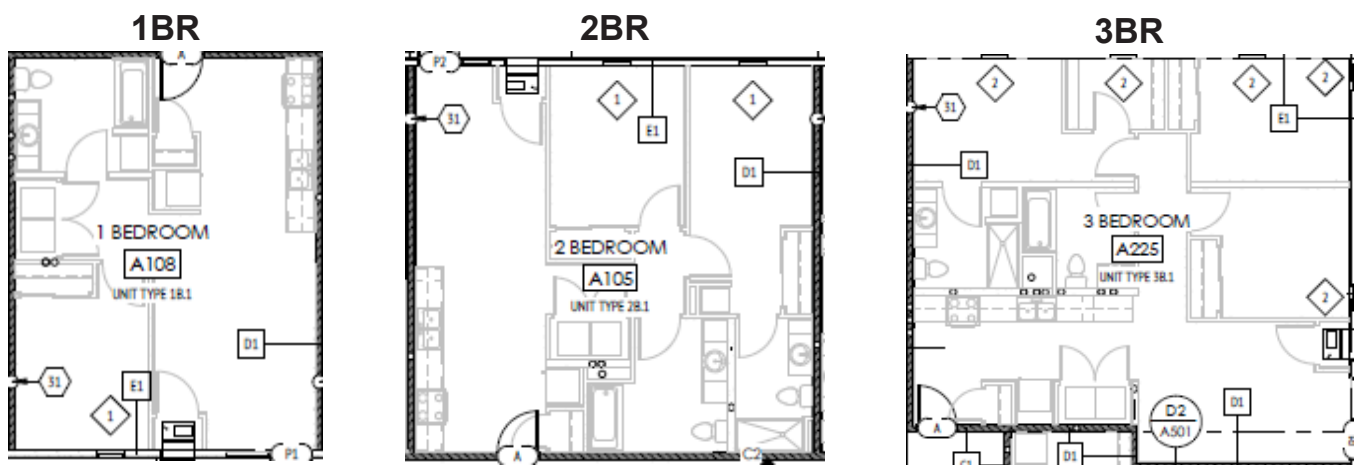
- Teachers
- Nurses, CNAs, and healthcare support staff
- Police Officers and Firefighters
- Retail and service workers
- Childcare workers
- Construction laborers
- Hospitality and food service employees
- Entry-level office/administrative staff

Workforce housing can also be an opportunity for seniors and empty nesters to transition from their homes to an apartment while staying in their neighborhood, creating first-time home ownership opportunities. It also provides young people starting their careers with an option to move out of their parents' home.

Income limits for tenants vary by location and are based on Median Family Income estimates and Fair Market Rent area definitions for each area. The income limits for Union at the Marina are:

Household Size	Max. Income based on 60% AMI (183 units)	Max. Income based on 50% AMI (9 units)	Max. Income based on 70% AMI (9 units)
1	\$43,140	\$35,950	\$50,330
2	\$49,230	\$41,100	\$57,540
3	\$55,500	\$46,250	\$64,750
4	\$61,620	\$51,350	\$71,890

Union at the Marina Unit Floor Plans



For information on Union at the Marina, visit www.theannexgrp.com/contactus

Over the last several years, nearly 400 workforce housing units have been constructed or are currently under construction throughout the community.

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting Public Hearing on a Proposed Development Agreement with ASJS Properties, LLC for Redevelopment of 1913 Jackson Street
SUMMARY:	City Manager recommending City Council adopt a resolution setting a public hearing for September 15, 2025, for a proposed Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the creation of housing units at 1913 Jackson Street including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF). RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And ASJS Properties, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for September 15, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with ASJS Properties, LLC for Redevelopment of 1913 Jackson Street

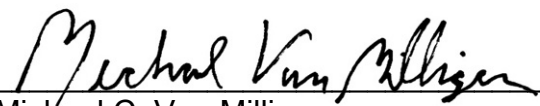
DATE: August 26, 2025

Economic Development Director Jill Connors is recommending City Council adopt a resolution setting a public hearing for September 15, 2025, for a proposed Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the creation of housing units at 1913 Jackson Street including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations (TIF).

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$100,000 dollars to create four new residential rental units.
2. City to award a Downtown Housing Creation Grant in an amount not to exceed \$40,000 (\$10,000 per unit up to 4 units).
3. 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 \$15,000.

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


Michael C. Van Milligen

MCVM:sv
Attachment

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



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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting Public Hearing on a Proposed Development Agreement with ASJS Properties, LLC

DATE: August 21, 2025

INTRODUCTION

This memorandum presents for review and approval a resolution setting a public hearing for a proposed Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the creation of housing units at 1913 Jackson Street.

BACKGROUND

ASJS Properties, LLC, as Developer, intends to create four new residential rental units at 1913 Jackson Street. These units have been vacant for years and the scope of work includes taking each unit down to the studs and rebuilding to attract new residential tenants. While there is a total of nine apartments in the building, only four qualify for incentives due to occupancy.

DISCUSSION

Key elements of the Development Agreement are as follows:

1. Developer to make a capital investment of approximately \$100,000 dollars to create four new residential rental units.
2. City to award a Downtown Housing Creation Grant in an amount not to exceed \$40,000 (\$10,000 per unit up to 4 units).
3. 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 \$15,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION

I recommend City Council adopt the attached resolution setting a public hearing for September 15, 2025 on the proposed 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
ASJS PROPERTIES, LLC**

This Development Agreement (Agreement) dated for reference purposes the 7th day of August, 2025 is made and entered into by and between the City of Dubuque, Iowa (City), and ASJS Properties, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1913 Jackson Street, Dubuque, Iowa and legally described as follows (the Property):

The South middle one-fifth, and, the South 3 feet of the middle one-fifth, of Out Lot 489, in the city of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, 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) for additional housing and will be operating the same during the term of this Agreement; and

WHEREAS, it is in the City's best interest to create additional housing in the City of Dubuque; 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 a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and 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 5th day of August, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 28th day of August, 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 G.

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 One Hundred Thousand Dollars (\$100,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating four (4) new residential units.

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 be substantially completed by December 31, 2025. 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 H 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, 2027

May 1, 2028

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
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

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 Forty-Seven Thousand Five Hundred Dollars (\$347,500.00) (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 2025, the Economic

Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

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 ASJS Properties, LLC 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 ASJS Properties, LLC 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 ASJS Properties, LLC 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 Forty Thousand Dollars (\$40,000.00) (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 thirty 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 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-term 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, , 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:	Jeff Spahn ASJS Properties, LLC 1595 Geraldin Drive Dubuque, Iowa 52003
With copy to:	O'Connor & Thomas, P.C. Davin C. Curtiss 1000 Main Street 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. 13 th 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, 2042 (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

ASJS PROPERTIES, LLC

By _____
Brad M. Cavanagh, Mayor

By  _____
Jeff Spahn, Member

Attest:

Adrienne N. Breitfelder, City Clerk

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	Insurance Acknowledgment
EXHIBIT H	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



(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 ASJS Properties, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:JLM

EXHIBIT 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 ASJS Properties, LLC, 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 2 day of August, 2025.

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



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 ASJS Properties, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit 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 ASJS Properties, LLC was made regarding the following described premises:

The South middle one-fifth, and, the South 3 feet of the middle one-fifth, of Out Lot 489, in the city of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
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

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

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 draftsman) 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

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

As required by Section 5.6:

(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.

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: Jeff Spahn, Member

EXHIBIT H
CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to ASJS Properties, LLC (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 South middle one-fifth, and, the South 3 feet of the middle one-fifth, of Out Lot 489, in the city of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, 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 15th day of September, 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 ASJS Properties, LLC, 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 ASJS Properties, LLC, 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 \$15,000.

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 September, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND ASJS PROPERTIES, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, the City of Dubuque and ASJS Properties, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, **INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO**, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 1913 Jackson Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with ASJS Properties, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement and authorize Urban Renewal Tax Increment Revenue Obligations, to be held on the 15th day of September, 2025 at 6:30 p.m. The official agenda will be posted the Friday prior to the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue Obligations and the execution of the Development Agreement relating thereto with ASJS Properties, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to ASJS Properties, LLC pursuant

to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$15,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 2nd day of September, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement for Redevelopment of 1701 Central Avenue
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for September 15, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Adam Vogel Building, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for September 15, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement for Redevelopment of 1701 Central Avenue

DATE: August 27, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for September 15, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

Adam Vogel Building, LLC is a subsidiary of 563 Properties, LLC, a local architectural firm operating throughout the Greater Dubuque region. 563 Properties, LLC has designed and renovated both commercial as well as residential properties throughout the greater Dubuque area.

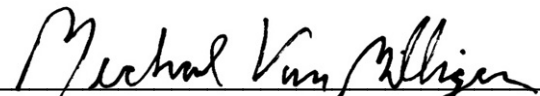
Adam Vogel Building, LLC submitted an application for housing creation and the rehabilitation of the façade of 1701 Central Avenue. The property has been in decline for many years while experiencing persistent vandalism. The applicant is proposing a \$1,000,000 project that will stabilize the building, restore the façade, and first floor commercial space, and bring five new quality rental units to the area. The project will be utilizing historic tax credits.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$1,000,000 to rehabilitate the property.
2. Developer must create 5 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$65,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$50,000 (\$10,000 x 5 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000.

6. City to provide a Community Catalyst Building Remediation Grant, funded by the Iowa Economic Development Authority not to exceed \$100,000.
7. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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



Michael C. Van Milligen

MCVM:sv

Attachment

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



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: August 22, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for September 15, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

Adam Vogel Building, LLC is a subsidiary of 563 Properties, LLC, a local architectural firm operating throughout the Greater Dubuque region. 563 Properties, LLC has designed and renovated both commercial as well as residential properties throughout the greater Dubuque area.

DISCUSSION

Adam Vogel Building, LLC submitted an application for housing creation and the rehabilitation of the façade of 1701 Central Avenue. The property has been in decline for many years while experiencing persistent vandalism. The applicant is proposing a \$1,000,000 project that will stabilize the building, restore the façade, and first floor commercial space, and bring five new quality rental units to the area. The project will be utilizing historic tax credits.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$1,000,000 to rehabilitate the property.
2. Developer must create 5 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed \$65,000.
4. City to award a Downtown Housing Incentive Grant in an amount of \$50,000 (\$10,000 x 5 units)
5. City to award a Downtown Rehabilitation Grant not to exceed \$35,000.
6. City to provide a Community Catalyst Building Remediation Grant, funded by the Iowa Economic Development Authority not to exceed \$100,000.
7. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution setting a September 15, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
ADAM VOGEL BUILDING, LLC**

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 Adam Vogel Building, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1701 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

“Kennedy Central Avenue Place” in City Lot 675; and Lot “A” of “Kennedy Central Avenue Place” in City of Lot 675; in the City of Dubuque, Iowa, according to the recorded plats thereof

; 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 a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and 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 30th day of September, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30th day of October, 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 One Million Dollars (\$1,000,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating five (5) new residential units and rehabilitating the 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 One Hundred Forty-Six Thousand Dollars (\$128,800) (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 Adam Vogel Building 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 Adam Vogel Building 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 Adam Vogel Building 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 Fifty Thousand Dollars (\$50,000.00) (the 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 three 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 not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documents 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. Community Catalyst Building Remediation Grant. City agrees to provide a grant not to exceed One Hundred Thousand Dollars (\$100,000) to reimburse Grant Recipient for documented costs related to the deconstruction and rehabilitation of the property including updating of the mechanicals to meet code and capacity, removing asbestos in flooring and walls, remediating water damage, roof and masonry repairs, new plumbing systems and electrical fixtures, new appliances, furniture, and fixtures in residential areas, installing a secure building access system, and outside lighting.

3.9 Payment of the Grants. The Grants shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) 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.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

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 Loan/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: Andrew McCready
Adam Vogel Building, LLC
1268 Locust Street
Dubuque, Iowa 52001

With copy to: Drake Law Firm, P.C.
Flint Drake
300 Main Street, STE 323
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

ADAM VOGEL BUILDING, LLC

By _____

By  _____

Brad M. Cavanagh, Mayor

Andrew McCready, Vice President

Attest:

Adrienne N. Breitfelder, City Clerk

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



(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 Adam Vogel Building, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

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 Adam Vogel Building, LLC, 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.

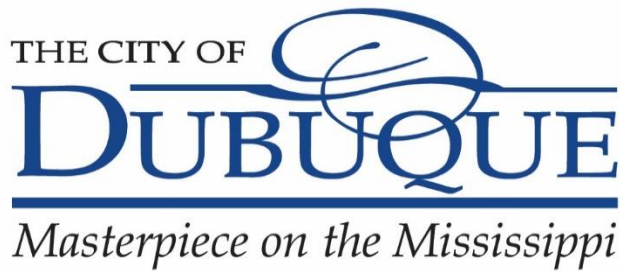
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

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



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 Adam Vogel Building, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit 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 Adam Vogel Building, LLC was made regarding the following described premises:

“Kennedy Central Avenue Place” in City Lot 675; and Lot “A” of “Kennedy Central Avenue Place” in City of Lot 675; in the City of Dubuque, Iowa, according to the recorded plats thereof

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

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

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 draftsman) 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 draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(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.

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 provide prior to closing.

A handwritten signature in blue ink, appearing to read "Andrew McCready", is written over a horizontal line.

By: Andrew McCready, Vice President

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to Adam Vogel Building, LLC (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:

“Kennedy Central Avenue Place” in City Lot 675; and Lot “A” of “Kennedy Central Avenue Place” in City of Lot 675; in the City of Dubuque, Iowa, according to the recorded plats thereof

(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 15th day of September, 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 Adam Vogel Building, LLC, 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 Adam Vogel Building, LLC, 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 \$65,000.

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 September, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND ADAM VOGEL BUILDING, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, Adam Vogel Building, LLC is the owner of the property legally described as follows:

“Kennedy Central Avenue Place” in City Lot 675; and Lot “A” of “Kennedy Central Avenue Place” in City of Lot 675; in the City of Dubuque, Iowa, according to the recorded plats thereof

locally know as 1701 Central Avenue (the Property); and

Whereas, the City of Dubuque and Adam Vogel Building, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of authorize Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Adam Vogel Building, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement and authorize Urban Renewal Tax Increment Revenue Obligations, to be held on the 15th day of September, 2025 at 6:30 p.m. The official agenda will be posted on Friday, September 5, 2025 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue Obligations and the execution of the Development Agreement relating thereto with Adam Vogel Building, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Adam Vogel Building, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately \$65,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 2nd day of September, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for September 15, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC (Developer) for the redevelopment of 1739-1763 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Initiatives 1700, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for September 15, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution Setting Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue

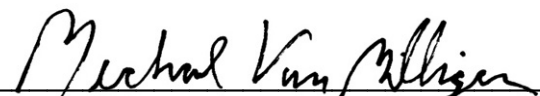
DATE: August 26, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for September 15, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC (Developer) for the redevelopment of 1739-1763 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

The key elements of the proposed Development Agreement include the following:

1. Developer owns both 1739 Central and 1763 Central, which are separate tax parcels.
2. Developer to start construction of 7 housing units by October 1, 2025 and complete by December 31, 2026.
3. City to award housing creation grants up to \$70,000.
4. City to award low-income housing assistance grants up to \$70,000.
5. City to award downtown rehabilitation grant of up to \$35,000 on 1739 Central Avenue.
6. City to award downtown rehabilitation grant of up to \$25,000 on 1763 Central Avenue (as this address was a prior recipient of a \$10,000 façade grant from this program).
7. City to award 15 years of tax increment financing grants on both parcels.
8. City will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue

DATE: August 28, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for September 15, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC (Developer) for the redevelopment of 1739-1763 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

The Developer, Dubuque Initiatives 1700, LLC, is a subsidiary of [Dubuque Initiatives](#), which has been a key partner in the stabilization and revitalization of several buildings along the Central Corridor.

Dubuque Initiatives, a sustainable, non-profit organization working as a community partner and catalyst to undertake challenging projects involving job creation and/or community revitalization, was incorporated in 1980 for the purpose of accepting federal grant funds in order to begin the buildout of what is today known as the Dubuque Industrial Center. The organization facilitated the preparation of land parcels to be sold to companies for construction of industrial facilities – attracting new businesses to the area and providing space for existing businesses looking to expand their operations.

As the work in the Industrial Park began to sustain itself in the 1990s, Dubuque Initiatives moved its focus to the downtown core – undertaking challenging economic development

projects where funding was lacking, such as the redevelopment of several buildings in the lower Main Street area. Several large properties were redeveloped during the focus in the area, including the purchase and \$40,000,000 redevelopment of the Roshek Building in 2009.

With the sale of that building in 2019, Dubuque Initiatives once again had capital to invest and shifted its focus to the revitalization of the Central Avenue Corridor, in concert with the Dubuque City Council's prioritization of the area's redevelopment.

DISCUSSION

This current project at 1739 and 1763 Central Avenue is the recipient of a Home Investment Partnerships Program — American Rescue Plan (HOME-ARP) grant in the amount of \$1,206,254 which are federal funds provided through the Iowa Finance Authority for the creation of housing intended to help individuals and families who are homeless, at risk of homelessness, or other designated qualifying populations. Dubuque Initiatives pursued this grant opportunity for two years, pairing the need to support ultra low-income residents with the redevelopment of one of Dubuque's most iconic corridors. The Grant award also includes additional funding to partner with Community Solutions of Eastern Iowa to provide ongoing support for these individuals and families. The Iowa Finance Authority was designated approximately \$29 million in HOME-ARP funds in a one-time allocation.

Developer submitted a grant application to the City for housing creation and the rehabilitation of the façade of 1739-1763 Central Avenue. The property has been in decline for many years due to the increasing cost of improvements needed to stabilize and rehabilitate the structure. 1763 Central was previously awarded a Façade Grant in 2013 for the restoration of that exterior. Per the Downtown Rehabilitation Grant guidelines, as that address has already received funding for materials and labor related to exterior restoration, that address will not be eligible for labor or material reimbursement under the current grant. 1739 Central has not previously been awarded a grant for exterior restoration and therefore will be eligible for the full \$35,000 Rehabilitation Grant. Applicant is proposing a \$1.5 million dollar project that will restore the façade and bring seven new quality rental units to the area dedicated to ultra-low-income households.

The key elements of the proposed Development Agreement include the following:

1. Developer owns both 1739 Central and 1763 Central, which are separate tax parcels.

2. Developer to start construction of 7 housing units by October 1, 2025 and complete by December 31, 2026.
3. City to award housing creation grants up to \$70,000.
4. City to award low-income housing assistance grants up to \$70,000.
5. City to award downtown rehabilitation grant of up to \$35,000 on 1739 Central Avenue.
6. City to award downtown rehabilitation grant of up to \$25,000 on 1763 Central Avenue (as this address was a prior recipient of a \$10,000 façade grant from this program).
7. City to award 15 years of tax increment financing grants on both parcels. The value of these tax increment financing grants cannot be determined at this time but is not expected to exceed \$90,000.
8. City will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution setting a September 15, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for the redevelopment of 1739-1763 Central Avenue.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE INITIATIVES 1700, LLC**

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 Dubuque Initiatives 1700, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1739-1763 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

PIN 1024252024: The North 37 feet of Lot 5, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof

PIN 1024252023: The South 22 feet 11 ½ inches of Lot 4, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof

; 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 new residential units created will be dedicated to low-income families with housing needs; 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 7, 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 September 3, 2024, 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 a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and 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 30th day of September, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30th day of October, 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 One Million Five Hundred Thousand Dollars (\$1,500,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating seven (7) new residential units and rehabilitating the 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 October 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 assessed value of the Property above the assessed value on January 1, 2025 of One Hundred Forty-Six Thousand Dollars (\$146,000) (the Baseline Valuation). City and Developer agree the Property was assessed on January 1, 2025 as follows:

Parcel 1024252024: Seventy-Nine Thousand Six Hundred Dollars (\$79,600)

Parcel 1024252023: Sixty-Six Thousand Four Hundred Dollars (\$66,400)

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 DI 1700 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 DI 1700 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 DI 1700 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 Seventy Thousand Dollars (\$70,000.00) (the 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 three 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 for each parcel as follows:

Parcel 1024252024: City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars (\$35,000) to reimburse Developer for documented costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit G.

(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.

Parcel 1024252023: City agrees to provide a matching (1:1) grant not to exceed Twenty-Five Thousand Dollars (\$25,000) to reimburse Developer for documented costs related to the following eligible activities:

(3) 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.

- (4) 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.

3.7 Low Income Housing Assistance Grant.

- (1) City agrees to provide to Developer, on the terms and conditions set forth herein, a grant in the amount of Seventy Thousand Dollars (\$70,000.00).
- (2) The grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each rental unit that qualifies for LMI housing creation and receives a Certificate of Completion up to a maximum of seven (7) rental units. To qualify, the housing units must meet the definitions outlined by Iowa Code Section 403.17(12) and 403.17(14).

3.8 Payment of the Grants. The Grants shall be payable as follows:

- (1) Any and all portions of the Grant shall be funded solely and only from available Program funds;
- (2) Prior to the release of any grant funds, (i) 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.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

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 Loan/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: Chris Richard

Dubuque Initiatives 1700, LLC
1732 Central Avenue
Dubuque, Iowa 52001

With copy to: Drake Law Firm, P.C.
Flint Drake
300 Main Street, STE 323
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

Attest:

Adrienne N. Breitfelder, City Clerk

DUBUQUE INITIATIVES 1700, LLC

By _____
Chris Richard, Member

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



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Dubuque Initiatives 1700, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

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 Dubuque Initiatives 1700, LLC, 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.

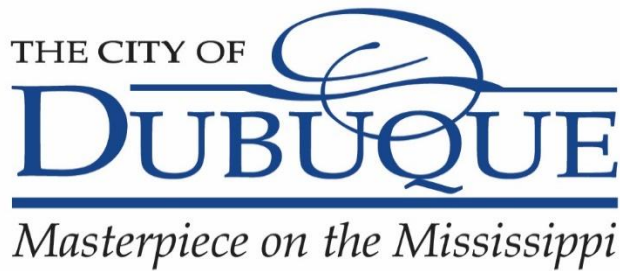
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

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



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 Dubuque Initiatives 1700, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit 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 Dubuque Initiatives 1700, LLC was made regarding the following described premises:

PIN 1024252024: The North 37 feet of Lot 5, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof

PIN 1024252023: The South 22 feet 11 ½ inches of Lot 4, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof

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

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

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 draftsman) 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 draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(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.

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 builder's risk must be provide prior to closing.

By: Chris Richard, Member

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to Dubuque Initiatives 1700, LLC (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:

PIN 1024252024: The North 37 feet of Lot 5, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof

PIN 1024252023: The South 22 feet 11 ½ inches of Lot 4, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof

(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 15th day of September, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC, 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 Dubuque Initiatives 1700, LLC, 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 \$83,822.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 2nd day of September, 2025.

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE INITIATIVES 1700, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City and Dubuque Initiatives 1700, LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 1739-1763 Central Avenue; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with Dubuque Initiatives 1700, LLC; and

WHEREAS, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

WHEREAS, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to

be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 15th day of September, 2025, at 6:30 p.m. The official agenda will be posted on Friday, September 12, 2025 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Dubuque Initiatives 1700, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Dubuque Initiatives 1700, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$83,822.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 2nd day of September, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE: Water System Improvements 2024 North English Road Water Main Extension Project State Revolving Fund (SRF) Loan: Resolution Setting the Public Hearing - Environmental Review

SUMMARY: City Manager recommending City Council adopt the attached resolution and set the public hearing for October 6, 2025, as required for all designated projects receiving assistance from the State Revolving Fund (SRF) with a Finding of No Significant Impact, to review the revised Environmental Information Document (EID) for the Water System Improvements 2024 North English Road Water Main Extension Project.

RESOLUTION State Revolving Fund (SRF) Loan - Environmental Review Water System Improvements 2024 North English Road Water Main Extension Project Set The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On Approval Of An Environmental Review As Provided By SRF's Department Of Natural Resources For The Private Lead Service Line Replacement Pilot Program

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

ATTACHMENTS:

1. MVM Memo
2. N English Rd WM Extension Memo Set Public Hearing 8.26.2025
3. N English Rd WM Extension Resolution for Public Hearing 8.26.2025
4. Dubuque North English_FNSI Public Notice 8.25.2025

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 State Revolving Fund (SRF) Loan
Resolution Setting the Public Hearing - Environmental Review

DATE: August 26, 2025

Water Department Director Christopher Lester is recommending City Council adopt the attached resolution and set the public hearing for October 6, 2025, as required for all designated projects receiving assistance from the State Revolving Fund (SRF) with a Finding of No Significant Impact, to review the revised Environmental Information Document (EID) for the Water System Improvements 2024 North English Road Water Main Extension Project.

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.

This project has been awarded funding through the Iowa State Revolving Fund (SRF) program, which is administered locally by the Iowa Department of Natural Resources (DNR). As part of the loan process, the project is subject to a federally mandated environmental review. The SRF program offers several financial advantages, including variable low interest rates, paying interest only on funds as they are drawn, 0% interest loans for planning and design costs for up to three years or until construction begins, and flexible repayment terms of up to 30 years. These features help reduce overall project costs and improve long-term affordability for the community.

The environmental review is summarized in an Environmental Information Document (EID), which is provided to the City by DNR and SRF environmental staff. The EID will be made available upon request, and a hardcopy will be available two weeks prior to the public hearing and will also be accessible at the hearing itself. The hearing notice will be advertised to the public not less than thirty (30) days before the date of the

hearing. Any public comments received during the hearing will be submitted to DNR/SRF staff for consideration.

This hearing is a required component of the SRF loan environmental review process and provides an opportunity for interested citizens to offer comments or raise questions regarding the potential environmental impacts of the proposed project.

Following the public hearing, the City will submit the public hearing record, the certification of publication, and the executed Environmental Information Document (EID) to the SRF Environmental Review Specialist for review and environmental clearance

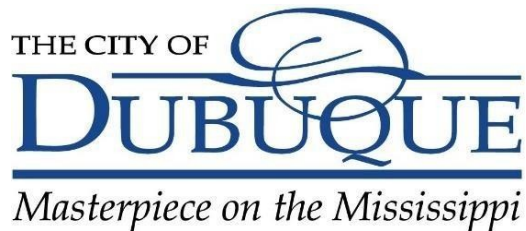
I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jenny Larson, Chief Financial Officer
Randy Gehl, Public Information Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor



TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: August 26, 2025

RE: Water System Improvements 2024 North English Road Water Main Extension
Project State Revolving Fund (SRF) Loan
Resolution Setting the Public Hearing - Environmental Review

INTRODUCTION

The purpose of this memorandum is to request the City Council adopt the attached resolution and set the public hearing for October 6, 2025, as required for all designated projects receiving assistance from the State Revolving Fund (SRF) with a Finding of No Significant Impact.

The purpose of the public hearing is to review the Environmental Information Document (EID) project area maps 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 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.

DISCUSSION

This project has been awarded funding through the Iowa State Revolving Fund (SRF) program, which is administered locally by the Iowa Department of Natural Resources (DNR). As part of the loan process, the project is subject to a federally mandated environmental review. The SRF program offers several financial advantages, including variable low interest rates, paying interest only on funds as they are drawn, 0% interest loans for planning and design costs for up to three years or until construction begins, and flexible repayment terms of up to 30 years. These features help reduce overall project costs and improve long-term affordability for the community.

The environmental review is summarized in an Environmental Information Document (EID), which is provided to the City by DNR and SRF environmental staff. The EID will be made available upon request, and a hardcopy will be available two weeks prior to the public hearing and will also be accessible at the hearing itself. The hearing notice will be advertised to the public not less than thirty (30) days before the date of the hearing. Any public comments received during the hearing will be submitted to DNR/SRF staff for consideration.

This hearing is a required component of the SRF loan environmental review process and provides an opportunity for interested citizens to offer comments or raise questions regarding the potential environmental impacts of the proposed project.

Following the public hearing, the City will submit the public hearing record, the certification of publication, and the executed Environmental Information Document (EID) to the SRF Environmental Review Specialist for review and environmental clearance.

REQUESTED ACTION

I respectfully request that the City Council adopt the attached resolution and set the public hearing for October 6, 2025, to review the revised Environmental Information Document (EID) for the Water System Improvements 2024 North English Road Water Main Extension Project.

cc: Jenny Larson, Chief Financial Officer
Randy Gehl, Public Information Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

RESOLUTION NO.____-25
STATE REVOLVING FUND (SRF) LOAN - ENVIRONMENTAL REVIEW
WATER SYSTEM IMPROVEMENTS 2024
NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT

SET THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON APPROVAL OF AN ENVIRONMENTAL REVIEW AS PROVIDED BY SRF'S DEPARTMENT OF NATURAL RESOURCES FOR THE PRIVATE LEAD SERVICE LINE REPLACEMENT PILOT PROGRAM

Whereas, the City of Dubuque is pursuing an engineered solution to 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 through an Iowa, State Revolving Fund assisted pilot program; and

Whereas, as part of the SRF loan process, the City is required to complete an environmental review through the public hearing process; and

Whereas, a discussion is to be held on the environmental impacts of the project; and

Whereas, a transcript of the public hearing and a summary of public comments will be available for public review.

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed Development Agreement, to be held on the 6th day of October 2025 at 6:30 p.m.

Section 2. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than thirty (30) days before the date of said hearing. At the hearing, any interested person may appear and file objections to the environmental impact document or attachments relating to the project.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

SRF Public Notice

PUBLIC HEARING NOTICE

The City of Dubuque will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

The proposed project includes installation of approximately 3,250 LF ductile iron pipe installed using standard open trench methods and 110 LF of steel casing will be jack and bored under North Cascade Rd. The open trench installation dimensions will be approximately 3,120-ft. by 10-ft. by 6-ft (LxWxH).

The purpose of this Public Hearing is to inform area residents of the community of Dubuque of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

October 6, 2025 – 6:30 p.m.
Historic Federal Building Second Floor Council Chambers
350 W. 6th Street, 2nd Floor Council Chambers
Dubuque, Iowa 52001

All interested persons are encouraged to attend this hearing. Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to Christopher Lester, Water Department Director at 563.589.4291. Additionally, public comments can be sent to SRF-PC@dnr.iowa.gov.

**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.

Airport Commission

One, 4-Year term through September 14, 2029 (Expiring term of Kutz-Weber)

Applicant:

Mariann Kurtz-Weber, 955 Prince Phillip Dr.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Airport Commission Applicant
3. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Tuesday, September 2, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT

Airport Commission

One, 4-Year term through September 14, 2029 (Expiring term of Kutz-Weber)

Applicant:

Mariann Kurtz-Weber, 955 Prince Phillip Dr.

CHAPTER 4

AIRPORT COMMISSION

SECTION:

12-4-1: Commission Created

12-4-2: Purpose

12-4-3: Internal Organization And Rules

12-4-4: Procedures For Operation

12-4-5: Membership

12-4-6: Oath

12-4-7: Terms

12-4-8: Vacancies

12-4-9: Officers; Organization

12-4-10: Meetings

12-4-11: Compensation

12-4-12: Removal

12-4-13: Powers

12-4-14: Annual Report

12-4-1: COMMISSION CREATED:

There is hereby created the airport commission. (Ord. 51-14, 8-4-2014)

12-4-2: PURPOSE:

The purpose of the commission is to manage, control, and operate the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-3: INTERNAL ORGANIZATION AND RULES:

The commission shall promulgate and put in force such rules and regulations as shall be deemed necessary and appropriate for the order, operation, management, control and supervision of the Dubuque Regional Airport. (Ord. 51-14, 8-4-2014)

12-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations, except where the policies are in conflict with the regulations of the federal aviation administration, the transportation security administration, or the Iowa department of transportation. (Ord. 51-14, 8-4-2014)

12-4-5: MEMBERSHIP:

The commission comprises five (5) residents of the city, appointed by the city council. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-7: TERMS:

The term of office for commissioners is four (4) years or until such member's successor is appointed and qualified. (Ord. 51-14, 8-4-2014)

12-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 51-14, 8-4-2014)

12-4-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a commissioner. The commission must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 51-14, 8-4-2014)

12-4-10: MEETINGS:

- A. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- B. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- C. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

D. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

E. Quorum: Three (3) members of the commission constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 51-14, 8-4-2014; amd. Ord. 20-24, 6-17-2024)

12-4-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 51-14, 8-4-2014)

12-4-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 51-14, 8-4-2014)

12-4-13: POWERS:

A. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport.

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the director of finance and budget to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof. (Ord. 51-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020)

12-4-14: ANNUAL REPORT:

An annual report will be prepared, submitted, and distributed in accordance with Iowa Code chapter 330. (Ord. 51-14, 8-4-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Todd Dalsing](#); [Cheryl Sheldon](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 8/4/2025 10:58:52 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:

Name: Mariann Kurtz Weber

Pronunciation: Please note that my last name is Weber, not Kurtz Weber, although I introduce myself with the full name

Street Address: 955 Prince Phillip Drive
You must live within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52003

Preferred Phone Number: 202-247-7836

Email Address(es): mkurtzweber@gmail.com

How did you hear about City of Dubuque Boards and Commission? Through a Friend, Other:

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? DBQ Air Board of Directors
Community Foundation of Greater Dubuque, Board Member
Member and Past President of the Dubuque Symphony Orchestra
Board of Directors,

Have you served on a Board, Commission, or Committee before? Yes

If yes, which? Airport Commission

Why are you interested in Commercial air service is essential to the economic growth and sustainability of Dubuque. I have served as an Airport Commissioner

applying for this Board or Commission?	for two terms, and am a Board Member of DBQ Air, an entity focused on sustainable commercial air service to Dubuque. I contribute the perspective of a frequent business traveler to the Commission, as I was a "road warrior" for nearly a decade, flying out of and into Dubuque bi-monthly for professional purposes.
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 frequent traveler for business and leisure purposes. I have traveled on a variety of airlines and through a variety of airports of all sizes around the world as my career in international development has taken me to more than 50 countries. I hold a master's degree in Management and have led business divisions with multi-million dollar budgets. This experience is directly applicable to planning, budgeting, marketing, and contract negotiations performed by the Airport Commission. accountabilities, etc, .
Share your experience working in diverse environments:	I lived abroad for 10 years, based in Poland, then in Bosnia and Herzegovina. In DC, I managed teams that included staff from more than 10 different nationalities with varied cultural and religious backgrounds.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Todd Dalsing, Dubuque Regional Airport Director, 563-589-4233. Todd reports to the Airport Commission, and I serve as the vice-chair of the Commission. Doug Brotherton, 563-580-4443. Fellow Airport Commissioner; Co-volunteer for the Dubuque YMCA Dolphins Swim Team
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):	Mariann Kurtz Weber
Date:	8-4-2025

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	Open	Open	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

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

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Matthew	Mauss	3/25/28

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

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Pat	Norton	7/1/28

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	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

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	Mary	Loney-Bichell	6/30/27
Business Prof - In Cultural Dist. 1	Nick	Halder	6/30/28
Business Prof 2	Gail	Chavenelle	6/30/27
Public Member 1	Shirley	Davis-Orwoll	6/30/28
Public Member 2	Doug	Donald	6/30/26
Public Member 3	David	Barba	6/30/26
Public Member 4	Jessica	Ochoa	6/30/28

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	Miquel	Jackson	4/6/29
Public Member 4	Open	Open	4/6/27
Public Member 5	Open	Open	4/6/27

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	Nathan	Wardle	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	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

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	7/1/28
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	7/1/28
Interim District Rep. 1	Adam	Schwendinger	NA

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	Jessica	Connery	7/1/29

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	8/17/28
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Open	Open	8/17/28
Public Member 7	Julietta	Scott	8/17/26
Public Member 8	Rick	Baumhover	8/17/28
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

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

**INVESTMENT AND CASH MANAGEMENT OVERSIGHT
ADVISORY COMMISSION**

3 Yr. Term - Meets 4th Thur..(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	Open	Open	7/1/28
Public Member 5	Open	Open	7/1/28

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.

Housing Commission Rep. 1	Julietta	Scott	8/17/26
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	Open	Open	7/1/28
Public Member 6	Open	Open	7/1/28

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	6/30/28
Public Member 6	Josh	Jorgenson	6/30/28
Public Member 7	Jason	Henkel	6/30/28

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	Open	Open	7/1/28
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	7/1/28

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.

Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
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	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..

Public Member 1	Matthew	Mulligan	7/1/28
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	7/1/28

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

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for Redevelopment of 1550 Elm Street

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque, and City Attorney recommending approval.
RESOLUTION Approving Disposal Of An Interest In Real Property Owned By The City Of Dubuque By Sale Through A Development Agreement With Greater Dubuque Impact Investment Fund

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

ATTACHMENTS:

1. CB Memo
2. Staff Memo
3. Development Agreement
4. Resolution Disposing Interest
5. EXHIBIT A

TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for redevelopment of 1550 Elm Street

DATE: August 27, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque.

The proposed Development Agreement includes the following:

- Developer will purchase approximately 0.59 acres at 1550 Elm Street for \$174,800, to be offset by a land acquisition grant of the same amount, contingent upon the construction of the improvements required by the Agreement.
- Developer will construct community health and related office facilities to be operated by a nonprofit healthcare provider for a total estimated cost of \$5,000,000.00.
- Developer will begin construction on or before October 1, 2027 and shall be substantially completed by April 1, 2029. This timeline allows for an anticipated 18–24-month environmental assessment/mitigation process ahead of construction.
- If the property is subject to real property taxes, City will provide 10 years of tax increment financing rebates. If the property qualifies for exemption as nonprofit use, the owner is allowed to apply for that exemption.

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

CB: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: Jason D. Lehman, Assistant City Attorney

FROM: Jill Connors, Economic Development Director

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund

DATE: August 29, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund

BACKGROUND

The Greater Dubuque Impact Investment Fund (Developer) is a non-profit community development organization designed to coordinate difficult or complex redevelopment projects that are critical to the prosperity of the greater Dubuque community. Using *Impact Investment* principles, where multiple sources of funds come together to achieve social impact and economic return, it will support project funding, coordinate implementation strategies, advocate for property redevelopment and coordinate the collaboration of public and private entities.

DISCUSSION

The Impact Fund has analyzed critical challenges and opportunities for the Greater Dubuque region, one of which is community health care capacity. Its board of directors has identified an initial project for the redevelopment of 1550 Elm Street to address this challenge. The property is located in an area of town which could benefit from expanded healthcare offerings but is part of a former junkyard, which makes its redevelopment challenging from a process and financial standpoint. For this reason, the Impact Fund has decided to step in to advance the redevelopment of the property.

The proposed Development Agreement includes the following:

- Developer will purchase approximately 0.59 acres at 1550 Elm Street for \$174,800, to be offset by a land acquisition grant of the same amount, contingent upon the construction of the improvements required by the Agreement.
- Developer will construct community health and related office facilities to be operated by a nonprofit healthcare provider for a total estimated cost of \$5,000,000.00.
- Developer will begin construction on or before October 1, 2027 and shall be substantially completed by April 1, 2029. This timeline allows for an anticipated 18–24-month environmental assessment/mitigation process ahead of construction.
- If the property is subject to real property taxes, City will provide 10 years of tax increment financing rebates. If the property qualifies for exemption as nonprofit use, the owner is allowed to apply for that exemption.

Via Resolution 249-25 dated July 21, 2025, the City Council set forth its proposal to dispose of its interests in the Property and the City Clerk published a notice on July 23, 2025 as required by law soliciting competitive proposals for the Property. The public hearing must be held at least 30 days following the public notice. During those 30 days, other potential developers have had the opportunity to bring forward a competing proposal for development of the property. If a competing proposal is received, the City Council may consider the two proposals and select the proposal it determines is in the best interest of the community. No competing proposals have been received to date.

RECOMMENDATION

I recommend the City Council adopt the attached resolution approving the attached Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
GREATER DUBUQUE IMPACT INVESTMENT FUND**

THIS DEVELOPMENT AGREEMENT, dated for reference purposes the _____ day of _____, 2025, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act), and Greater Dubuque Impact Investment Fund, an Iowa nonprofit corporation (Developer).

WITNESSETH:

WHEREAS, City is the owner of 0.59 acres of real estate located in the City of Dubuque, County of Dubuque, State of Iowa, legally described as

LOTS 182, 183, 184, 185 & 186 EAST DUBUQUE ADD, locally known as
1550 Elm Street (the Property)

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District which has been so designated by City Council Resolution 123-67, as subsequently amended through and including the date hereof (the Urban Renewal Plan) attached hereto as Exhibit A, as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer has requested that City sell the Property to Developer with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may redevelop the Property for purposes of creating a community health and related office facilities with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement; and

WHEREAS, 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, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa and is on file with the City of Dubuque City Clerk; and

WHEREAS, City believes that the development of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best

interests of City and in accord with the public purposes and provisions of the applicable federal, state and local laws and the requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. CONVEYANCE OF PROPERTY TO DEVELOPER

1.1 Purchase Price. The purchase price for the Property (the Purchase Price) shall be One Hundred Seventy-Four Thousand Eight Hundred Dollars (\$174,800) (for 0.59 net usable acres) which shall be due and payable by Developer in immediately available funds in favor of City, on or before September 10, 2025, or on such other date as the parties may mutually agree (the Closing Date) but in no event shall the Closing Date be later than the 12th day of September, 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.

1.2 Title to Be Delivered. City agrees to convey good and marketable fee simple title in the Property to Developer subject only to easements, restrictions, conditions, and covenants of record as of the date hereof to the extent not objected to by Developer as set forth in this Agreement or after examination of the abstract of title, and to the conditions subsequent set forth in Section 6.3, below:

(1) City, at its sole cost and expense, shall deliver to Developer an abstract of title to the Property continued through the date of this Agreement reflecting merchantable title in City in conformity with this Agreement and applicable state law. The abstract shall be delivered together with full copies of any and all encumbrances and matters of record applicable to the Property, and such abstract shall become the property of Developer when the Purchase Price is paid in full in the manner as aforesaid.

(2) Developer shall have until time of the Closing to render objections to title, including any easements or other encumbrances not satisfactory to Developer, in writing to City. Developer agrees, however, to review the Abstract promptly following Developer's receipt of Developer's land survey and the Abstract and to promptly provide City with any objections to title identified therein. Nothing herein shall be deemed to limit Developer's rights to raise new title objections with respect to matters revealed in any subsequent title examinations and surveys and which were not identified in the Abstract provided by the City. City shall promptly exercise its best efforts to have such title objections removed or satisfied and shall advise Developer of intended action within ten (10) days of such action. If City shall fail to have such objections removed as of the Closing, or any extension thereof consented to by Developer, Developer may, at its sole discretion, either (a)

terminate this Agreement without any liability on its part, and any sums previously paid to City by Developer (or paid into escrow for City's benefit) shall be returned to Developer with interest, or (b) take title subject to such objections. City agrees to use its best reasonable efforts to promptly satisfy any such objections.

1.3 Rights of Inspection, Testing and Review. Developer, its counsel, accountants, agents, and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to City. Developer and its agent and representatives shall also have the right to enter upon the Property at any time after the execution and delivery hereof for any purpose whatsoever, including inspecting, surveying, engineering, test boring, and performing environmental tests, provided that Developer shall hold City harmless and fully indemnify City against any damage, claim, liability or cause of action arising from or caused by the actions of Developer, its agents, or representatives upon the Property (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the Property), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analyses as they consider appropriate.

1.4 Representations and Warranties of City. In order to induce Developer to enter into this Agreement and purchase the Property, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) There is no action, suit or proceeding pending, or to the best of City's knowledge, threatened against City which might result in any adverse change in the Property being conveyed or the possession, use or enjoyment thereof by Developer, including, but not limited to, any action in condemnation, eminent domain or public taking.

(2) 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.

(3) All leases, contracts, licenses, and permits between City and third parties in connection with the maintenance, use, and operation of the Property have been provided to Developer and City has provided true and correct copies of all such documents to Developer.

(4) City has good and marketable fee simple title interest in the Property.

- (5) The Property has a permanent right of ingress or egress to a public roadway for the use and enjoyment of the Property.
- (6) City has notified Developer in writing of any past notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, or health violations as they relate to the Property of which it has actual notice.
- (7) Payment has been made for all labor or materials which have been furnished to the Property or will be made prior to the Closing so that no lien for labor performed or materials furnished can be asserted against the Property.
- (8) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject.
- (9) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement, and 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 C.
- (10) All city utilities necessary for the development and use of the Property as a community health and related office facilities adjoin the Property, and Developer shall have the right to connect to said utilities, subject to City's connection fees.
- (11) The Property is free and clear of any occupants, and no party has a lease to or other occupancy or contract right in the Property that shall in any way be binding upon Property or Developer.
- (12) City represents and warrants that any fees or other compensation which may be owed to a broker engaged directly or indirectly by City in connection with the purchase and sale contemplated in this Agreement are the sole responsibility and obligation of City and that City will indemnify Developer and hold Developer harmless from any and all claims asserted by any broker engaged directly or indirectly by City for any fees or other compensation related to the subject matter of this Agreement.
- (13) City shall exercise its best efforts to assist Developer in the development process.

(14) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(15) With respect to the period to and during which City has owned or occupied the Property, and to City's knowledge after reasonable investigation with respect to the time before City owned or occupied the Property, no person or entity has caused or permitted materials to be stored, deposited, treated, recycled, or disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under environmental laws.

(16) The representations and warranties contained in this Section 1.4 shall be correct in all respects on and as of the Closing with the same force and effect as if such representations and warranties had been made on and as of the Closing Date and shall survive the Closing.

1.5 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 1.4 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the Closing, City shall deliver a certificate in the form of Exhibit H.

(2) Title to the Property shall be in the condition warranted in Section 1.4.

(3) Developer, in its sole and absolute discretion, having completed and approved of any inspections and feasibility studies conducted by Developer hereunder.

(4) Developer having obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the sale, transfer and development of the Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith except those expenses customarily borne by the City in such reviews. In connection therewith, the City agrees (a) to review all of Developer's plans and specifications for the project and to either reject or approve the same in a prompt and timely fashion; (b) to issue a written notification to Developer, following City's approval of same, indicating that the City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments

to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders shall have the right to rely upon the same in proceeding with the project; (c) to identify in writing within ten (10) working days of submission of said plans and specifications, any and all permits, approvals and consents that are legally required for the acquisition of the Property by Developer, and the construction, use and occupancy of the project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the project and issuing legal opinions in connection therewith; and (d) to cooperate fully with Developer to streamline and facilitate the obtaining of such permits, approvals and consents.

(5) City having completed all required notice to or prior approval, consent or permission of any federal, state, municipal or local governmental agency, body, board or official to the sale of the Property; and consummation of the Closing by City shall be deemed a representation and warranty that it has obtained the same.

(6) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(7) Developer shall have furnished City with evidence, in a form reasonably 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 rehabilitation of the Property for development in conformance with the Development Plans (as defined herein), or City shall have received such other evidence of such party's financial ability as in the reasonable judgment of City is required.

(8) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit D.

(9) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void and Developer shall be entitled to return of any earnest money paid.

1.6 Closing. The closing of the purchase and sale shall take place on the Closing Date. Exclusive possession of the Property shall be delivered on the Closing Date, in its current condition and in compliance with this Agreement, including City's representations and warranties regarding the same. Consummation of the Closing shall be deemed an

agreement of the parties to this Agreement that the conditions of closing have been satisfied or waived.

1.7 City's Obligations at Closing. At or prior to Closing Date, City shall:

- (1) Deliver to Developer City's duly recordable Special Warranty Deed to the Property (in the form attached hereto as Exhibit F) (the Deed) conveying to Developer marketable fee simple title to the Property and all rights appurtenant thereto, subject only to easements, restrictions, conditions and covenants of record as of the date hereof and not objected to by Developer as set forth in this Agreement, and to the conditions subsequent set forth in Section 6.3 below.
- (2) Deliver to Developer the Abstract of Title to the Property.
- (3) Deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

1.8 Delivery of Purchase Price; Obligations At Closing. At closing, and subject to the terms, conditions, and provisions hereof and the performance by City of its obligations as set forth herein, Developer shall pay the Purchase Price to City pursuant to Section 1.1 hereof, but subject to Developer receiving an offsetting credit pursuant to Section 3.1 below.

1.9 Closing Costs. The following costs and expenses shall be paid in connection with the closing:

- (1) City shall pay:
 - (a) The transfer fee and transfer taxes, if any, imposed on the conveyance.
 - (b) A pro-rata portion of all taxes as provided in Section 1.10.
 - (c) All special assessments, if any, whether levied, pending, or assessed.
 - (d) City's attorney's fees, if any.
 - (e) The cost of recording the satisfaction of any existing mortgage and any other document necessary to make title marketable.
 - (f) City's broker and/or real estate commissions and fees, if any.
 - (g) The cost of the abstract and title work.
- (2) Developer shall pay the following costs in connection with the closing:
 - (a) The recording fee necessary to record the Deed.
 - (b) Developer's attorneys' fees.
 - (c) Developer's broker and/or real estate commissions and fees, if any.
 - (d) A pro-rata portion of all taxes as provided in Section 1.10.

1.10 Real Estate Taxes. City shall pay all real estate taxes for the Property for all fiscal years prior to the fiscal year in which Closing Date occurs. Real estate taxes for the fiscal year in which Closing Date occurs shall be prorated between City and Developer to Closing Date on the basis of a 365-day calendar year. Developer shall pay or cause to be paid all real estate taxes due in subsequent fiscal years. Any proration of real estate taxes on the Property shall be based upon such taxes for the year currently payable.

SECTION 2. DEVELOPMENT ACTIVITIES.

2.1 Required Minimum Improvements. City acknowledges that the Project is the redevelopment of a building and surrounding land, specifically, Developer agrees to create a community health and related office facilities to be operated by a nonprofit healthcare provider for a total estimated cost of Five Million Dollars (\$5,000,000.00) (the Minimum Improvements) all as more particularly depicted and described on the plans and specifications to be delivered to and approved by City as contemplated in this Agreement.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property (the Development Plans) and the construction of the Minimum 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 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 be commenced on or before October 1, 2027 and shall be substantially completed by April 1, 2029. 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 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.

However, if Developer has not commenced construction by July 1, 2030, City may terminate this Agreement without any further obligation to Developer hereunder, and the Property shall re-vest in City as provided in Section 6.3.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements the City Manager shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and

termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of Developer to construct the Minimum Improvements. The Certificate of Completion, in the form attached hereto as Exhibit G, shall waive all rights of re-vestment of title to the Property as provided in Section 6.3.

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 Acquisition Grant to Developer.

(1) For and in consideration of Developer's obligations hereunder to construct the Minimum Improvements, City agrees to make an Acquisition Grant to Developer on the Closing Date in the following amount: One Hundred Seventy Four Thousand Eight Hundred Dollars (\$174,800.00).

(2) The parties agree that the Acquisition Grant shall be payable in the form of a credit favoring Developer with the effect of directly offsetting the Purchase Price obligation of Developer.

3.2 Economic Development Grants.

A. Grants Related to Minimum Improvements.

(1) For and in consideration of Developer's obligations hereunder, if Developer or subsequent tenant is subject to Iowa real property taxes, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the “Economic Development Grants”) to Developer, as follows:

November 1, 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

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Property and Minimum Improvements constructed by Developer thereon (the collected tax increment revenue being referred to herein as the “Developer Tax Increments”). City and Developer agree that for purposes of this Section 3.2(1), the assessed value of the Property as of January 1, 2025 is One Hundred Seventy-Four Thousand Eight Hundred Dollars (\$174,800.00).

Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect of the Property and Minimum Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

(2) To fund the Economic Development Grants, City has certified to the County prior to December 1, 2029 and shall certify prior to December 1 of each year its request for the available Developer Tax Increments, resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1 and May 1 of that fiscal year. (Example: If City so certifies by December 1, 2029, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2030, and May 1, 2031).

(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 Impact Fund TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the Term and to apply the incremental taxes collected in respect of the Property and Minimum Improvements and allocated to the Impact Fund TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.2(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 Impact Fund 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 3.2.

(4) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination or reduction of the annual Economic Development Grants permitted under this Section 3.2, 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.

B. All of City's obligations under this Agreement, including but not limited to City's obligation to pay the Economic Development Grants to Developer, shall be subject to City having completed all hearings and other procedures required to amend the Urban Renewal Plan to describe the Urban Renewal Project being undertaken in accordance with this Agreement and to amend the ordinance for the division of revenue under Iowa Code Ch. 403. In the event City fails to complete all hearings and other procedures required to take the actions required by this paragraph, Developer may terminate this Agreement without further obligation to City and shall be entitled to return of any earnest money paid.

3.3 Site Preparation. City reserves the right to approve, consistent with City's rights, duties and obligations under applicable laws, ordinances, rules, and regulations, the design and specifications for any site preparation work.

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 4.1. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the Term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on

the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section 4.2 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. Provided, however, in the event City elects not to appropriate sufficient funds in the budget for any fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that year, then Developer may terminate this Agreement without any further obligation to City hereunder, provided, however that Developer shall reconvey the Property to City as provided in Section 6.4, but only if Developer has not constructed any of the Minimum Improvements on the Property.

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 Real Property Taxes. From and after the Closing Date, Developer shall pay or cause to be paid, when due and before delinquency, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.3 No Other Exemptions. During the Term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions, except for any owner or use which qualifies for exemption as a nonprofit use, 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.

5.4 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

All risk builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the replacement value when construction is completed, naming City as lender loss payable.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) all risk property insurance against loss and/or damage to the Minimum Improvements under an insurance policy written in an amount not less than the full insurable replacement value of Minimum Improvements, listing City as lender loss payable. The term "replacement value" shall mean the actual replacement cost of Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer agrees to notify City immediately in the case of damage exceeding Two Hundred Thousand Dollars (\$200,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. The net proceeds of any such insurance (the Net Proceeds) shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such

repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

5.5 Preservation of Property. During the Term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

5.6 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.7 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.

5.8 Transferability. During the Term of this Agreement, this Agreement may not be assigned and the Property and any portion of the Property may not be sold or otherwise transferred by Developer without the prior written consent of City in City's sole discretion. City has no obligation to consent to any assignment or sale.

5.9 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

- (1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a community health and office facilities is in full compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments

to the Urban Renewal Plan,) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of age, color, familial status, marital status, gender identity, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.10 Release and Indemnification Covenants.

(1) Developer releases City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section 5.10, the Indemnified Parties) from and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements, unless such loss or damage to property or injury to or death of a person is caused by the Indemnified Parties' negligent acts or omissions.

(2) 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) Developer's acts or omissions which constitute or purport to constitute a violation of any agreement or condition of this Agreement; or (2) Developer's acts or omissions connected with its acquisition, construction, installation, ownership, and operation of the Minimum Improvements or (3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused by Developer's acts or omissions occurring after Developer takes possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be on, in or about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises,

agreements and obligations of City, and not of any governing body member, officer, agent, servant or employee of City in their individual capacity thereof.

(5) The provisions of this Section 5.12 shall survive the termination of this Agreement.

5.11 Compliance with Laws. Developer shall comply with all federal, state, and local laws, rules and regulations relating to its businesses, other than laws, rules and regulations for which the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

5.12 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.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES.

6.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer in any portion of the Property or the Minimum Improvements in violation of the provisions of this Agreement.

(4) Failure by Developer 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 of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;

(2) Until the Closing Date, City may cancel and rescind this Agreement;

(3) City may withhold the Certificate of Completion; or

(4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 Re-vesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer and Prior to Issuance of Certificate of Completion. In the event that, subsequent to Closing and prior to receipt by Developer of the Certificate of Completion, an Event of Default under Section 6.1 (1) through (4) of this Agreement occurs and is not cured within the times specified in Section 6.2, or the Property has not been rezoned to allow for the intended use of the Minimum Improvements, then City shall have the right to re-enter and take possession of the Property and any portion of the Minimum Improvements thereon and to terminate Developer's estate, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property was made upon the condition that, in the event of default under Section 6.1 (1) through (4) on the part of Developer and failure on the part of Developer to cure such default within the period and in the manner stated herein, City may declare a termination of this Agreement in favor of City of the title and of all Developer's rights and interests in and to the Property, and that such title and all rights and interests of Developer, and any assigns or successors in interests of Developer, and any assigns or successors in interest to and in the Property, shall revert to City (subject to the provisions of this Section 6.3 of this Agreement), but only if the events stated in Section 6.1 of this Agreement have not

been cured within the time period provided above, or, if the events cannot be cured within such time periods, Developer does not provide assurance to City, reasonably satisfactory to City, that the events will be cured as soon as reasonably possible.

6.4 Resale of Reacquired Property; Disposition of Proceeds. Upon the re-vesting in City of title to the Property as provided in Section 6.3 of this Agreement, City shall pay to Developer the Purchase Price which Developer paid to City for the Property, less any amount required to provide clear title to the Property, including but not limited to prorated taxes and any mortgages, liens, or other encumbrances.

6.5 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.

6.6 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.

6.7 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.

6.8 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS.

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in

any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

(1) If to Developer: Greater Dubuque Impact Investment Fund
Attn: Waqar Abbas
700 Locust Street, Ste 195
Dubuque, Iowa 52001

With copy to: Flint Drake
Drake Law Firm, PC
300 Main St., Suite 323
Dubuque, Iowa 52001

(2) If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque, Iowa 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section 7.1.

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 Term; Termination Date. The Term of this Agreement and the rights and obligations of the parties hereunder shall commence upon execution by both parties and shall terminate at midnight on June 1, 2041 (the Termination Date).

7.4 Execution By Facsimile. The parties agree that this Agreement may be transmitted among them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.5 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit E in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed.

CITY OF DUBUQUE, IOWA

**GREATER DUBUQUE IMPACT
INVESTMENT FUND**

By: _____
Brad M. Cavanagh, Mayor

By: Kevin J. Lynch
Kevin Lynch, President

ATTEST:

By: _____
Adrienne Breitfelder, City Clerk

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Plat
Exhibit C	City Attorney Certificate
Exhibit D	Opinion of Counsel to Developer
Exhibit E	Memorandum of Development Agreement
Exhibit F	Deed
Exhibit G	Certificate of Completion
Exhibit H	City Certificate
Exhibit I	Insurance Acknowledgement

EXHIBIT A

URBAN RENEWAL PLAN

A copy of the Plan and amendments is on file in the Office of the City Clerk,
City Hall, 50 West 13th Street, Dubuque, Iowa

EXHIBIT B

PLAT

Index Legend	
Location:	LOTS 182-186, LOTS 217-221 & LOT 182A EAST DUBUQUE ADDITION IN THE CITY OF DUBUQUE, IA
Proprietor:	CITY OF DUBUQUE
Requestor:	CITY OF DUBUQUE
Surveyor:	JOHN M. TRANMER
Surveyor Company:	IIW, P.C., 4155 PENNSYLVANIA AVE DUBUQUE, IOWA 52002-2628 PHONE: (563)556-2464

Doc ID: 010302430001 Type: GEN
Kind: RETRACEMENT SURVEY
Recorded: 06/25/2019 at 09:55:13 AM
Fee Amt: \$7.00 Page 1 of 1
Dubuque County Iowa
John Murphy Recorder
File **2019-00006553**

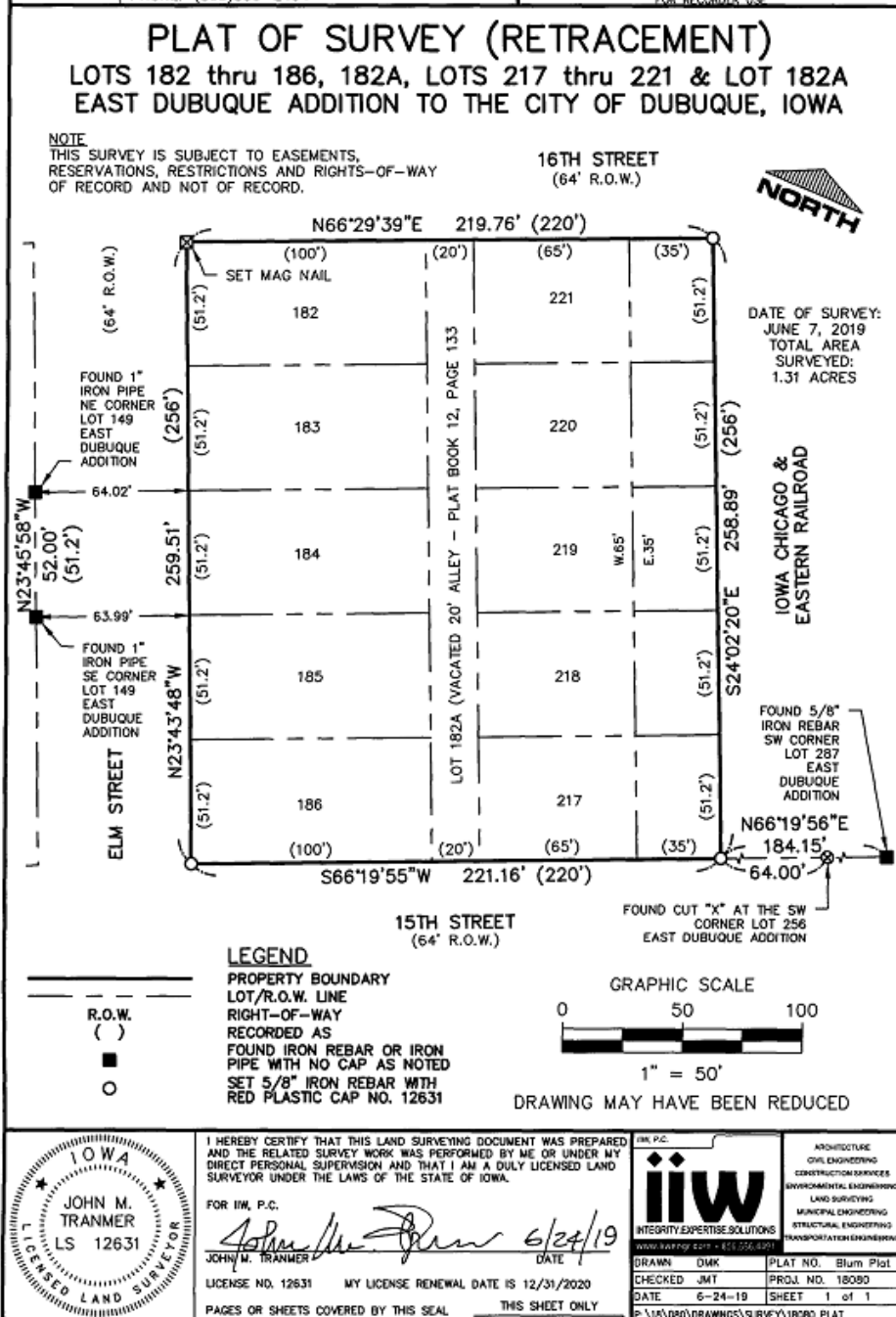


EXHIBIT C
CITY ATTORNEY'S CERTIFICATE

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



(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 Greater Dubuque Impact Investment Fund (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:tls

EXHIBIT D
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 Greater Dubuque Impact Investment Fund

Dear Mayor and City Councilmembers:

We have acted as counsel for Greater Dubuque Impact Investment Fund, (Developer) in connection with the execution and delivery of a certain 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 corporation organized and existing under the laws of the State of _____ and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. 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.

Very truly yours,

EXHIBIT E
MEMORANDUM OF DEVELOPMENT AGREEMENT

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

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and between the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Greater Dubuque Impact Investment Fund, was made regarding the following described premises:

LOTS 182, 183, 184, 185 & 186 EAST DUBUQUE ADD, locally known as 1550 Elm Street (the Property)

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 of Development Agreement and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, 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 that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT F

DEED

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

Tax Statement to:

Greater Dubuque Impact Investment Fund
Attn: Kevin Lynch, President
700 Locust Street
Dubuque, Iowa 52001

SPECIAL WARRANTY DEED

The City of Dubuque, Iowa, a municipal corporation of the State of Iowa (Grantor), in consideration of the Grantee named below undertaking the obligations of the Developer under the Development Agreement described below and the sum of Ten and no/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, and pursuant to the authority of Chapter 403, Code of Iowa, does hereby GRANT, SELL AND CONVEY unto Greater Dubuque Impact Investment Fund, an Iowa Business Corporation (Grantee), the following described parcel situated in the County of Dubuque, State of Iowa, to wit (the Property):

LOTS 182, 183,184,185 & 186 EAST DUBUQUE ADD, locally known as
1550 Elm Street (the Property)

This Deed is given pursuant to the authority of Resolution No. _____ of the City Council of the City of Dubuque adopted the ____ day of _____, 2025, the terms and conditions thereof, if any, having been fulfilled.

This Deed is being delivered in fulfillment of Grantor's obligations under and is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement executed by Grantor and Grantee herein, dated the ____ day of _____, 2025 (the Agreement), a memorandum of which was recorded on the ____ day of _____, 2025, in the records of the Recorder of Dubuque County, Iowa, Instrument Number _____ - _____.

Promptly after completion of the improvements and payment in full of the Purchase Price for the Property in accordance with the provisions of the Agreement, Grantor will furnish Grantee with a Certificate of Completion in the form set forth in the Agreement. Such certification by Grantor shall be, and the certification itself shall so state, a conclusive determination of satisfaction and termination of the agreements and covenants

of the Agreement and of this Deed with respect to the obligation of Grantee, and its successors and assigns, to construct improvements and the dates for the beginning and completion thereof and pay the Purchase Price for the Property, it being the intention of the parties that upon the granting and filing of the Certificate of Completion that all restrictions, re-vesting of title, and reservations of title contained in this Deed be forever released and terminated and that any remaining obligations of Grantee pursuant to the Agreement shall be personal only.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder of Dubuque, Iowa. If Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, Grantor shall, within twenty days after written request by Grantee, provide Grantee with a written statement indicating in adequate detail in what respects Grantee has failed to complete the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain such certification.

In the event that an Event of Default occurs under the Agreement and Grantee herein shall fail to cure such default within the period and in the manner stated in the Agreement, then Grantor shall have the right to re-enter and take possession of the Property and to terminate and re-vest in Grantor the estate conveyed by this Deed to Grantee, its assigns and successors in interest, in accordance with the terms of the Agreement.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

Grantor hereby covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever claiming by, through and under it.

Dated this ____ of _____, 2025 at Dubuque, Iowa.

CITY OF DUBUQUE IOWA

Attest:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne N. Breitsfelder, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me a Notary Public in and for said County, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Dubuque, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Dubuque County, Iowa

EXHIBIT G
CERTIFICATE OF COMPLETION

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

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa (City), and Greater Dubuque Impact Investment Fund (Developer) have entered into a Development Agreement (the Agreement) dated as of [Date], with respect to certain real property located within the Dubuque Industrial Center Economic Development District and as more particularly described as follows:

LOTS 182, 183, 184, 185 & 186 EAST DUBUQUE ADD, locally known as
1550 Elm Street

(the "Property"); and

WHEREAS, said Agreement contains certain covenants and conditions with respect to the development of the Property, and obligates Developer to construct certain Minimum Improvements in accordance with the Agreement; and

WHEREAS, Developer has performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by City to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Property and pay for the same have been completed and performed by Developer to the satisfaction of City and such covenants and conditions are hereby terminated.

The Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions of said Agreement which would have resulted in a forfeiture by Developer and right of City to re-enter and take possession of the Property as set forth in said Agreement if such covenants and conditions had not been satisfied, and that said Agreement shall otherwise remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael C. Van Milligen, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Dubuque, Iowa, a municipal corporation, and that the instrument was signed on behalf of the corporation, and Michael C. Van Milligen acknowledged the execution of the instrument to be his voluntary act and deed.

Notary Public in and for said State

EXHIBIT H
CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

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 _____ (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) There is no action, suit or proceeding pending, or to the best of City's knowledge, threatened against City which might result in any adverse change in the Property being conveyed or the possession, use or enjoyment thereof by Developer, including, but not limited to, any action in condemnation, eminent domain or public taking;
- (2) No ordinance or hearing is pending or, to the best of City's knowledge, contemplated before any local governmental body which 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;
- (3) All leases, contracts, licenses, and permits between City and third parties in connection with the maintenance, use, and operation of the Property have been provided to Developer and City has provided true and correct copies of all such documents to Developer;
- (4) City has good and marketable fee simple title interest to the Property;
- (5) City has notified Developer in writing of any past notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution or health violations as they relate to the Property of which it has actual notice;
- (6) The Property will as of the date of the Closing Date be free and clear of all liens, security interests, and encumbrances and payment has been made for all labor or materials that have been furnished to the Property or will be made prior to

the Closing Date so that no lien for labor performed or materials furnished can be asserted against the Property;

(7) 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 each Closing confirming the representation contained herein, in form and substance attached hereto as Exhibit C;

(8) All City utilities necessary for the development and use of the Property adjoin the Property, and Developer shall have the right to tie into and use said utilities upon payment to City of the required connection and tap fees and all other applicable fees; provided, however, that the cost of any utility relocation shall be at the sole cost of Developer;

(9) The Property is free and clear of any occupants, and no party has a lease to or other occupancy or contract right in the Property which shall in anyway be binding upon the Property or Developer;

(10) City shall exercise its best efforts to cooperate with Developer in the development process;

(11) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion;

(12) City makes no warranties or representations as to the condition of the Property other than those which are expressly stated in this Agreement;

(13) City has completed all required notice to or prior approval, consent or permission of any federal, state or municipal or local governmental agency, body, board or official to the sale of the Property; and consummation of the Closing by City shall be deemed a representation and warranty that it has obtained the same;

(14) City represents and agrees that use of the Property as a community health and related office facilities as described in this Agreement is in full compliance with the Urban Renewal Plan;

(15) The Property has a permanent right of ingress and egress to a public roadway for the use and enjoyment of the Property;

(16) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are

bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject; and

(17) The representations and warranties contained in this letter 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, and such representations and warranties shall survive the Closing.

Sincerely,

Michael C. Van Milligen
City Manager

EXHIBIT I

INSURANCE ACKNOWLEDGEMENT

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.

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: Kevin Lynch, President

Prepared by: Jill Connors, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
Return to: Jill Connors, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105

RESOLUTION NO. _____-25

APPROVING DISPOSAL OF AN INTEREST IN REAL PROPERTY OWNED BY THE CITY OF DUBUQUE BY SALE THROUGH A DEVELOPMENT AGREEMENT WITH GREATER DUBUQUE IMPACT INVESTMENT FUND

WHEREAS, the City Council of Dubuque, Iowa, did on April 21, 2025 adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District (“the Plan”) for the Urban Renewal Area described therein; and

WHEREAS, the City of Dubuque, Iowa, is interested in stimulating reinvestment in the Greater Downtown Urban Renewal District; and

WHEREAS, the Plan provides, among other things, for the disposition of properties for private development purposes; and

WHEREAS, Greater Dubuque Impact Investment Fund has submitted to the City a proposal in the form of an offer to purchase (the “Development Agreement”) for the purchase of certain City-owned real property hereinafter described, to wit LOTS 182, 183, 184, 185 & 186 EAST DUBUQUE ADD, locally known as 1550 Elm Street (“the Property”), which Development Agreement proposes Greater Dubuque Impact Investment Fund will undertake the redevelopment of a building and surrounding land on the Property as described therein, which Property is the real estate consisting of 0.59 acres shown on Exhibit A, and which Development Agreement requests that this Property be made available for sale as rapidly as possible; and

WHEREAS, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and the Plan similarly authorizes the City to dispose of property; and

WHEREAS, in compliance with Iowa Code Section 403.8, and to the extent required by law, Iowa Code Section 364.7, the City Council has set forth its proposal to dispose of its interest in the Property and the City Clerk published notice on July 23, 2025 as required by law soliciting competitive proposals for the Property; and

WHEREAS, as of 10:00 a.m. on September 2, 2025, the City Clerk received no competitive proposals for the Property; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to approve the Development Agreement proposed by Greater Dubuque Impact Investment Fund and the sale of the Property as provided in the Development Agreement.

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

Section 1. The Council finds that the transfer of the Property will promote the purposes of the urban renewal law, Iowa Code Ch. 403 in the City and, together with the other consideration provided for in the Agreement, that these benefits constitute fair value for the City's disposal of interests in the Property under Iowa Code Section 403.8.

Section 2. The Development Agreement between the City and Greater Dubuque Impact Investment Fund including the sale of the Property as provided therein, is hereby approved.

Section 3. The Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Dubuque.

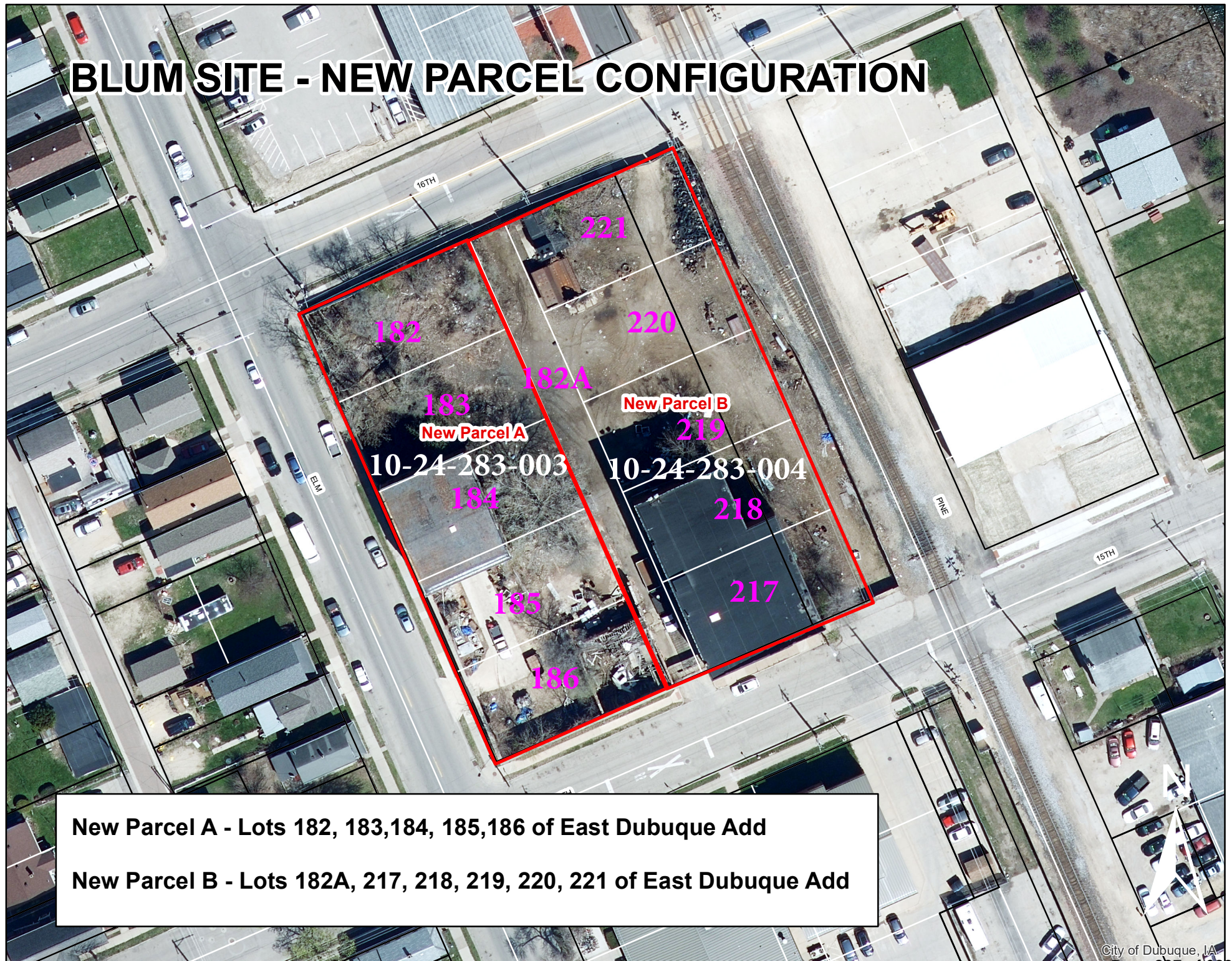
Passed, approved and adopted this 2nd day of September, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

BLUM SITE - NEW PARCEL CONFIGURATION



New Parcel A - Lots 182, 183, 184, 185, 186 of East Dubuque Add

New Parcel B - Lots 182A, 217, 218, 219, 220, 221 of East Dubuque Add

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE:	Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.3 for the Dubuque Industrial Center Economic Development District, and City Manager recommending approval. RESOLUTION Approving The Amended And Restated Urban Renewal Plan, Version 2025.3, For The Dubuque Industrial Center Economic Development District
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Urban Renewal Plan, Version 2025.3
4. Attachment A - Map
5. Attachment B-1
6. Attachment B-2
7. Attachment C
8. Attachment D - Legal Description
9. Consultation Minutes
10. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3

DATE: August 27, 2025

Economic development Director Jill Connors is recommending adoption of a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.3 for the Dubuque Industrial Center Economic Development District.

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years.

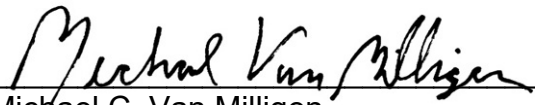
This proposed amendment of the Dubuque Industrial Center Economic Development District would result in the removal of property from Subarea B. Due to legislation in 1995, the collection of tax increment in urban renewal areas designated for economic development purposes is limited to 20 years. Subarea B of the District in which this parcel is located had its "TIF sunset" in 2018. If the parcel were to remain in Subarea B, the City would be unable to provide full future economic development incentives. The property will still remain within the Dubuque Industrial Center Economic Development District Urban Renewal Area.

The removal of certain property from the expired Subarea B is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement by and between the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc. The property will be designated as a new subarea in a subsequent amendment of the Urban Renewal Plan.

The City of Dubuque has had tremendous success with its economic development approach, receiving multiple national recognitions for job creation. This is in no small part due to the City's decision in the mid 1990's to acquire and develop over 900 acres of property to provide a 20-year supply of industrial park land, which with subsequent

property acquisitions has expanded to almost 1,500 acres. This proposed modification of the District would further the City's goals for economic development.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3

DATE: August 21, 2025

INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.3 for the Dubuque Industrial Center Economic Development District ("District").

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would remove property from Subarea B of the District.

BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W).

DISCUSSION

This proposed amendment of the Dubuque Industrial Center Economic Development District would result in the removal of property from Subarea B. Due to legislation in 1995,

the collection of tax increment in urban renewal areas designated for economic development purposes is limited to 20 years. Subarea B of the District in which this parcel is located had its “TIF sunset” in 2018. If the parcel were to remain in Subarea B, the City would be unable to provide full future economic development incentives. The property will still remain within the Dubuque Industrial Center Economic Development District Urban Renewal Area.

The removal of certain property from the expired Subarea B is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement by and between the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc. The property will be designated as a new subarea in a subsequent amendment of the Urban Renewal Plan.

A consultation process was conducted with the affected taxing entities as required by Chapter 403.5 of the Iowa Code. Prior to the meeting, the affected taxing bodies were mailed copies of the Amended and Restated Urban Renewal Plan and the Notice of Public Hearing. The required consultation to discuss, question, or object to the findings in these documents was held Thursday, August 14, 2025. No written objections or recommended changes to the Amended and Restated Plan were received.

On August 22, 2025, the notice of public hearing was published to allow for the appropriate publication requirements for the proposed Amended and Restated Urban Renewal Plan, Version 2025.3

The City of Dubuque has had tremendous success with its economic development approach, receiving multiple national recognitions for job creation. This is in no small part due to the City’s decision in the mid 1990’s to acquire and develop over 900 acres of property to provide a 20-year supply of industrial park land. This proposed modification of the District would further the City’s goals for economic development.

RECOMMENDATION / ACTION STEP

I recommend, following the public hearing, the City Council adopt the attached Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.3 for Dubuque Industrial Center Economic Development District.

AMENDED and RESTATED URBAN RENEWAL PLAN

Dubuque Industrial Center Economic Development District

City of Dubuque, Iowa

This Amended and Restated Urban Renewal Plan provides for the continued development of the Dubuque Industrial Center Economic Development District, originally established by Resolution 130-88 of the City Council of the City of Dubuque, Iowa on May 2, 1988 and thereafter amended and restated by Resolution 484-90 on December 17, 1990, Resolution 142-97 on April 7, 1997, Resolution 478-97 on November 17, 1997, Resolution 15-08 on January 7, 2008, Resolution 101-08 on March 17, 2008, Resolution 109-08 on April 7, 2008, Resolution 87-11 on March 7, 2011, Resolution 171-13 on June 3, 2013, Resolution 197-15 on June 1, 2015, Resolution 309-15 on September 8, 2015, Resolution 332-16 on September 19, 2016, Resolution 157-18 on May 21, 2018, Resolution 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 387-19 on November 4, 2019, Resolution 125-21 on April 19, 2021, Resolution 125-21 on April 19, 2021, Resolution 323-21 on September 20, 2021, Resolution 324-21 on September 20, 2021, by Resolution 387-21 on November 1, 2021, by Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution 290-22 on September 6, 2022, by Resolution 290-22A on November 7, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution

39-24 on February 19, 2024, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, and by Resolution ____-25 on September 2, 2025.

Prepared by the Economic Development Department.
Version 2025.3

TABLE OF CONTENTS

A.	INTRODUCTION	4
B.	OBJECTIVES	4
C.	DISTRICT BOUNDARIES	5
D.	PUBLIC PURPOSE ACTIVITIES	5
E.	DEVELOPMENT & REDEVELOPMENT REQUIREMENTS.....	7
F.	LAND ACQUISITION AND DISPOSITION	8
G.	FINANCING ACTIVITIES	9
H.	STATE AND LOCAL REQUIREMENTS	11
I.	DURATION OF APPROVED URBAN RENEWAL PLAN.....	11
J.	SEVERABILITY.....	12
K.	AMENDMENT OF APPROVED URBAN RENEWAL PLAN	12
L.	ATTACHMENTS.....	12

AMENDED and RESTATED
DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT
URBAN RENEWAL PLAN

City of Dubuque, Iowa

A. INTRODUCTION

This AMENDED and RESTATED URBAN RENEWAL PLAN (the “Plan”) has been prepared to provide for the further development and redevelopment of the DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT (the “District”) first established by the City of Dubuque on May 2, 1988. Its intent is to stimulate economic development activities within the expanded District through the commitment of public actions as specified herein.

To achieve this objective, the City of Dubuque shall undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under Chapter 403 of the Iowa Code, Urban Renewal Law.

This Plan shall serve as a new urban renewal plan for the District described herein. The Plan shall be viewed as a single plan for purposes of fulfilling the objectives of this Plan. The separate subareas of this Plan (the “Subarea(s)”) will be maintained and observed for those purposes which are aided by or in need of the division, but the combined area comprising the District shall be treated together for planning and redevelopment purposes.

The division of taxation authorized by Section 403.19 and the separation of incremental taxes as defined in Section 403.19(2) have been implemented in the existing area of the District (the different areas of the District are hereinafter referred to as Subareas). Under the terms of this Plan, the tax increment mechanism shall continue in the existing Subareas and shall be implemented within a new Subarea being added to the District. Incremental taxes shall continue to be determined separately with respect to each of the Subareas comprising the District, and when collected shall be applied, subject to such liens and priorities as may exist or be from time to time provided, with respect to the Amended and Restated Dubuque Industrial Center Economic Development District, as so amended.

B. OBJECTIVES

The primary objectives of the Plan are the development and redevelopment of the District for economic development activities, primarily industrial park development, through:

1. Provision of marketable industrial development sites for the purpose of job-creating economic development activities;
2. Provision of public infrastructure improvements, including sanitary sewer, water and stormwater detention, supportive of full development of the District;
3. Provision of a safe, efficient and attractive circulation system;
4. Establishment of design standards which will assure cohesive and compatible development and redevelopment of the District;
5. Provision of public amenities that provide an aesthetically appealing environment, including open space, buffering, landscaping, water features, signage and lighting to create a distinctive and attractive setting;
6. Creation of financial incentives necessary to encourage new and existing businesses to invest in the District; and
7. Expansion of the property tax base of the District.

C. DISTRICT BOUNDARIES

The District is located entirely within the County of Dubuque, State of Iowa. Most of the District, including all of Subareas A, B, C (as amended), D, E, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, and W currently is within the corporate limits of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subarea F in the District in a Joint Agreement between the City and County, dated April 20, 2015. The City expects that Subarea F ultimately will become part of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subareas I and J in the District in a Joint Agreement between the City and County, dated August 8, 2016.

This Plan removes property from a portion of the expired Subarea B.

The City of Dubuque believes that the objectives of the Plan can best be accomplished by defining the real property included within the District as seventeen separate areas so as to distinguish the original District (Subarea A) from the subsequent expansion areas (Subareas B (as amended), C (as amended), D, E (as amended), F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W).

The descriptions of the boundaries of each Subarea are attached to this Plan as ATTACHMENT D, District Boundary Description by Subarea.

The boundaries of the District are delineated on the Subarea Map, attached to this Plan as ATTACHMENT A.

The City of Dubuque reserves the right to further modify the boundaries of the District at some future date. Any amendments to the Plan will be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

D. PUBLIC PURPOSE ACTIVITIES

To meet the OBJECTIVES of this Plan, the City of Dubuque has and expects to continue to initiate and support development and redevelopment of the District through, among other things, the following PUBLIC PURPOSE ACTIVITIES:

1. Acquisition of property for public improvements and private development;
 - a.) These activities include, but are not limited to, previously approved consultant work that will examine and identify future areas for acquisition and industrial park development.
 - b.) These activities also include the acquisition of property that is included in the previously approved Subareas of this Plan.
 - c.) These activities also include the acquisition of property that is included in Subarea T.
2. Demolition and removal of buildings and improvements not compatible with or necessary for industrial park development and all site preparation and grading required in connection with such development;
 - a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.
3. Improvement, installation, construction and reconstruction of streets, utilities and other improvements and rights-of-ways including but not limited to the relocation of overhead utility lines, street lights, construction of railroad spur tracks, appropriate landscaping and buffers, parks and open space and signage;
 - a.) These activities include, but are not limited to, future and previously approved development of road, water, wastewater, and storm water infrastructure associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and the Dubuque Industrial Center South.
 - b.) These activities include, but are not limited to, the previously approved development of the Bergfeld recreational area, pond, and walking trail, as well as additional signage and trail improvements.

- c.) These activities also include the construction and installation of supporting infrastructure within the District.
- 4. Disposition of any property acquired in the District, including sale, initial leasing or retention by the City itself, at its fair value;
- 5. Preparation of property for development and redevelopment purposes including but not limited to activities such as appraisals and architectural and engineering studies;
 - a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.
- 6. Maintenance of publicly utilized recreational and economic development areas;
 - a.) These activities include, but are not limited to, general landscaping and maintenance expenses in public right-of-way and undeveloped land owned by the City of Dubuque.
- 7. Use of tax increment financing, loans, grants and other appropriate financial tools in support of eligible public and private development and redevelopment efforts;
 - These activities also include, but are not limited to, previously approved property tax rebate agreements with:
 - Leo A. Theisen and Theisen Supply, Inc.;
 - A.Y. McDonald Mfg. Co.;
 - Green Industrial Supply, Inc.;
 - Walter Development, LLC and TM, Inc.;
 - Spiegel Family Realty Company;
 - Progressive Processing, LLC/Hormel;
 - ITC Midwest LLC;
 - Medline Industries, Inc. (November 2007);
 - Art's-Way Vessels, Inc.;
 - Kendall/Hunt Publishing Company, Westmark Enterprises, Inc. and Great River Technologies, LLC.;
 - P&L Venture, LLC, and National Dentex;
 - Dubuque Screw Products, Inc.;
 - Giese Properties, LLC and Giese Manufacturing Company, Inc. (Phase I, II, and III);
 - Faley Properties, L.L.C. and Faley Enterprises, Inc.;

- Malay Holdings, LLC, and Vanguard Countertops, Inc.;
 - Tri-State Industries Inc.;
 - TriState Quality Metals, LLC;
 - Roasting Solutions, LLC;
 - Flexsteel Industries, Inc.; and
 - Medline, Industries, Inc. (May 2018)
 - Walter Development, LLC
 - Walter Development, LLC, BAS Development, LLC, and Unison Solutions, Inc.
 - Simmons Pet Food, Inc.
 - Scherr Real Estate, LLC, and Dubuque Screw Products, Inc.
 - Green Industrial Properties, L.L.C., Innovation Properties, L.L.C., and Green Industrial Supply, Inc.
 - Geisler Realty, LLC, and Dubuque Steel Products, Inc.
 - Seippel Warehouse, LLC
 - Vanguard Enterprises, Inc.
- These activities include, but are not limited to, previously approved agreements to sell bonds, leveraging tax increment financing on capital improvement for;
 - American Tank and Fabrication, Co. (formerly Vessel Systems, Inc.) for the development of a 31,000 square feet industrial manufacturing facility at 8025 Chavenelle Road.
 - The Adams Company for the development of a 50,000 square foot industrial facility at 8040 Chavenelle Road.
 - The City expects to consider requests for additional development agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such additional agreements are unknown at this time, but based on past history and dependent on development opportunities and climate, the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such additional development agreements will not exceed \$10,000,000

8. Enforcement of applicable local, state and federal laws, codes and regulations;
9. Enforcement of established design standards in furtherance of quality

development;

10. Development and implementation of a marketing program for the purpose of promoting the purchase and development of industrial sites by private developers;
11. Coordination and cooperation with the improvement of Seippel Road as it affects accessibility to U.S. Highway 20 from Subareas B, C, E, F, I, J.
12. Contracts with vendors to promote business retention, expansion, recruitment, and workforce development;
 - a.) These activities include, but are not limited to, a contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and commercial and industrial expansion in the District.
 - b.) These activities include, but are not limited to, related legal expenses.
13. Construction by the County of one or more County-owned buildings in Subareas I and/or J.
 - a.) These activities include the support of the County's investment of Dubuque County funds into the construction of a new office building and a new maintenance and storage shop on certain County-owned real property situated at 13047 City View Drive for use by the County's Secondary Roads, Health, Zoning and County Assessor Departments. The County funding for this project may come from borrowed funds through the issuance of general obligation indebtedness or such other sources as the County may identify in the future. It is not anticipated that the City or TIF funds from the District will finance this project in any way.
14. Design and construction buildout of one or more City leased buildings in Subarea B.
 - a.) These activities include the use of tax increment in the District to finance the design and construction buildout of a City Data Center in leased space located at 7900 Chavenelle. Cost for this project is not anticipated to exceed \$300,000.

Public purpose activities are limited to those areas delineated on the URBAN RENEWAL DISTRICT map (Attachment A).

All public purpose activities shall be conditioned upon and shall meet the restrictions and

limitations placed upon the District by the Plan.

E. DEVELOPMENT & REDEVELOPMENT REQUIREMENTS

The LAND USE and PLANNING AND DESIGN CRITERIA set forth herein shall apply to any and all District properties the development and/or the redevelopment of which is assisted by the City through any of the PUBLIC PURPOSE ACTIVITIES listed above.

1. Land Use

Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W shall continue to be developed under the regulations of the existing Dubuque Industrial Center Planned Industrial District. The allowed uses provide for a mix of commercial and industrial land use activities within a quality industrial park setting.

LAND USE maps (Attachments B-1 and B-2) identify the existing and the proposed land uses within Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W.

2. Planning and Design Criteria

The planning criteria to be used to guide the physical development of Subareas A, B, C, D, E, F, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, and W are those standards and guidelines contained within the City of Dubuque's Unified Development Code and other applicable local, state and federal codes and ordinances.

- a. Subarea A development will continue to be additionally governed by the Conditions of Development and Operation Documents of the Dubuque Industrial Center Planned Industrial District as amended from time to time.
- b. Subareas B, C, D, E, F, K, N, O, P, Q, R, S, T, U, V, and W will develop under a PI Planned Industrial District ordinance as required by Section 16-5-24 of the City of Dubuque's Unified Development Code. Development will follow the Planned Unit Development regulations which require a conceptual development plan and specific design and performance standards to be approved by ordinance.
- c. Subareas G, H, L, and M are intended to develop as an Industrial area similar to Subareas B, C, D, E, and F.
- d. Subareas I, J, and a portion of Subarea P are located in Dubuque County outside of City of Dubuque corporate limits and therefore are not subject to City Development Codes.

F. LAND ACQUISITION AND DISPOSITION

The City of Dubuque is prepared to acquire and dispose of property in support of the development and redevelopment of the District within the parameters set forth below.

1. Land Acquisition

The City has acquired substantially all of the land located within the District, except Subareas I and J, and has made the same available for private development in accordance with this Plan.

2. Land Disposition

All City owned land that is available for development within the District, will be sold for the development of viable uses consistent with this Plan and not for purposes of speculation.

Land will be disposed of in accordance with the requirements set forth in Chapter 403 of the Iowa Code, Urban Renewal Law. Developers will be selected on the basis of the quality of their proposals and their ability to carry out such proposals while complying with the requirements of this Plan.

Developers will be required by contractual agreement to observe the Land Use Requirements and Planning and Design Criteria of this Plan. The contract and other disposition documents will set forth the provisions, standards and criteria for achieving the objectives and requirements outlined in this Plan.

3. Relocation Requirements

No relocation is anticipated at this time; however, if any relocation is necessary as part of the eligible urban renewal projects, the City will follow all applicable relocation requirements.

G. FINANCING ACTIVITIES

To meet the OBJECTIVES of this Plan and to encourage the development of the District and private investment therein, the City of Dubuque is prepared to provide financial assistance to qualified industries and businesses through the making of loans or grants under Chapter 15A of the Iowa Code and through the use of tax increment financing under Chapter 403 of the Iowa Code.

1. Chapter 15A Loan or Grant

The City of Dubuque has determined that the making of loans or grants of public funds to qualified industries and businesses is necessary to aid in the planning, undertaking and completion of urban renewal projects authorized under this Plan within the meaning of Section 384.24(3)(q) of the Iowa Code. Accordingly, in

furtherance of the objectives of this Plan, the City of Dubuque may determine to issue bonds or loan agreements, in reliance upon the authority of Section 384.24A, Section 384.24(3)(q), Section 403.12 (general obligation bonds) or Section 403.9 (tax increment bonds), for the purpose of making loans or grants of public funds to qualified businesses located within the District. Alternatively, the City may determine to use available funds for the making of such loans or grants. In determining qualifications of recipients and whether to make any such individual loans or grants, the City of Dubuque shall consider one or more of the factors set forth in Section 15A.1 of the Iowa Code on a case-by-case basis.

2. Tax Increment Financing

The City of Dubuque is prepared to utilize tax increment financing as a means of financing eligible costs incurred to implement the Public Purpose Activities identified in Part D of this Plan. Bonds, tax rebate agreements and/or loan agreements may be issued by the City under the authority of Section 403.9 of the Iowa Code (tax increment bonds) or Section 384.24A, Section 384.24(3)(q) and Section 403.12 (general obligation bonds).

The City acknowledges that the use of tax increment revenues delays the ability of other local taxing bodies to realize immediately the direct tax benefits of new development in the District. The City believes, however, that the use of tax increment revenues to finance the development of new industrial land and to promote private investment in the District is necessary in the public interest to achieve the OBJECTIVES of this Plan. Without the use of this special financing tool, new investment may not otherwise occur or may occur within another jurisdiction. If new development does not take place in Dubuque, property values could stagnate and the City, County and School District may receive less taxes during the duration of this Plan than they would have if this Plan were not implemented.

Tax increment financing will provide a long-term payback in overall increased tax base for the City, County and School District. The initial public investment required to generate new private investment will ultimately increase the taxable value of the District well beyond its existing base value.

Tax increment reimbursement may be sought for, among other things, the following costs to the extent they are incurred by the City:

- a. Planning and administration of the Plan;
- b. Construction of public infrastructure improvements and facilities within the District;
- c. Acquisition, installation, maintenance and replacement of public investments throughout the District including but not limited to street lights,

landscaping and buffers, signage and appropriate amenities;

- d. Acquisition of land and/or buildings and preparation of same for sale or lease to private developers, including any "write down" of the sale price of the land and/or building;
- e. Preservation, conservation, development or redevelopment of buildings or facilities within the District to be sold or leased to qualified businesses;
- f. Loans or grants to qualified businesses under Chapter 15A of the Iowa Code, including tax rebate payments, debt service payments on any bonds issued to finance such loans or grants, for purposes of expanding the business or activity, or other qualifying loan programs established in support of the Plan;
- g. Providing the matching share for a variety of local, state and federal grants and loans; and
- h. Any of the costs incurred in connection with any of the PUBLIC PURPOSE ACTIVITIES described in Part D of this Plan.

3. Proposed Amount of Indebtedness

At this time, the extent of improvements and new development within the District is only generally known. As such, the amount and duration for use of the tax increment revenues for public improvements and/or private development can only be estimated; however, the actual use and amount of tax increment revenues to be used by the City for District activities will be determined at the time specific development is proposed.

It is anticipated that the maximum amount of indebtedness which will qualify for tax increment revenue reimbursement during the duration of this Plan, including acquisition, public improvements and private development assistance within the District, will not exceed \$70,500,000.

The City of Dubuque's current general debt subject to the statutory debt limit is \$112,190,029 (a list of the outstanding obligations is found at Attachment C) and the current statutory debt limit is \$321,926,120.

H. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with state and local laws have been complied with by the City of Dubuque in the implementation of this Plan and its supporting documents.

I. DURATION OF APPROVED URBAN RENEWAL PLAN

1. Subarea A

This Plan shall continue in effect for Subarea A until terminated by action of the City Council, but in no event before the City of Dubuque has received full reimbursement from all incremental taxes of its advances and principal and interest payable on all Tax Increment Financing or general obligations issued to carry out the OBJECTIVES of the Plan.

2. Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W

This Plan shall continue in effect until terminated by the City Council; provided, however, that the collection of tax increment revenues from properties located in Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W shall be limited as provided by law (currently twenty (20) years from the calendar year following the calendar 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 division of tax increment revenue as provided for in Section 403.19 (tax increment financing) of the Iowa Code, or in which the City first includes the Subarea in an ordinance for the division of tax increment revenue).

The DEVELOPMENT AND REDEVELOPMENT REQUIREMENTS established, or as amended from time to time by the City of Dubuque Zoning Ordinance, shall remain in effect in perpetuity.

J. SEVERABILITY

In the event one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or unenforceability shall not affect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

K. AMENDMENT OF APPROVED URBAN RENEWAL PLAN

This Plan may be amended from time to time to respond to development opportunities. Any such amendment shall conform to the requirements of Chapter 403 of the Iowa Code. Any change effecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

L. ATTACHMENTS

A Urban Renewal District Map

B Land Use Maps
B-1 Existing Land Use

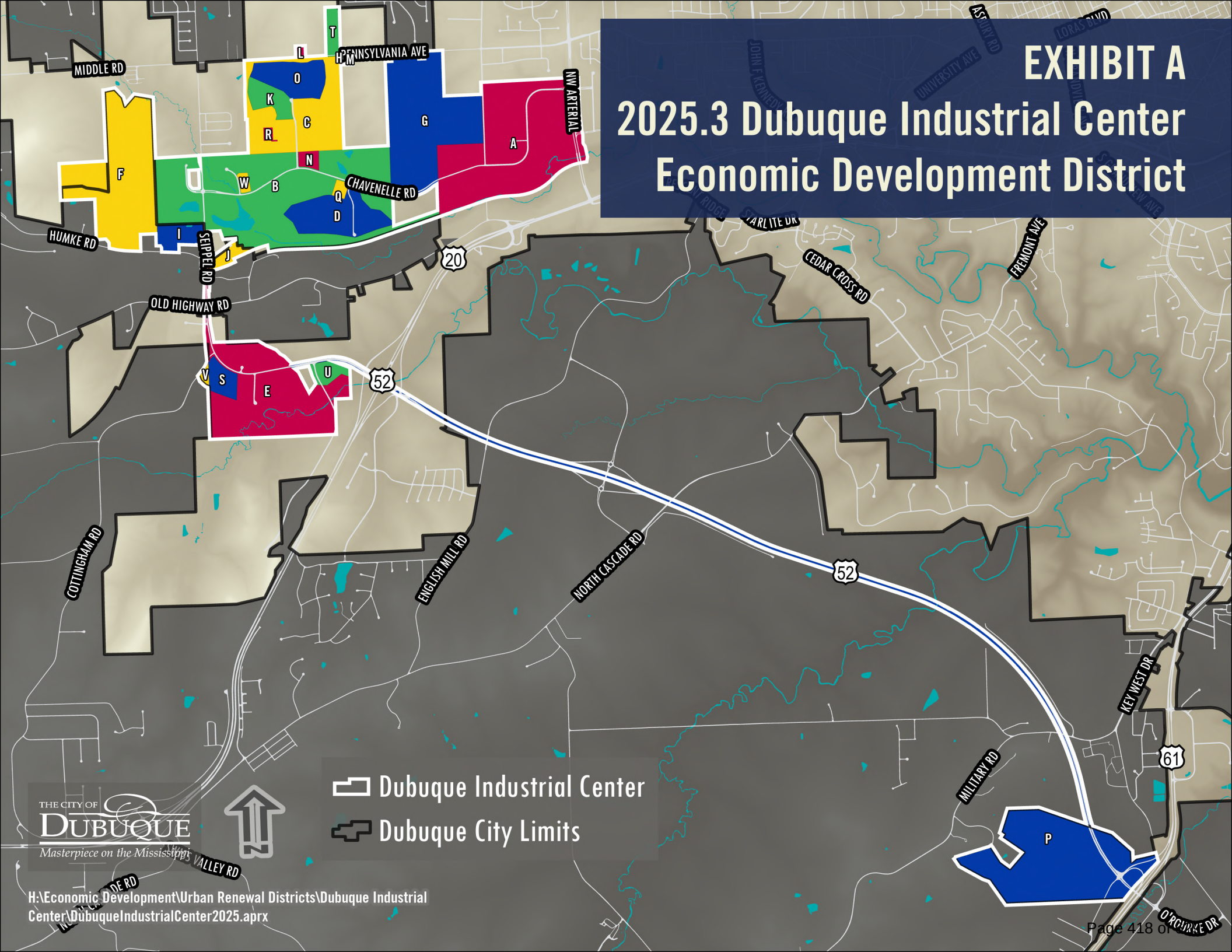
B-2 Proposed Land Use

C List of General Obligation Debt

D Legal Descriptions

EXHIBIT A

2025.3 Dubuque Industrial Center Economic Development District



THE CITY OF
DUBUQUE

Masterpiece on the Mississippi

H:\Economic Development\Urban Renewal Districts\Dubuque Industrial Center\DubuqueIndustrialCenter2025.aprx

 Dubuque Industrial Center
 Dubuque City Limits

EXHIBIT B-1: EXISTING LAND USE

2025.3 Dubuque Industrial Center Economic Development District

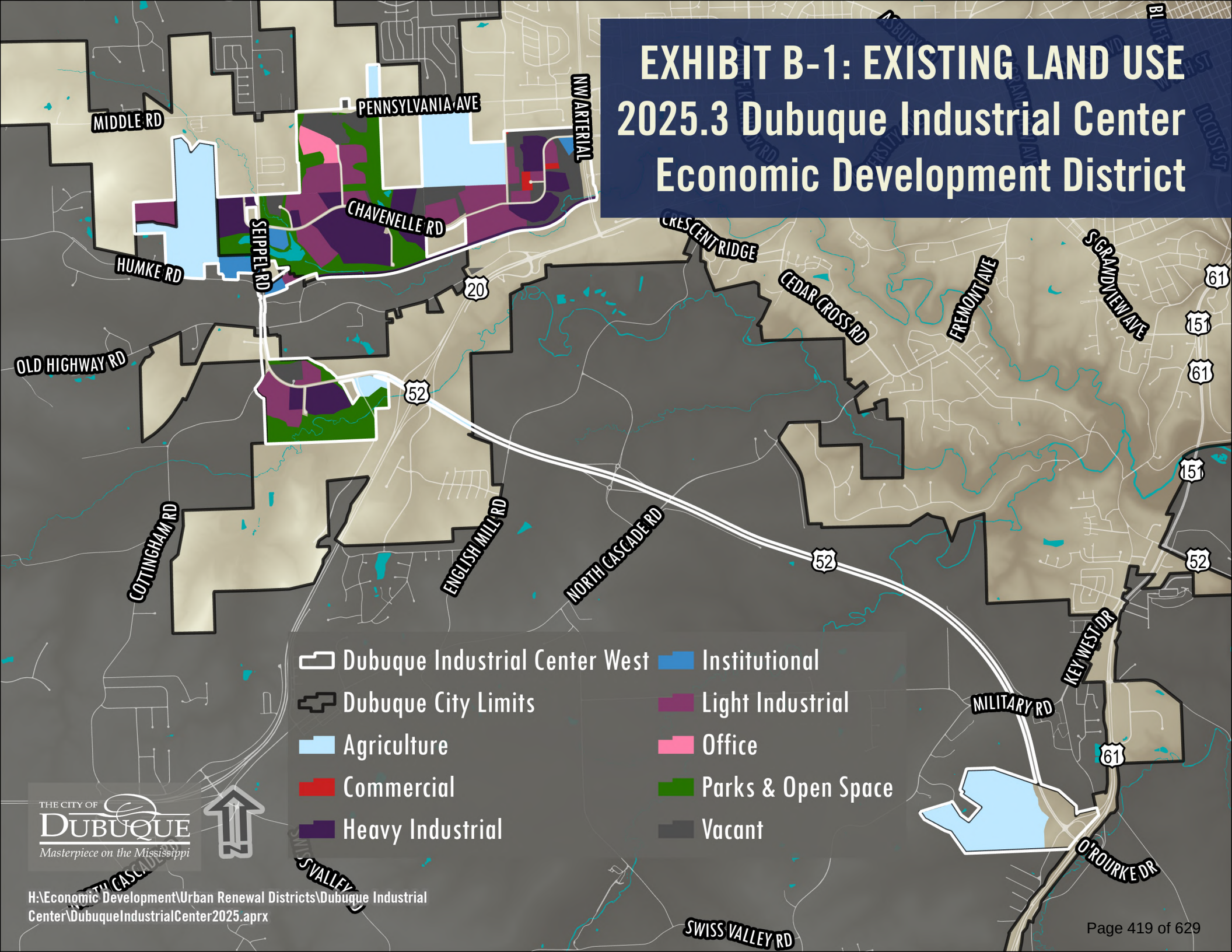
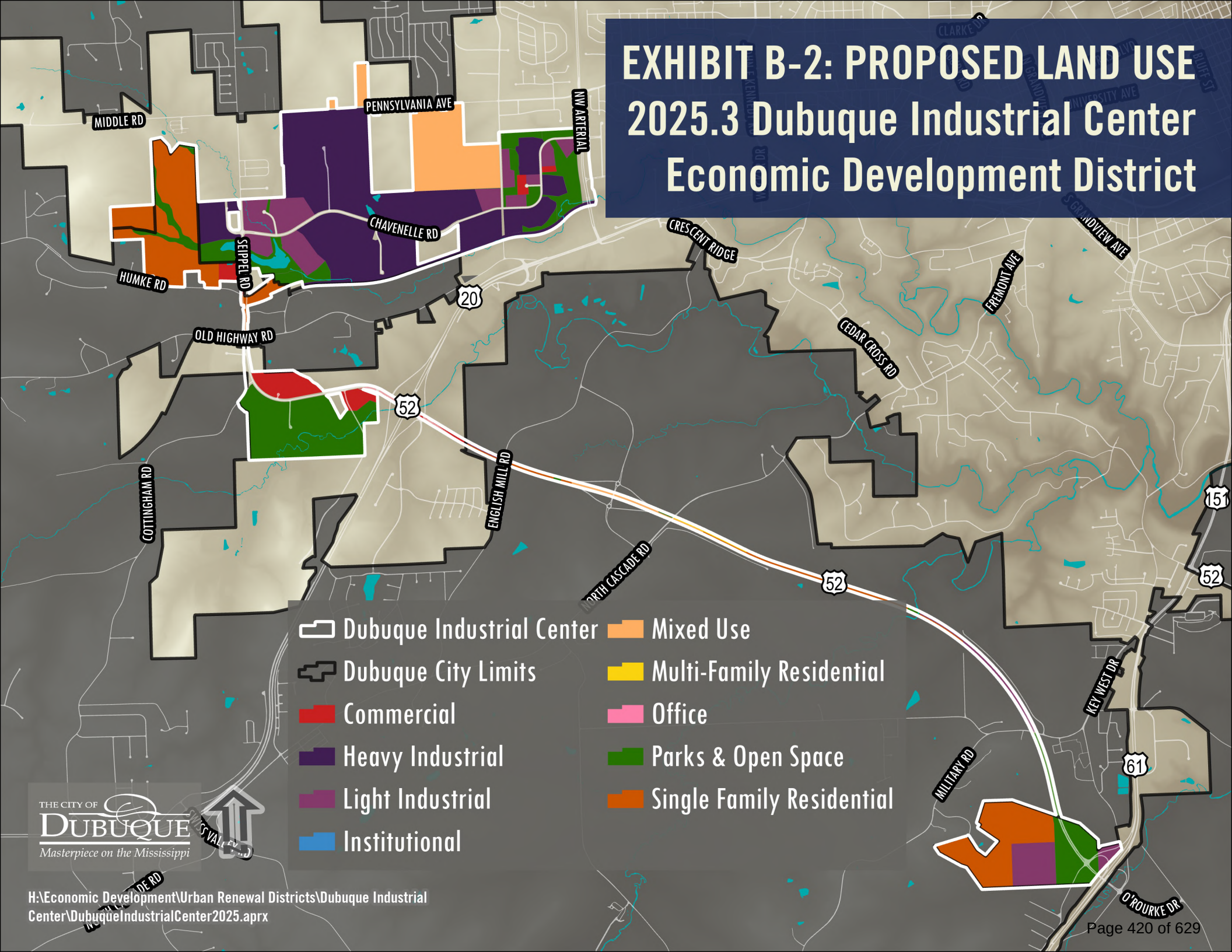


EXHIBIT B-2: PROPOSED LAND USE

2025.3 Dubuque Industrial Center Economic Development District



City of Dubuque
Summary of Bonded Indebtedness

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
General Obligation Bonds (Essential Corporate Purpose)								
Airport New Terminal Furnishings ST20%	6/2/21	2.00%	2026	25,000	10,149	5,049	203	5,100
Airport Improvements Refunding ST20%	4/17/17	3.00%	2030	282,200	140,600	24,800	4,218	115,800
Airport Improv - PFC Refunding	6/2/21	2.00%	2032	1,353,033	1,016,721	118,332	20,334	898,389
Airport Improv - Sales Tax 20% Ref	6/2/21	2.00%	2032	10,000	—	—	—	—
Airport Terminal Utility Improv - PFC Ref	6/2/21	2.00%	2034	490,000	385,000	35,000	7,700	350,000
Airport New Terminal Roads ST20%	4/4/16	2.79%	2036	635,927	402,851	31,652	11,636	371,199
Airport Recon Taxiway Alpha - FY24 ST20%	Future	4.50%	2044	132,489	132,489	2,158	5,480	130,331
Airport Improvements - FY25 ST20%	Future	4.50%	2045	500,386	—			500,386
Building- Conf Center Energy ST20%	6/20/19	3.00%	2027	187,136	71,808	23,936	2,154	47,872
Building 18th Street Improv Sales Tax 20%	3/19/18	3.05%	2026	391,913	109,190	52,645	3,386	56,545
Building City Hall Brickwork Sales Tax 20%	6/20/19	3.00%	2027	236,448	94,989	30,660	6,274.8	64,329
Building Smart Meters Refunding ST20%	4/17/17	3.00%	2030	45,400	22,600	4,000	678	18,600
Building Federal Bldg Roof Sales Tax 20%	4/4/16	2.79%	2035	268,404	170,031	13,359	4,911	156,672
Building 2nd Floor Engine House 1 - ST20%	8/1/23	4.70%	2043	207,113	207,113	6,821	9,902	200,292
Civic Center Improvements - Sales Tax 20%	6/20/19	3.00%	2027	323,146	129,818	41,902	8,576	87,916
Civic Center Chair Platform S3 ST20%	6/20/19	3.00%	2027	59,340	22,770	7,590	683	15,180
DICW Expansion - South Siegert Farm	3/19/18	3.05%	2026	239,534	66,735	32,176	2,070	34,559
DICW North Siegert Refunding	4/17/17	3.00%	2029	1,285,000	595,000	115,000	17,850	480,000
DICW Expansion Consult Refund 2012H	6/2/21	2.00%	2032	95,580	71,508	8,142	1,430	63,366
DICW Exp S Siegert Ref Taxable	6/2/21	2.00%	2032	2,498,375	1,877,375	218,500	37,548	1,658,875
DICW Exp South Siegert Farm Non-tax	6/20/19	3.00%	2032	305,357	203,271	24,333	4,980	178,938
DICW Refund 2014C Taxable	6/2/21	2.00%	2034	1,145,000	910,000	85,000	18,200	825,000
DICW Webber Property	6/29/22	4.07%	2042	5,500,000	5,500,000	95,000	234,513	5,405,000
DICWChavenelle Road - FY21 Non-Taxable	6/2/21	2.00%	2041	1,265,000	1,155,000	60,000	23,100	1,095,000
DICW Develop McFadden Property - FY24	Future	4.50%	2044	1,788,800	1,788,800	29,131	73,990	1,759,669
DICW Development of McFadden - FY25	Future	4.50%	2045	2,274,963			—	2,274,963
E911 Tower Relocation - Sales Tax 20%	6/20/19	3.00%	2027	141,869	56,993	18396	3765	38,597
Finance General Ledger Software ST20%	6/2/21	2.00%	2041	244,239	216,288	10,648	4,326	205,640
Finance General Ledger Software ST20%	6/29/22	4.07%	2042	420,457	401,747	18710	17016	383,037
Fire Station #4 Improvements - Gaming	6/20/19	3.00%	2027	188,054	62,254	20,732	4,243	41,522
Recreation ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	51,545	13,078	13,078	262	—
Airport ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	28,182	7,151	7,151	143	—
Building ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	87,596	22,227	22,227	445	—
Transit ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	11,407	2,895	2,895	58	—
Fire Station #2 ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	91,227	23,149	23149	463	—
Park Imp ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	35,046	8,893	8,893	178	—
Fire Truck Refunding - Debt Service Levy	4/17/17	3.00%	2030	951,500	474,400	83,700	14,232	390,700
Fire Station #2 ST20% 20 yr Refund 2014B	6/2/21	2.00%	2034	85,217	74,042	5,096	1,481	68,946
Park Imp ST20 20% yr Refund 2014B	6/2/21	2.00%	2034	124,780	108,416	7,462	2,168	100,954
Fire Ambulance Replacement ST20%	4/17/17	3.00%	2030	230,000	120,000	20,000	3,600	100,000
Fire Structural Repairs 5&6 ST20%	6/20/19	3.00%	2039	448,875	448,875		13,466	448,875
Fire Ladder/Pumper / HVAC ST20%	6/2/21	2.00%	2041	810,153	717,438	35,320	14,349	682,118
Fire Ladder/Pumper/Ambulance ST20%	6/29/22	4.07%	2042	1,924,543	1,843,253	81,290	73,928	1,761,963

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Fire HVAC Headquarters Sales Tax 20%	8/1/23	4.70%	2043	188,576	188,576	6,211	9,016	182,365
Fire Ladder/Pumper Replac ST20%	Future	4.50%	2044	2,090,000	2,090,000	34,036	86,449	2,055,964
Fire Ambulance - FY24 ST20%	Future	4.50%	2044	344,000	344,000	5,602	14,229	338,398
Fire HVAC - FY24 ST20%	Future	4.50%	2044	442,645	442,645	7,209	18,309	435,436
Fire Equip Replacement - FY25 ST20%	Future	4.50%	2045	969,342			—	969,342
Fire Station Improvements - FY25 ST20%	Future	4.50%	2045	1,320,900			—	1,320,900
Fire Training Burn Tower Imp FY25 ST20%	Future	4.50%	2045	466,676			—	466,676
Franchise Fee Settlement Levy	4/4/16	2.93%	2035	2,830,000	1,760,000	145,000	53,906	1,615,000
GDTIF Colts Building Renovation	6/20/19	3.00%	2039	1,575,000	1,370,000	75,000	41,100	1,295,000
GDTIF - Parks Jackson/Clock Non-Taxable	6/2/21	2.00%	2041	535,000	535,000	—	10,700	535,000
GDTIF - DT Parking Ramp - FY21	6/2/21	2.00%	2036	880,167	822,171	61,407	16,443	760,764
GDTIF Eng Dock Expansion - FY21	6/2/21	2.00%	2036	409,833	382,828	28,593	7,657	354,235
GDTIF DT Parking Ramp - FY22	6/29/22	4.07%	2042	975,000	975,000	40,000	41,453	935,000
GDTIF Docks/Five Flags AC - FY22	6/29/22	4.07%	2042	745,000	745,000	30,000	31,668	715,000
GDTIF Central/Parking Ramp/Five Flags	8/1/23	4.70%	2043	1,080,000	1,080,000	35,000	51,683	1,045,000
GDTIF Smart Parking - FY24	Future	4.50%	2044	1,217,500	1,217,500	19,827	50,359	1,197,673
GDTIF Ramp Major Maintenance - FY24	Future	4.50%	2044	270,777	270,777	4,410	11,200	266,367
GDTIF Iowa Amphitheater - FY24	Future	4.50%	2044	3,000,000	3,000,000	105,455	122,794	2,894,545
GDTIF Iowa Amphitheater - FY25	Future	4.50%	2045	285,000	—			285,000
GDTIF ABC Supply Building - FY25	Future	4.50%	2045	457,000	—			457,000
GDTIF Smart Parking - FY25	Future	4.50%	2045	1,957,000	—			1,957,000
GDTIF Ramp Major Maintenance - FY25	Future	4.50%	2045	6,053,000	—			6,053,000
GDTIF Federal Building Renovation - FY25	Future	4.50%	2045	533,000	—			533,000
GDTIF Downtown Housing Refunding	4/17/17	3.00%	2030	2,120,000	1,140,000	170,000	36,805	970,000
GDTIF Millwork District Refunding	4/17/17	3.00%	2030	2,080,000	1,075,000	165,000	32,250	910,000
GDTIF - 7th St/2-Way Conversion Ref	6/2/21	2.00%	2031	3,204,576	2,329,252	307,847	46,585	2,021,405
GDTIF - Intermodal 2012A Refunding	6/2/21	2.00%	2031	2,545,000	1,845,000	240,000	36,900	1,605,000
GDTIF 5th St Restroom/MFC 2012H Ref	6/2/21	2.00%	2032	1,254,420	938,492	106,858	18,770	831,634
GDTIF Wash Neigh Refunding Taxable	6/2/21	2.00%	2032	493,592	370,904	43,168	7,418	327,736
GDTIF 2014C Taxable Refunding	6/2/21	2.00%	2034	5,385,000	4,275,000	390,000	85,500	3,885,000
GDTIF 2014B Refunding	6/2/21	2.00%	2034	155,000	125,000	10,000	2,500	115,000
Library Improvements - Sales Tax 20%	6/20/19	3.00%	2022	39,408	15,831	5,110	1,046	10,721
Library Improv Sales Tax 20% Ref 2012E	6/2/21	2.00%	2027	84,526	42,893	14,156	858	28,737
Park Improvements - Sales Tax 20%	6/20/19	3.00%	2027	47,290	18,998	6,132	1,255	12,866
Park Water System Study Ref ST20%	4/17/17	3.00%	2030	60,000	29,900	5,300	738	24,600
Park Ham House - Sales Tax 20%	4/4/16	2.79%	2035	200,668	127,120	9,988	3,672	117,132
Park Skate Park ST20%	6/20/19	3.00%	2027	613,524	235,422	78,474	7,063	156,948
Parking Port of Dubuque Parking Ramp	3/19/18	3.05%	2026	373,553	104,075	50,179	3,228	53,896
Parking Central Ave Ramp Refunding	4/17/17	3.00%	2030	6,380,000	2,990,000	560,000	89,700	2,430,000
Parking Iowa Street Ramp Improvements	3/19/18	2.91%	2031	45,516	26,955	3,453	809	23,502
Parking Locust Ramp Security Cameras	6/20/19	3.00%	2033	126,054	77,444	9,733	1,992	67,711
Parking Improvements Refunding 2014B	6/2/2021	2.00%	2034	125,000	95,000	10,000	1,900	85,000
Parking Improv Taxable Refunding 2014C	6/2/21	2.00%	2034	220,000	175,000	15,000	3,500	160,000
Police CAD Software - Gaming Ref	6/2/21	2.00%	2030	160,000	110,000	20,000	2,200	90,000
Public Works Equip Ref RUT	4/17/17	3.00%	2030	392,000	195,400	34,500	5,862	160,900
Public Works Radio Replacement ST20%	3/19/18	2.91%	2028	110,000	45,606	10,732	1,368	34,874
PW Curb Ramp/Eng St Improv Ref ST30%	6/2/21	2.00%	2034	885,000	710,000	65,000	14,200	645,000
Rec Imp Sales Tax 20% Refunding 2012E	6/2/21	2.00%	2028	7,572	4,391	1,082	88	3,309
Rec Ice Center Settling Sales Tax 20%	8/1/23	4.70%	2043	4,614,310	4,614,310	151,968	220,619	4,462,342
Sanitary Improvements Refunding	4/17/17	3.00%	2030	660,000	340,000	50,000	10,200	290,000
Sanitary Sewer Improvements	3/19/18	2.91%	2031	1,030,009	609,965	78,146	18,300	531,819
Sanitary Forcemain Refunding 2012E	6/2/21	2.00%	2032	376,122	275,965	33,031	5,519	242,934
Sanitary Sewer Improvements	6/20/19	3.00%	2033	1,124,412	740,381	82,733	16,932	657,648
Sanitary Sewer Imp Refunding 2014B	6/2/21	2.00%	2034	4,390,000	3,475,000	315,000	69,500	3,160,000
Sanitary Sewer Improvements	4/4/16	2.79%	2035	2,405,000	1,525,000	120,000	44,006	1,405,000
Solid Waste Collection Refunding	4/17/17	3.00%	2030	51,300	25,600	4,500	768	21,100
Solid Waste Collection	3/19/2018	2.91%	2031	27,447	16,254	2,082	488	14,172

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Solid Waste Collection - FY24	Future	4.50%	2044	148,000	148,000	2,410	6,122	145,590
Solid Waste Collection - FY25	Future	4.50%	2045	873,700	—	—	—	873,700
Stormwater Refunding	4/4/16	2.91%	2028	6,270,000	1,200,000	440,000	36,000	760,000
Stormwater Improvements Refunding	4/17/17	3.00%	2030	2,015,000	1,000,000	165,000	30,000	835,000
Stormwater Improvements	3/19/18	2.91%	2031	1,714,542	1,015,356	130,081	30,460	885,275
Stormwater Improv Refunding 2012B	6/2/21	2.00%	2031	1,115,424	810,748	107,153	16,215	703,595
Stormwater Improv Refunding 2012E	6/2/21	2.00%	2032	77,131	56,592	6,774	1,132	49,818
Stormwater Improvements	6/20/19	3.00%	2033	290,796	193,576	19,467	3,984	174,110
Stormwater Upper Bee Branch SRF GO NA	4/30/21	1.18%	2037	22,138,000	17,378,398	1,227,000	248,806	16,151,398
Streetlight Replacement Refunding - ST	4/17/17	3.00%	2030	4,900	2,500	400	75	2,100
Street FEMA Land Buyout - Gaming	6/20/19	3.00%	2027	64,901	25,428	8,468	1,733	16,960
Street Fiber/Sidewalk/Lights Refunding RUT	4/17/17	3.00%	2030	258,600	129,000	22,800	3,870	106,200
Street Southwest Arterial	3/19/18	2.91%	2031	771,557	456,920	58,537	13,708	398,383
Street Southwest Arterial - Refunding 2012E	6/2/21	2.00%	2032	827,747	643,857	67,486	12,877	576,371
Transit Radio Replacement ST20%	3/19/18	2.91%	2028	95,000	39,392	9,268	1,182	30,124
Transit Midtown Transfer ST20%	6/20/19	3.00%	2039	216,125	216,125	—	6,484	216,125
Transit Vehicle Replacement ST20%	6/2/21	2.00%	2041	780,609	691,275	34,032	13,826	657,243
Water System Improvements	3/19/18	2.91%	2031	1,155,930	684,546	87,700	20,536	596,846
Water Improv Refunding 2012E	6/2/21	2.00%	2032	369,768	271,303	32,473	5,426	238,830
Water System Improvements	6/20/19	3.00%	2033	1,323,107	871,017	97,333	19,920	773,684
Water System Improv Refunding 2014B	6/2/21	2.00%	2034	7,470,000	5,915,000	535,000	118,300	5,380,000
Water System Improvements	4/4/16	2.79%	2035	635,000	405,000	30,000	11,688	375,000
Total General Obligation Bonds				146,447,786	95,787,605	8,292,237	2,615,789	103,186,336
Less Annual Appropriation G.O.				—	(15,902,592)	—	—	(14,675,138)
Total G.O. Bonds Subject to Debt Limit				146,447,786	79,885,013	8,292,237	2,615,789	88,511,198

Tax Increment

Port of Dubuque Parking Ramp	10-16-07	7.5000%	2037	23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment Bonds				23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment				23,025,000	16,350,000	785,000	1,226,250	15,565,000

TIF bond issue for the Port of Dubuque Parking Ramp backed by Greater Downtown TIF & a minimum assessment agreement

Tax Increment**Economic Development TIF Rebate Agreements**

Medline (DICW)	11/19/07	Rebate	2031	1,600,279	416,629	416,629	—	416,629
Simmons Pet Food (DICW)	12/9/20	Rebate	2030	397,918	436,111	436,111	—	436,111
Hodge (DICW)	4/6/20	Rebate	2035	257,073	543,368	543,368	—	543,368
Green Industrial Supply (DICW)	8/15/11	Rebate	2023	105,391	105,391	105,391	—	105,391
Tri-State Quality Metals (DICW) NA	3/17/14	Rebate	2026	32,510	59,436	73,975	—	73,975
Roasting Solutions (DICW) NA	1/14/16	Rebate	2028	33,666	64,577	68,924	—	68,924
Rite Hite(DICW) Non-Appropriation	1/14/17	Rebate	2030	24,190	114,749	143,654	—	143,654
Hormel Foods (DICW)	4/21/08	Rebate	2026	8,250,067	543,830	271,915	—	271,915
Linseed Oil (GDTIF) Multi-Res	3/7/13	Rebate	2030	576,504	103,644	17,274	—	86,370
Rousselot (GDTIF) (Non-Appropriation)	1/22/13	Rebate	2025	4,931	21,484	21,484	—	—
METX - Lamar Building (GDTIF) NA	5/13/20	Rebate	2031	75,660	182,914	182,914	—	182,914
Marquette Hall (Non-Appropriation)	5/20/19	Rebate	2031	9,170	4,863	4,863	—	4,863
3 Amigos (Non-Appropriation)	4/15/19	Rebate	2031	2,516	7,055	7,055	—	7,055
210 Jones (Non-Appropriation)	6/19/17	Rebate	2031	10,348	21,295	21,295	—	21,295
Prairie Farms Dairy (Non-Appropriation)	3/18/19	Rebate	2031	5,626	9,586	9,586	—	9,586
Julien Hotel (GDTIF)	4/21/08	Rebate	2026	3,260,286	533,958	266,979	—	266,979
44 Main (GDTIF) Multi-Res	10/18/10	Rebate	2027	446,799	245,856	81,952	—	163,904
Barker Financial (GDTIF) Multi-Res	8/16/10	Rebate	2027	297,282	41,460	13,820	—	27,640
253 Main St. (GDTIF) (Non-Appropriation)	4/6/15	Rebate	2027	5,798	2,601	3,094	—	3,094
Spahn and Rose (GDTIF) NA	4/21/14	Rebate	2027	108,221	124,882	124,882	—	124,882
Franklin Investment -Multires (GDTIF)	4/4/11	Rebate	2028	437,225	85,120	21,280	—	63,840
Plastic Center Betty Jane Block (GDTIF)	2/7/11	Rebate	2028	148,957	26,884	6,721	—	20,163
Caradco (GDTIF) Multi-Res	3/21/11	Rebate	2028	1,499,442	537,072	134,268	—	402,804
Bonson 356 Main St. (GDTIF) Multi-Res	12/19/11	Rebate	2028	152,286	39,332	9,833	—	29,499

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Roshek Building (GDTIF) NA	2/17/09	Rebate	2030	5,149,852	280,309	280,309	—	515,175
Novelty Iron Works (GDTIF) (Non-Approp)	6/17/13	Rebate	2031	33,105	204,402	204,402	—	204,402
Gardens of Dubuque (RADFORD)	9/28/20	Rebate	2038	1,391,310	1,298,556	92,754	—	1,205,802
Rockfarm Holdings (TECH) NA	10/7/14	Rebate	2027	42,301	49,426	49,426	—	49,426
Total TIF Rebates				24,358,713	6,104,790	3,614,158	—	5,449,660
Bowling & Beyond Lease Buyout	10-15-12	Buyout	2032	1,000,000	400,000	50,000	—	350,000
Iowa Finance Authority Loan - Caradco	12-01-10	3.0000%	2030	4,500,000	2,540,485	226,314	74,530	2,314,171
Total Other Lns-Rev Backed				5,500,000	2,940,485	276,314	74,530	2,664,171
Total City Indebtedness Subject to Debt Limit				199,331,499	105,280,288	12,967,709	3,916,569	112,190,029
Revenue Bonds								
Sanitary Northfork Catfish Imp SRF	1/13/10	3.25%	2031	912,000	337,000	52,000	10,953	285,000
Sanitary W&RRC Upgrade SRF	8/18/10	3.25%	2039	74,285,000	47,502,000	2,747,000	950,039	44,755,000
Sanitary WRRRC Cogeneration SRF	5/17/13	2.00%	2033	3,048,000	1,522,000	156,000	30,440	1,366,000
Sanitary Kerper Boulevard & Sponsor SRF	3/8/19	1.00%	2038	2,763,000	1,906,537	129,000	19,114	1,777,537
Sanitary Projects Planning - FY21 SRF	Various	2.00%	2043	1,770,000	1,732,668	75,788	34,276	1,656,880
Sanitary Granger Creek & Force Main Plan	1/7/2022	—%	2044	465,000	455,192	19,910	9,005	435,282
Sanitary 42" Force Main WQFP Loan	3/3/2023	1.00%	2043	1,950,000	1,862,000	89,000	18,620	1,773,000
Sanitary Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	11,290,109	11,290,109	456,443	274,920	10,833,666
Sanitary Projects- FY24	Future	2.68%	2044	4,228,710	4,228,710	170,961	102,971	4,057,749
Sanitary Projects- FY25	Future	2.68%	2045	17,683,900	—	—	—	17,683,900
Stormwater Lower Bee Branch Rest SRF	10/27/10	3.25%	2041	7,850,000	5,337,000	240,000	173,452	5,097,000
Stormwater Lower Bee Branch SRF	9/1/14	2.00%	2034	1,029,000	168,000	17,000	3,360	151,000
Stormwater Northfork Catfish Improv. SRF	1/13/10	3.25%	2031	800,000	295,000	45,000	9,588	250,000
Stormwater Sales Tax Increment Rev NA	6/15/15	3.72%	2031	20,800,000	16,725,000	2,150,000	618,968	14,575,000
Stormwater Sales Tax Revenue - GO	5/19/2014	3.23%	2029	7,190,000	6,000,000	1,125,000	275,500	4,875,000
Stormwater Upper Bee Branch RR SRF	6/7/19	2.00%	2040	16,382,000	13,603,000	730,000	272,060	12,873,000
Stormwater West 32nd Detention SRF	1/14/09	3.25%	2028	1,847,000	466,000	111,000	15,145	355,000
Water Webber Extension - FY22	1/7/22	—%	2044	1,570,000	1,536,886	67,224	30,403	1,469,662
Water Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	1,633,646	1,633,646	66,046	39,780	1,567,600
Water Projects- FY24	Future	2.68%	2044	4,140,315	4,140,315	167,387	100,819	3,972,928
Water Projects- FY25	Future	2.68%	2045	4,686,377	—	—	—	4,686,377
Water Roosevelt Water Tower SRF	8/9/19	2.00%	2040	4,400,000	3,654,000	196,000	73,080	3,458,000
Water CIWA Purchase & Improvements	7/7/17	2.00%	2036	8,613,761	6,063,761	521,000	152,960	5,542,761
Water- Clear Well Reservoirs SRF	10/18/07	3.25%	2028	915,000	232,000	55,000	4,640	177,000
Water Meter Change Out Program SRF	2/12/10	3.25%	2031	6,394,000	2,692,000	349,000	87,587	2,343,000
Water System Improv & Ext. Refunding	8/18/21	2.00%	2030	3,505,000	2,435,000	380,000	48,700	2,055,000
Total Revenue Bonds				210,151,818	135,817,824	10,115,759	3,356,380	148,072,342
Less Annual Appropriation Revenue Bds				—	(13,956,032)	—	—	(11,803,968)
Net Revenue Bonds				210,151,818	121,861,792	10,115,759	3,356,380	136,268,374
Total City Indebtedness				409,483,317	257,000,704	23,083,468	7,272,949	274,937,509
Statutory Debt Limit					262,722,395			\$321,926,12
% of Debt Limit Used					40.07 %			34.85 %
Remaining Debt Capacity					157,442,107			209,736,091.4

ATTACHMENT D

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

(2025.3) Updated July 28, 2025

LEGAL DESCRIPTION:

Subarea A of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center Eighth Addition; and
- All of Lot 1 Dubuque Industrial Center 13th Addition; and
- Lot 2 Dubuque Industrial Center 13th Addition; and
- Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center 11th Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1-3 Dubuque Industrial Center 12th Addition; and
- Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 10th Addition; and
- Lot 2-3 Dubuque Industrial Center 12th Addition; and
- Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 12th Addition; and
- Lot 2 Dubuque Industrial Center Ninth Addition; and
- Lot 2 Dubuque Industrial Center 12th Addition; and
- Lot 2-2 Dubuque Industrial Center Sixth Addition; and
- Lot 3 Dubuque Industrial Center Ninth Addition; and
- Lot 1 Dubuque Industrial Center Sixth Addition; and
- Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
- Lot 2-1 Walter Addition; and
- Lot 2-1 Walter Addition; and
- And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea B of the District consists of the real property legally described as follows:

- Lots 1, 3, 4, 1 of 5, 6 and H of Dubuque Industrial Center West as originally platted; and
- Lots 1, 2, 3, 4, 5, 6, and C of Dubuque Industrial Center West 2nd Addition as originally platted; and
- Lots 1, 2, 3, 4, B, and C of Dubuque Industrial Center West 4th Addition as originally platted; and
- Lots 1 of 1, 1 of 2, 2 of 2, 1 of 3, 2 of 3, A, C, and D of Dubuque Industrial Center West 5th Addition as originally platted; and
- Lot 1 and Lot A of Dubuque Industrial Center West 6th Addition as originally platted; and
- Lots 1, 1 of 2, and 2 of 2 of Dubuque Industrial Center West 7th Addition as originally platted; and
- Lot 2 of 1 of the Southwest Quarter of the Southwest Quarter and Lot 2 of 1 of the Southeast Quarter of the Southwest Quarter all in Section 30, Township 89 North, Range 2 East, 5th Principal Meridian as originally platted; and
- and all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the SE 1/4 of Section 30, the SE 1/4 of the SW 1/4 of Section 30, the NW 1/4 of Section 31, and the NE 1/4 of Section 31 all in T89N, R2E, of the 5th P.M. Dubuque County, Iowa, the centerline of which is more particularly described as follows:
beginning at a point of intersection with the easterly line of the SE 1/4 of Section 30, T89N, R2E, of the 5th P.M., thence southwesterly along the centerline of said railroad 2,700 feet, more or less a point of intersection with the westerly line of the SE 1/4 of said Section 30; thence southwesterly continuing along said centerline 845 feet, more or less, to a point where the railroad right-of-way widens to 200 feet, said point being the terminus of this description; and
- all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the Balance of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter in Section 29, Township 89 North, Range 2 East, 5th Principal Meridian; and
- any adjoining public street right-of-way all in the City of Dubuque, Dubuque County, Iowa.
- Excepting therefrom Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea C of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Second Addition; and
- Lots 2 of Dubuque Industrial Center North First Addition; and
- Lot 3 of Dubuque Industrial Center North First Addition, excepting the following part of said Lot 3:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
 Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.; and
- C of Dubuque Industrial Center North First Addition, excepting the following part of said Lot C: Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa; Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning; Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet; Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet; Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa; Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet; Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet; Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet; Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet; Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet; Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet; Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet; Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet; Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet; Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet; Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet; Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- Lot A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and
- Any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea D of the District consists of the real property legally described as follows:

- Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

Subarea E of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
- All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

Subarea F of the District consists of the real property legally described as follows:

- Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
- Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North , Range 1 East of the 5th Principal Meridian, in Center Township , Dubuque County , Iowa;
- Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
- The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

Subarea G of the District consists of the real property legally described as follows:

- The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

- Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- All in the City of Dubuque, Dubuque County, Iowa.

Subarea H of the District consists of the real property legally described as follows:

- Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of Lot 1 of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Subarea I of the District consists of the real property legally described as follows:

- Lot 2 Seippel Road Place #2, Dubuque County, Iowa.
- Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

Subarea J of the District consists of the real property legally described as follows:

- Lot 2 Julien Care Place, Dubuque County, Iowa.
- Lot 3 Julien Care Place, Dubuque County, Iowa
- Lot 2-1 Julien Care Place, Dubuque County, Iowa

Subarea K of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

Subarea L of the District shall include the following described properties:

- Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M.

Subarea M of the District shall include the following described properties:

- Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M.

Subarea N of the District shall include the following described properties:

- Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
- All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

Subarea O of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and
- A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:
 - Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;
 - Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;
 - Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;
 - Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;
 - Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;
 - Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;
 - Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;
 - Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;
 - Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;

- Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;
- Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;
- Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;
- Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;
- Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;
- Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;
- Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;
- Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- All in the City of Dubuque, Iowa

Subarea P of the District shall include the following described properties:

- Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and
- The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and

described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and
- A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:
 - Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of u.s. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet; thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east

on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of u.s. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

- An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:
- Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the **Point of Beginning**; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet;

thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the **End Point**, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

Subarea Q of the District shall include the following described properties:

- Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa
- All in the City of Dubuque, Iowa

Subarea R of the District shall include the following described properties:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 170.00 feet; thence N00°35'44"W, 32.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E,

255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.

Subarea S of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

Subarea T of the District shall include the following described properties:

- The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

Subarea U of the District consists of the real property legally described as follows:

- All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
- All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

Subarea V of the District consists of the real property legally described as follows:

- All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

Subarea W of the District consists of the real property legally described as follows:

- Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

All in the City of Dubuque, Iowa.

MINUTES

CONSULTATION WITH AFFECTED TAXING BODIES for the Amended and Restated URBAN RENEWAL PLAN 2025.3 for the Dubuque Industrial Center West Urban Renewal Area:

Thursday, August 14, 2025 at 2:00p.m.

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 293 378 208 145 3

Passcode: Qu7dU3vi

Meeting Commenced: 2:00 p.m.

Present: No representatives from the taxing bodies were in attendance.

Meeting Adjourned: 2:15 p.m.

A handwritten signature in black ink, appearing to read "Jill M. Connors", followed by a period. The signature is stylized with a large loop at the beginning and a long, sweeping underline.

Jill M. Connors

Economic Development Director, City of Dubuque

Prepared by Ian C. Hatch, Economic Development, 1300 Main St., Dubuque, IA 52001, (563) 589-4393
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4121

RESOLUTION NO. ____-25

APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.3, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT.

Whereas, by Resolution 262-25 adopted on August 4, 2025, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan" or "Plan") for the Dubuque Industrial Center Economic Development District (the "District"); and

Whereas, the Amended and Restated Urban Renewal Plan for the District, Version 2025.3, is on file in the City Clerk's Office; and

Whereas, the City Council's primary objective for the Amended and Restated Urban Renewal Plan for the District is to remove certain property from Subarea B of the District as shown in the Amended and Restated Urban Renewal Plan, Version 2025.3, to provide opportunities which will further economic development purposes and objectives as described in the Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa and no written objections or recommended changes to the Plan have been received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the Amended and Restated Urban Renewal Plan after public notice thereof.

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

Section 1. That the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, Version 2025.3, is hereby approved.

Section 2. That a feasible method exists for the location of any families who will be

displaced from the District, as amended, into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; and that the Amended and Restated Plan conforms to the general plan of the City as a whole. With respect to any real property in the District acquired by the City in connection with the land and projects included in the Plan, non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the District, as amended, continues to be an area for economic development (commercial and industrial) within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Iowa Code Chapter 403; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Amended and Restated Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan.

Section 5. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

PASSED, APPROVED and ADOPTED this 2nd day of September, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE:	Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.4 for the Dubuque Industrial Center Economic Development District ("District"), and City Manager recommending approval. RESOLUTION Approving The Amended And Restated Urban Renewal Plan, Version 2025.4, For The Dubuque Industrial Center Economic Development District
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Urban Renewal Plan, Version 2025.4
4. Attachment A - Map
5. Attachment B-1
6. Attachment B-2
7. Attachment C
8. Attachment D
9. Consultation Minutes
10. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4

DATE: August 27, 2025

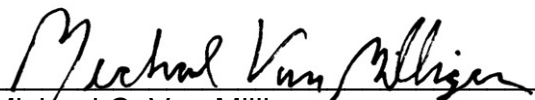
Economic Development Director Jill Connors is recommending City Council adoption of a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.4 for the Dubuque Industrial Center Economic Development District ("District").

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years.

This proposed expansion and amendment of the Dubuque Industrial Center Economic Development District would result in the addition of property, to be designated as a new Subarea X, that was previously removed from Subarea B. The expansion of the District is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement by and between the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc.

The City of Dubuque has had tremendous success with its economic development approach, receiving multiple national recognitions for job creation. This is in no small part due to the City's decision in the mid 1990's to acquire and develop over 900 acres of property to provide a 20-year supply of industrial park land, which with subsequent property acquisitions has expanded to almost 1,500 acres. This proposed modification of the District would further the City's goals for economic development.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4

DATE: August 21, 2025

INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.4 for the Dubuque Industrial Center Economic Development District ("District").

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would expand the District to include property to be designated as a new Subarea X, as referenced in a Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc. The Plan also updates the Public Purpose Activities to include SJR Properties, L.L.C.

BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W).

DISCUSSION

This proposed expansion and amendment of the Dubuque Industrial Center Economic Development District would result in the addition of property, to be designated as a new Subarea X, that was previously removed from Subarea B. The expansion of the District is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement by and between the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc.

A consultation process was conducted with the affected taxing entities as required by Chapter 403.5 of the Iowa Code. Prior to the meeting, the affected taxing bodies were mailed copies of the Amended and Restated Urban Renewal Plan and the Notice of Public Hearing. The required consultation to discuss, question, or object to the findings in these documents was held Thursday, August 14, 2025. No written objections or recommended changes to the Amended and Restated Plan were received.

On August 22, 2025, the notice of public hearing was published to allow for the appropriate publication requirements for the proposed Amended and Restated Urban Renewal Plan, Version 2025.4

The City of Dubuque has had tremendous success with its economic development approach, receiving multiple national recognitions for job creation. This is in no small part due to the City's decision in the mid 1990's to acquire and develop over 900 acres of property to provide a 20-year supply of industrial park land. This proposed modification of the District would further the City's goals for economic development.

RECOMMENDATION / ACTION STEP

I recommend, following the public hearing, the City Council adopt the attached Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2025.4 for Dubuque Industrial Center Economic Development District.

AMENDED and RESTATED URBAN RENEWAL PLAN

Dubuque Industrial Center Economic Development District

City of Dubuque, Iowa

This Amended and Restated Urban Renewal Plan provides for the continued development of the Dubuque Industrial Center Economic Development District, originally established by Resolution 130-88 of the City Council of the City of Dubuque, Iowa on May 2, 1988 and thereafter amended and restated by Resolution 484-90 on December 17, 1990, Resolution 142-97 on April 7, 1997, Resolution 478-97 on November 17, 1997, Resolution 15-08 on January 7, 2008, Resolution 101-08 on March 17, 2008, Resolution 109-08 on April 7, 2008, Resolution 87-11 on March 7, 2011, Resolution 171-13 on June 3, 2013, Resolution 197-15 on June 1, 2015, Resolution 309-15 on September 8, 2015, Resolution 332-16 on September 19, 2016, Resolution 157-18 on May 21, 2018, Resolution 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 387-19 on November 4, 2019, Resolution 125-21 on April 19, 2021, Resolution 125-21 on April 19, 2021, Resolution 323-21 on September 20, 2021, Resolution 324-21 on September 20, 2021, by Resolution 387-21 on November 1, 2021, by Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution 290-22 on September 6, 2022, by Resolution 290-22A on November 7, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution

39-24 on February 19, 2024, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, by Resolution ____-25 on September 2, 2025, and by Resolution ____-25 on September 2, 2025.

Prepared by the Economic Development Department.

Version 2025.4

TABLE OF CONTENTS

A.	INTRODUCTION	4
B.	OBJECTIVES	4
C.	DISTRICT BOUNDARIES	5
D.	PUBLIC PURPOSE ACTIVITIES	5
E.	DEVELOPMENT & REDEVELOPMENT REQUIREMENTS.....	7
F.	LAND ACQUISITION AND DISPOSITION	8
G.	FINANCING ACTIVITIES	9
H.	STATE AND LOCAL REQUIREMENTS	11
I.	DURATION OF APPROVED URBAN RENEWAL PLAN.....	11
J.	SEVERABILITY.....	12
K.	AMENDMENT OF APPROVED URBAN RENEWAL PLAN	12
L.	ATTACHMENTS.....	12

AMENDED and RESTATED
DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT
URBAN RENEWAL PLAN

City of Dubuque, Iowa

A. INTRODUCTION

This AMENDED and RESTATED URBAN RENEWAL PLAN (the “Plan”) has been prepared to provide for the further development and redevelopment of the DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT (the “District”) first established by the City of Dubuque on May 2, 1988. Its intent is to stimulate economic development activities within the expanded District through the commitment of public actions as specified herein.

To achieve this objective, the City of Dubuque shall undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under Chapter 403 of the Iowa Code, Urban Renewal Law.

This Plan shall serve as a new urban renewal plan for the District described herein. The Plan shall be viewed as a single plan for purposes of fulfilling the objectives of this Plan. The separate subareas of this Plan (the “Subarea(s)”) will be maintained and observed for those purposes which are aided by or in need of the division, but the combined area comprising the District shall be treated together for planning and redevelopment purposes.

The division of taxation authorized by Section 403.19 and the separation of incremental taxes as defined in Section 403.19(2) have been implemented in the existing area of the District (the different areas of the District are hereinafter referred to as Subareas). Under the terms of this Plan, the tax increment mechanism shall continue in the existing Subareas and shall be implemented within a new Subarea being added to the District. Incremental taxes shall continue to be determined separately with respect to each of the Subareas comprising the District, and when collected shall be applied, subject to such liens and priorities as may exist or be from time to time provided, with respect to the Amended and Restated Dubuque Industrial Center Economic Development District, as so amended.

B. OBJECTIVES

The primary objectives of the Plan are the development and redevelopment of the District for economic development activities, primarily industrial park development, through:

1. Provision of marketable industrial development sites for the purpose of job-creating economic development activities;
2. Provision of public infrastructure improvements, including sanitary sewer, water and stormwater detention, supportive of full development of the District;
3. Provision of a safe, efficient and attractive circulation system;
4. Establishment of design standards which will assure cohesive and compatible development and redevelopment of the District;
5. Provision of public amenities that provide an aesthetically appealing environment, including open space, buffering, landscaping, water features, signage and lighting to create a distinctive and attractive setting;
6. Creation of financial incentives necessary to encourage new and existing businesses to invest in the District; and
7. Expansion of the property tax base of the District.

C. DISTRICT BOUNDARIES

The District is located entirely within the County of Dubuque, State of Iowa. Most of the District, including all of Subareas A, B, C (as amended), D, E, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, and W currently is within the corporate limits of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subarea F in the District in a Joint Agreement between the City and County, dated April 20, 2015. The City expects that Subarea F ultimately will become part of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subareas I and J in the District in a Joint Agreement between the City and County, dated August 8, 2016.

This Plan creates a new subarea within the District, Subarea X, by adding property to the District (see Attachment D). Subarea X includes property that was previously a portion of the expired Subarea B.

The City of Dubuque believes that the objectives of the Plan can best be accomplished by defining the real property included within the District as seventeen separate areas so as to distinguish the original District (Subarea A) from the subsequent expansion areas (Subareas B (as amended), C (as amended), D, E (as amended), F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X).

The descriptions of the boundaries of each Subarea are attached to this Plan as ATTACHMENT D, District Boundary Description by Subarea.

The boundaries of the District are delineated on the Subarea Map, attached to this Plan as ATTACHMENT A.

The City of Dubuque reserves the right to further modify the boundaries of the District at some future date. Any amendments to the Plan will be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

D. PUBLIC PURPOSE ACTIVITIES

To meet the OBJECTIVES of this Plan, the City of Dubuque has and expects to continue to initiate and support development and redevelopment of the District through, among other things, the following PUBLIC PURPOSE ACTIVITIES:

1. Acquisition of property for public improvements and private development;
 - a.) These activities include, but are not limited to, previously approved consultant work that will examine and identify future areas for acquisition and industrial park development.
 - b.) These activities also include the acquisition of property that is included in the previously approved Subareas of this Plan.
 - c.) These activities also include the acquisition of property that is included in Subarea T.
2. Demolition and removal of buildings and improvements not compatible with or necessary for industrial park development and all site preparation and grading required in connection with such development;
 - a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.
3. Improvement, installation, construction and reconstruction of streets, utilities and other improvements and rights-of-ways including but not limited to the relocation of overhead utility lines, street lights, construction of railroad spur tracks, appropriate landscaping and buffers, parks and open space and signage;
 - a.) These activities include, but are not limited to, future and previously approved development of road, water, wastewater, and storm water infrastructure associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and the Dubuque Industrial Center South.
 - b.) These activities include, but are not limited to, the previously approved development of the Bergfeld recreational area, pond,

and walking trail, as well as additional signage and trail improvements.

- c.) These activities also include the construction and installation of supporting infrastructure within the District.
4. Disposition of any property acquired in the District, including sale, initial leasing or retention by the City itself, at its fair value;
5. Preparation of property for development and redevelopment purposes including but not limited to activities such as appraisals and architectural and engineering studies;
 - a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.
6. Maintenance of publicly utilized recreational and economic development areas;
 - a.) These activities include, but are not limited to, general landscaping and maintenance expenses in public right-of-way and undeveloped land owned by the City of Dubuque.
7. Use of tax increment financing, loans, grants and other appropriate financial tools in support of eligible public and private development and redevelopment efforts;
 - These activities also include, but are not limited to, previously approved property tax rebate agreements with:
 - Leo A. Theisen and Theisen Supply, Inc.;
 - A.Y. McDonald Mfg. Co.;
 - Green Industrial Supply, Inc.;
 - Walter Development, LLC and TM, Inc.;
 - Spiegel Family Realty Company;
 - Progressive Processing, LLC/Hormel;
 - ITC Midwest LLC;
 - Medline Industries, Inc. (November 2007);
 - Art's-Way Vessels, Inc.;
 - Kendall/Hunt Publishing Company, Westmark Enterprises, Inc. and Great River Technologies, LLC.;
 - P&L Venture, LLC, and National Dentex;
 - Dubuque Screw Products, Inc.;
 - Giese Properties, LLC and Giese Manufacturing

- Company, Inc. (Phase I, II, and III);
 - Faley Properties, L.L.C. and Faley Enterprises, Inc.;
 - Malay Holdings, LLC, and Vanguard Countertops, Inc.;
 - Tri-State Industries Inc.;
 - TriState Quality Metals, LLC;
 - Roasting Solutions, LLC;
 - Flexsteel Industries, Inc.; and
 - Medline, Industries, Inc. (May 2018)
 - Walter Development, LLC
 - Walter Development, LLC, BAS Development, LLC, and Unison Solutions, Inc.
 - Simmons Pet Food, Inc.
 - Scherr Real Estate, LLC, and Dubuque Screw Products, Inc.
 - Green Industrial Properties, L.L.C., Innovation Properties, L.L.C., and Green Industrial Supply, Inc.
 - Geisler Realty, LLC, and Dubuque Steel Products, Inc.
 - Seippel Warehouse, LLC
 - Vanguard Enterprises, Inc.
 - SJR Properties, L.L.C.
- These activities include, but are not limited to, previously approved agreements to sell bonds, leveraging tax increment financing on capital improvement for;
 - American Tank and Fabrication, Co. (formerly Vessel Systems, Inc.) for the development of a 31,000 square feet industrial manufacturing facility at 8025 Chavenelle Road.
 - The Adams Company for the development of a 50,000 square foot industrial facility at 8040 Chavenelle Road.
 - The City expects to consider requests for additional development agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such additional agreements are unknown at this time, but based on past history and dependent on development opportunities and climate, the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such additional development agreements will not exceed \$10,000,000

8. Enforcement of applicable local, state and federal laws, codes and

regulations;

9. Enforcement of established design standards in furtherance of quality development;
10. Development and implementation of a marketing program for the purpose of promoting the purchase and development of industrial sites by private developers;
11. Coordination and cooperation with the improvement of Seippel Road as it affects accessibility to U.S. Highway 20 from Subareas B, C, E, F, I, J.
12. Contracts with vendors to promote business retention, expansion, recruitment, and workforce development;
 - a.) These activities include, but are not limited to, a contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and commercial and industrial expansion in the District.
 - b.) These activities include, but are not limited to, related legal expenses.
13. Construction by the County of one or more County-owned buildings in Subareas I and/or J.
 - a.) These activities include the support of the County's investment of Dubuque County funds into the construction of a new office building and a new maintenance and storage shop on certain County-owned real property situated at 13047 City View Drive for use by the County's Secondary Roads, Health, Zoning and County Assessor Departments. The County funding for this project may come from borrowed funds through the issuance of general obligation indebtedness or such other sources as the County may identify in the future. It is not anticipated that the City or TIF funds from the District will finance this project in any way.
14. Design and construction buildout of one or more City leased buildings in Subarea B.
 - a.) These activities include the use of tax increment in the District to finance the design and construction buildout of a City Data Center in leased space located at 7900 Chavenelle. Cost for this project is not anticipated to exceed \$300,000.

Public purpose activities are limited to those areas delineated on the URBAN RENEWAL

DISTRICT map (Attachment A).

All public purpose activities shall be conditioned upon and shall meet the restrictions and limitations placed upon the District by the Plan.

E. DEVELOPMENT & REDEVELOPMENT REQUIREMENTS

The LAND USE and PLANNING AND DESIGN CRITERIA set forth herein shall apply to any and all District properties the development and/or the redevelopment of which is assisted by the City through any of the PUBLIC PURPOSE ACTIVITIES listed above.

1. Land Use

Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X shall continue to be developed under the regulations of the existing Dubuque Industrial Center Planned Industrial District. The allowed uses provide for a mix of commercial and industrial land use activities within a quality industrial park setting.

LAND USE maps (Attachments B-1 and B-2) identify the existing and the proposed land uses within Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X.

2. Planning and Design Criteria

The planning criteria to be used to guide the physical development of Subareas A, B, C, D, E, F, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X are those standards and guidelines contained within the City of Dubuque's Unified Development Code and other applicable local, state and federal codes and ordinances.

- a. Subarea A development will continue to be additionally governed by the Conditions of Development and Operation Documents of the Dubuque Industrial Center Planned Industrial District as amended from time to time.
- b. Subareas B, C, D, E, F, K, N, O, P, Q, R, S, T, U, V, W, and X will develop under a PI Planned Industrial District ordinance as required by Section 16-5-24 of the City of Dubuque's Unified Development Code. Development will follow the Planned Unit Development regulations which require a conceptual development plan and specific design and performance standards to be approved by ordinance.
- c. Subareas G, H, L, and M are intended to develop as an Industrial area similar to Subareas B, C, D, E, and F.
- d. Subareas I, J, and a portion of Subarea P are located in Dubuque County outside of City of Dubuque corporate limits and therefore are not subject to City Development Codes.

F. LAND ACQUISITION AND DISPOSITION

The City of Dubuque is prepared to acquire and dispose of property in support of the development and redevelopment of the District within the parameters set forth below.

1. Land Acquisition

The City has acquired substantially all of the land located within the District, except Subareas I and J, and has made the same available for private development in accordance with this Plan.

2. Land Disposition

All City owned land that is available for development within the District, will be sold for the development of viable uses consistent with this Plan and not for purposes of speculation.

Land will be disposed of in accordance with the requirements set forth in Chapter 403 of the Iowa Code, Urban Renewal Law. Developers will be selected on the basis of the quality of their proposals and their ability to carry out such proposals while complying with the requirements of this Plan.

Developers will be required by contractual agreement to observe the Land Use Requirements and Planning and Design Criteria of this Plan. The contract and other disposition documents will set forth the provisions, standards and criteria for achieving the objectives and requirements outlined in this Plan.

3. Relocation Requirements

No relocation is anticipated at this time; however, if any relocation is necessary as part of the eligible urban renewal projects, the City will follow all applicable relocation requirements.

G. FINANCING ACTIVITIES

To meet the OBJECTIVES of this Plan and to encourage the development of the District and private investment therein, the City of Dubuque is prepared to provide financial assistance to qualified industries and businesses through the making of loans or grants under Chapter 15A of the Iowa Code and through the use of tax increment financing under Chapter 403 of the Iowa Code.

1. Chapter 15A Loan or Grant

The City of Dubuque has determined that the making of loans or grants of public

funds to qualified industries and businesses is necessary to aid in the planning, undertaking and completion of urban renewal projects authorized under this Plan within the meaning of Section 384.24(3)(q) of the Iowa Code. Accordingly, in furtherance of the objectives of this Plan, the City of Dubuque may determine to issue bonds or loan agreements, in reliance upon the authority of Section 384.24A, Section 384.24(3)(q), Section 403.12 (general obligation bonds) or Section 403.9 (tax increment bonds), for the purpose of making loans or grants of public funds to qualified businesses located within the District. Alternatively, the City may determine to use available funds for the making of such loans or grants. In determining qualifications of recipients and whether to make any such individual loans or grants, the City of Dubuque shall consider one or more of the factors set forth in Section 15A.1 of the Iowa Code on a case-by-case basis.

2. Tax Increment Financing

The City of Dubuque is prepared to utilize tax increment financing as a means of financing eligible costs incurred to implement the Public Purpose Activities identified in Part D of this Plan. Bonds, tax rebate agreements and/or loan agreements may be issued by the City under the authority of Section 403.9 of the Iowa Code (tax increment bonds) or Section 384.24A, Section 384.24(3)(q) and Section 403.12 (general obligation bonds).

The City acknowledges that the use of tax increment revenues delays the ability of other local taxing bodies to realize immediately the direct tax benefits of new development in the District. The City believes, however, that the use of tax increment revenues to finance the development of new industrial land and to promote private investment in the District is necessary in the public interest to achieve the OBJECTIVES of this Plan. Without the use of this special financing tool, new investment may not otherwise occur or may occur within another jurisdiction. If new development does not take place in Dubuque, property values could stagnate and the City, County and School District may receive less taxes during the duration of this Plan than they would have if this Plan were not implemented.

Tax increment financing will provide a long-term payback in overall increased tax base for the City, County and School District. The initial public investment required to generate new private investment will ultimately increase the taxable value of the District well beyond its existing base value.

Tax increment reimbursement may be sought for, among other things, the following costs to the extent they are incurred by the City:

- a. Planning and administration of the Plan;
- b. Construction of public infrastructure improvements and facilities within the District;

- c. Acquisition, installation, maintenance and replacement of public investments throughout the District including but not limited to street lights, landscaping and buffers, signage and appropriate amenities;
- d. Acquisition of land and/or buildings and preparation of same for sale or lease to private developers, including any "write down" of the sale price of the land and/or building;
- e. Preservation, conservation, development or redevelopment of buildings or facilities within the District to be sold or leased to qualified businesses;
- f. Loans or grants to qualified businesses under Chapter 15A of the Iowa Code, including tax rebate payments, debt service payments on any bonds issued to finance such loans or grants, for purposes of expanding the business or activity, or other qualifying loan programs established in support of the Plan;
- g. Providing the matching share for a variety of local, state and federal grants and loans; and
- h. Any of the costs incurred in connection with any of the PUBLIC PURPOSE ACTIVITIES described in Part D of this Plan.

3. Proposed Amount of Indebtedness

At this time, the extent of improvements and new development within the District is only generally known. As such, the amount and duration for use of the tax increment revenues for public improvements and/or private development can only be estimated; however, the actual use and amount of tax increment revenues to be used by the City for District activities will be determined at the time specific development is proposed.

It is anticipated that the maximum amount of indebtedness which will qualify for tax increment revenue reimbursement during the duration of this Plan, including acquisition, public improvements and private development assistance within the District, will not exceed \$70,500,000.

The City of Dubuque's current general debt subject to the statutory debt limit is \$112,190,029 (a list of the outstanding obligations is found at Attachment C) and the current statutory debt limit is \$321,926,120.

H. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with state and local laws have been complied with by the City of Dubuque in the implementation of this Plan and its supporting documents.

I. DURATION OF APPROVED URBAN RENEWAL PLAN

1. Subarea A

This Plan shall continue in effect for Subarea A until terminated by action of the City Council, but in no event before the City of Dubuque has received full reimbursement from all incremental taxes of its advances and principal and interest payable on all Tax Increment Financing or general obligations issued to carry out the OBJECTIVES of the Plan.

2. Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X

This Plan shall continue in effect until terminated by the City Council; provided, however, that the collection of tax increment revenues from properties located in Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X shall be limited as provided by law (currently twenty (20) years from the calendar year following the calendar 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 division of tax increment revenue as provided for in Section 403.19 (tax increment financing) of the Iowa Code, or in which the City first includes the Subarea in an ordinance for the division of tax increment revenue).

The DEVELOPMENT AND REDEVELOPMENT REQUIREMENTS established, or as amended from time to time by the City of Dubuque Zoning Ordinance, shall remain in effect in perpetuity.

J. SEVERABILITY

In the event one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or unenforceability shall not affect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

K. AMENDMENT OF APPROVED URBAN RENEWAL PLAN

This Plan may be amended from time to time to respond to development opportunities. Any such amendment shall conform to the requirements of Chapter 403 of the Iowa Code. Any change effecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

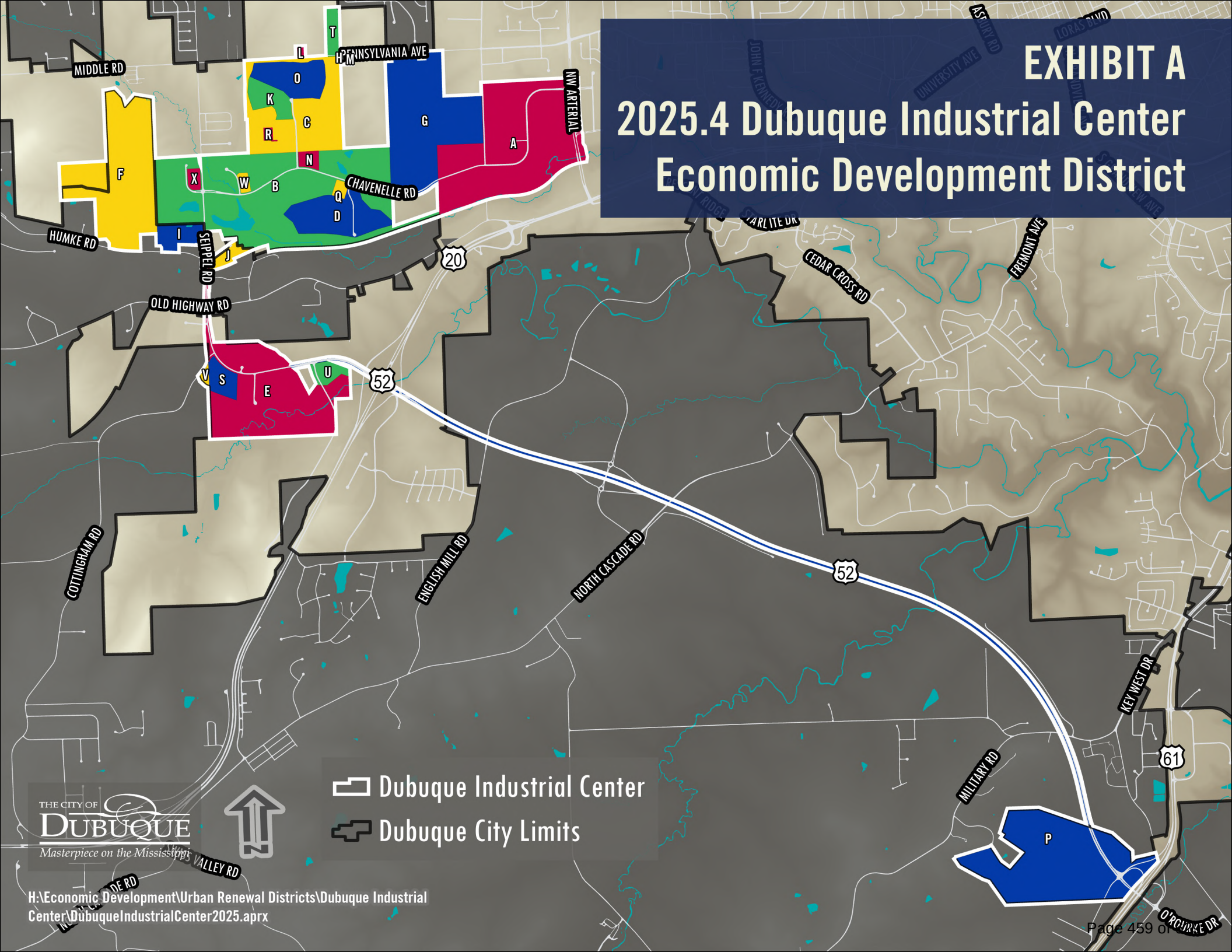
L. ATTACHMENTS

A Urban Renewal District Map

- B** Land Use Maps
 - B-1** Existing Land Use
 - B-2** Proposed Land Use
- C** List of General Obligation Debt
- D** Legal Descriptions

EXHIBIT A

2025.4 Dubuque Industrial Center Economic Development District

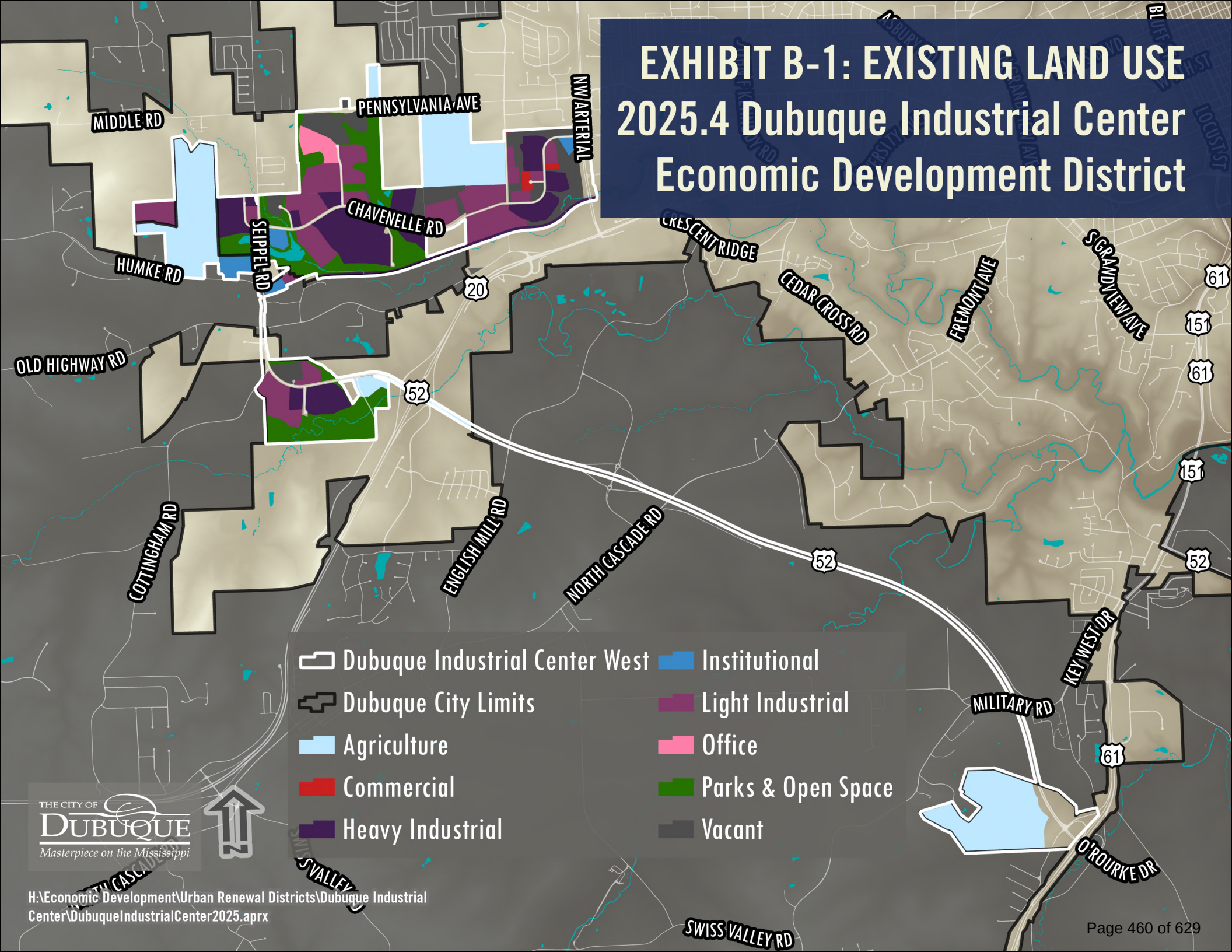


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EXHIBIT B-1: EXISTING LAND USE

2025.4 Dubuque Industrial Center Economic Development District

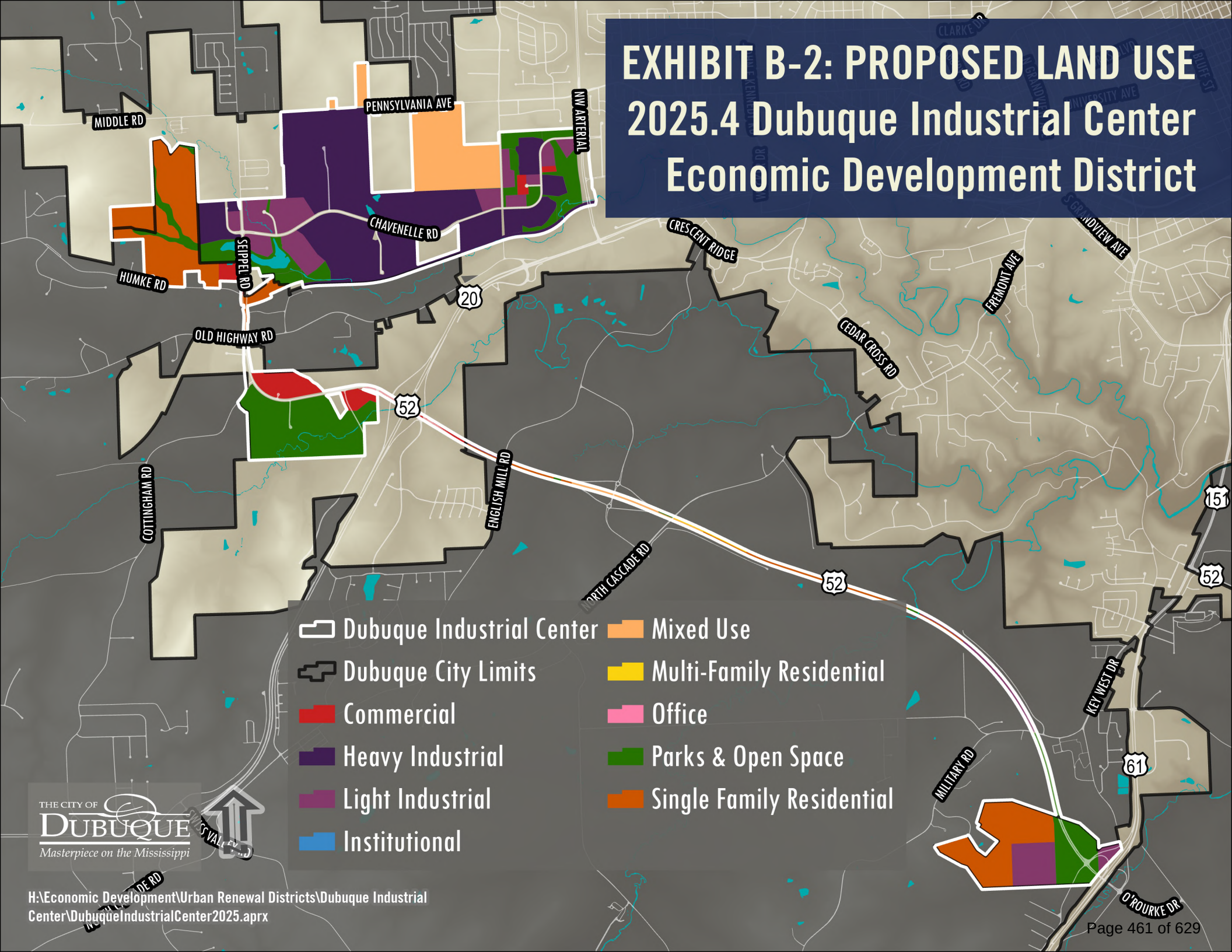


- Dubuque Industrial Center West
- Dubuque City Limits
- Agriculture
- Commercial
- Heavy Industrial
- Institutional
- Light Industrial
- Office
- Parks & Open Space
- Vacant

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EXHIBIT B-2: PROPOSED LAND USE

2025.4 Dubuque Industrial Center Economic Development District



City of Dubuque
Summary of Bonded Indebtedness

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
General Obligation Bonds (Essential Corporate Purpose)								
Airport New Terminal Furnishings ST20%	6/2/21	2.00%	2026	25,000	10,149	5,049	203	5,100
Airport Improvements Refunding ST20%	4/17/17	3.00%	2030	282,200	140,600	24,800	4,218	115,800
Airport Improv - PFC Refunding	6/2/21	2.00%	2032	1,353,033	1,016,721	118,332	20,334	898,389
Airport Improv - Sales Tax 20% Ref	6/2/21	2.00%	2032	10,000	—	—	—	—
Airport Terminal Utility Improv - PFC Ref	6/2/21	2.00%	2034	490,000	385,000	35,000	7,700	350,000
Airport New Terminal Roads ST20%	4/4/16	2.79%	2036	635,927	402,851	31,652	11,636	371,199
Airport Recon Taxiway Alpha - FY24 ST20%	Future	4.50%	2044	132,489	132,489	2,158	5,480	130,331
Airport Improvements - FY25 ST20%	Future	4.50%	2045	500,386	—			500,386
Building- Conf Center Energy ST20%	6/20/19	3.00%	2027	187,136	71,808	23,936	2,154	47,872
Building 18th Street Improv Sales Tax 20%	3/19/18	3.05%	2026	391,913	109,190	52,645	3,386	56,545
Building City Hall Brickwork Sales Tax 20%	6/20/19	3.00%	2027	236,448	94,989	30,660	6,274.8	64,329
Building Smart Meters Refunding ST20%	4/17/17	3.00%	2030	45,400	22,600	4,000	678	18,600
Building Federal Bldg Roof Sales Tax 20%	4/4/16	2.79%	2035	268,404	170,031	13,359	4,911	156,672
Building 2nd Floor Engine House 1 - ST20%	8/1/23	4.70%	2043	207,113	207,113	6,821	9,902	200,292
Civic Center Improvements - Sales Tax 20%	6/20/19	3.00%	2027	323,146	129,818	41,902	8,576	87,916
Civic Center Chair Platform S3 ST20%	6/20/19	3.00%	2027	59,340	22,770	7,590	683	15,180
DICW Expansion - South Siegert Farm	3/19/18	3.05%	2026	239,534	66,735	32,176	2,070	34,559
DICW North Siegert Refunding	4/17/17	3.00%	2029	1,285,000	595,000	115,000	17,850	480,000
DICW Expansion Consult Refund 2012H	6/2/21	2.00%	2032	95,580	71,508	8,142	1,430	63,366
DICW Exp S Siegert Ref Taxable	6/2/21	2.00%	2032	2,498,375	1,877,375	218,500	37,548	1,658,875
DICW Exp South Siegert Farm Non-tax	6/20/19	3.00%	2032	305,357	203,271	24,333	4,980	178,938
DICW Refund 2014C Taxable	6/2/21	2.00%	2034	1,145,000	910,000	85,000	18,200	825,000
DICW Webber Property	6/29/22	4.07%	2042	5,500,000	5,500,000	95,000	234,513	5,405,000
DICWChavenelle Road - FY21 Non-Taxable	6/2/21	2.00%	2041	1,265,000	1,155,000	60,000	23,100	1,095,000
DICW Develop McFadden Property - FY24	Future	4.50%	2044	1,788,800	1,788,800	29,131	73,990	1,759,669
DICW Development of McFadden - FY25	Future	4.50%	2045	2,274,963			—	2,274,963
E911 Tower Relocation - Sales Tax 20%	6/20/19	3.00%	2027	141,869	56,993	18396	3765	38,597
Finance General Ledger Software ST20%	6/2/21	2.00%	2041	244,239	216,288	10,648	4,326	205,640
Finance General Ledger Software ST20%	6/29/22	4.07%	2042	420,457	401,747	18710	17016	383,037
Fire Station #4 Improvements - Gaming	6/20/19	3.00%	2027	188,054	62,254	20,732	4,243	41,522
Recreation ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	51,545	13,078	13,078	262	—
Airport ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	28,182	7,151	7,151	143	—
Building ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	87,596	22,227	22,227	445	—
Transit ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	11,407	2,895	2,895	58	—
Fire Station #2 ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	91,227	23,149	23149	463	—
Park Imp ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	35,046	8,893	8,893	178	—
Fire Truck Refunding - Debt Service Levy	4/17/17	3.00%	2030	951,500	474,400	83,700	14,232	390,700
Fire Station #2 ST20% 20 yr Refund 2014B	6/2/21	2.00%	2034	85,217	74,042	5,096	1,481	68,946
Park Imp ST20 20% yr Refund 2014B	6/2/21	2.00%	2034	124,780	108,416	7,462	2,168	100,954
Fire Ambulance Replacement ST20%	4/17/17	3.00%	2030	230,000	120,000	20,000	3,600	100,000
Fire Structural Repairs 5&6 ST20%	6/20/19	3.00%	2039	448,875	448,875		13,466	448,875
Fire Ladder/Pumper / HVAC ST20%	6/2/21	2.00%	2041	810,153	717,438	35,320	14,349	682,118
Fire Ladder/Pumper/Ambulance ST20%	6/29/22	4.07%	2042	1,924,543	1,843,253	81,290	73,928	1,761,963

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Fire HVAC Headquarters Sales Tax 20%	8/1/23	4.70%	2043	188,576	188,576	6,211	9,016	182,365
Fire Ladder/Pumper Replac ST20%	Future	4.50%	2044	2,090,000	2,090,000	34,036	86,449	2,055,964
Fire Ambulance - FY24 ST20%	Future	4.50%	2044	344,000	344,000	5,602	14,229	338,398
Fire HVAC - FY24 ST20%	Future	4.50%	2044	442,645	442,645	7,209	18,309	435,436
Fire Equip Replacement - FY25 ST20%	Future	4.50%	2045	969,342			—	969,342
Fire Station Improvements - FY25 ST20%	Future	4.50%	2045	1,320,900			—	1,320,900
Fire Training Burn Tower Imp FY25 ST20%	Future	4.50%	2045	466,676			—	466,676
Franchise Fee Settlement Levy	4/4/16	2.93%	2035	2,830,000	1,760,000	145,000	53,906	1,615,000
GDTIF Colts Building Renovation	6/20/19	3.00%	2039	1,575,000	1,370,000	75,000	41,100	1,295,000
GDTIF - Parks Jackson/Clock Non-Taxable	6/2/21	2.00%	2041	535,000	535,000	—	10,700	535,000
GDTIF - DT Parking Ramp - FY21	6/2/21	2.00%	2036	880,167	822,171	61,407	16,443	760,764
GDTIF Eng Dock Expansion - FY21	6/2/21	2.00%	2036	409,833	382,828	28,593	7,657	354,235
GDTIF DT Parking Ramp - FY22	6/29/22	4.07%	2042	975,000	975,000	40,000	41,453	935,000
GDTIF Docks/Five Flags AC - FY22	6/29/22	4.07%	2042	745,000	745,000	30,000	31,668	715,000
GDTIF Central/Parking Ramp/Five Flags	8/1/23	4.70%	2043	1,080,000	1,080,000	35,000	51,683	1,045,000
GDTIF Smart Parking - FY24	Future	4.50%	2044	1,217,500	1,217,500	19,827	50,359	1,197,673
GDTIF Ramp Major Maintenance - FY24	Future	4.50%	2044	270,777	270,777	4,410	11,200	266,367
GDTIF Iowa Amphitheater - FY24	Future	4.50%	2044	3,000,000	3,000,000	105,455	122,794	2,894,545
GDTIF Iowa Amphitheater - FY25	Future	4.50%	2045	285,000	—			285,000
GDTIF ABC Supply Building - FY25	Future	4.50%	2045	457,000	—			457,000
GDTIF Smart Parking - FY25	Future	4.50%	2045	1,957,000	—			1,957,000
GDTIF Ramp Major Maintenance - FY25	Future	4.50%	2045	6,053,000	—			6,053,000
GDTIF Federal Building Renovation - FY25	Future	4.50%	2045	533,000	—			533,000
GDTIF Downtown Housing Refunding	4/17/17	3.00%	2030	2,120,000	1,140,000	170,000	36,805	970,000
GDTIF Millwork District Refunding	4/17/17	3.00%	2030	2,080,000	1,075,000	165,000	32,250	910,000
GDTIF - 7th St/2-Way Conversion Ref	6/2/21	2.00%	2031	3,204,576	2,329,252	307,847	46,585	2,021,405
GDTIF - Intermodal 2012A Refunding	6/2/21	2.00%	2031	2,545,000	1,845,000	240,000	36,900	1,605,000
GDTIF 5th St Restroom/MFC 2012H Ref	6/2/21	2.00%	2032	1,254,420	938,492	106,858	18,770	831,634
GDTIF Wash Neigh Refunding Taxable	6/2/21	2.00%	2032	493,592	370,904	43,168	7,418	327,736
GDTIF 2014C Taxable Refunding	6/2/21	2.00%	2034	5,385,000	4,275,000	390,000	85,500	3,885,000
GDTIF 2014B Refunding	6/2/21	2.00%	2034	155,000	125,000	10,000	2,500	115,000
Library Improvements - Sales Tax 20%	6/20/19	3.00%	2022	39,408	15,831	5,110	1,046	10,721
Library Improv Sales Tax 20% Ref 2012E	6/2/21	2.00%	2027	84,526	42,893	14,156	858	28,737
Park Improvements - Sales Tax 20%	6/20/19	3.00%	2027	47,290	18,998	6,132	1,255	12,866
Park Water System Study Ref ST20%	4/17/17	3.00%	2030	60,000	29,900	5,300	738	24,600
Park Ham House - Sales Tax 20%	4/4/16	2.79%	2035	200,668	127,120	9,988	3,672	117,132
Park Skate Park ST20%	6/20/19	3.00%	2027	613,524	235,422	78,474	7,063	156,948
Parking Port of Dubuque Parking Ramp	3/19/18	3.05%	2026	373,553	104,075	50,179	3,228	53,896
Parking Central Ave Ramp Refunding	4/17/17	3.00%	2030	6,380,000	2,990,000	560,000	89,700	2,430,000
Parking Iowa Street Ramp Improvements	3/19/18	2.91%	2031	45,516	26,955	3,453	809	23,502
Parking Locust Ramp Security Cameras	6/20/19	3.00%	2033	126,054	77,444	9,733	1,992	67,711
Parking Improvements Refunding 2014B	6/2/2021	2.00%	2034	125,000	95,000	10,000	1,900	85,000
Parking Improv Taxable Refunding 2014C	6/2/21	2.00%	2034	220,000	175,000	15,000	3,500	160,000
Police CAD Software - Gaming Ref	6/2/21	2.00%	2030	160,000	110,000	20,000	2,200	90,000
Public Works Equip Ref RUT	4/17/17	3.00%	2030	392,000	195,400	34,500	5,862	160,900
Public Works Radio Replacement ST20%	3/19/18	2.91%	2028	110,000	45,606	10,732	1,368	34,874
PW Curb Ramp/Eng St Improv Ref ST30%	6/2/21	2.00%	2034	885,000	710,000	65,000	14,200	645,000
Rec Imp Sales Tax 20% Refunding 2012E	6/2/21	2.00%	2028	7,572	4,391	1,082	88	3,309
Rec Ice Center Settling Sales Tax 20%	8/1/23	4.70%	2043	4,614,310	4,614,310	151,968	220,619	4,462,342
Sanitary Improvements Refunding	4/17/17	3.00%	2030	660,000	340,000	50,000	10,200	290,000
Sanitary Sewer Improvements	3/19/18	2.91%	2031	1,030,009	609,965	78,146	18,300	531,819
Sanitary Forcemain Refunding 2012E	6/2/21	2.00%	2032	376,122	275,965	33,031	5,519	242,934
Sanitary Sewer Improvements	6/20/19	3.00%	2033	1,124,412	740,381	82,733	16,932	657,648
Sanitary Sewer Imp Refunding 2014B	6/2/21	2.00%	2034	4,390,000	3,475,000	315,000	69,500	3,160,000
Sanitary Sewer Improvements	4/4/16	2.79%	2035	2,405,000	1,525,000	120,000	44,006	1,405,000
Solid Waste Collection Refunding	4/17/17	3.00%	2030	51,300	25,600	4,500	768	21,100
Solid Waste Collection	3/19/2018	2.91%	2031	27,447	16,254	2,082	488	14,172

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Solid Waste Collection - FY24	Future	4.50%	2044	148,000	148,000	2,410	6,122	145,590
Solid Waste Collection - FY25	Future	4.50%	2045	873,700	—	—	—	873,700
Stormwater Refunding	4/4/16	2.91%	2028	6,270,000	1,200,000	440,000	36,000	760,000
Stormwater Improvements Refunding	4/17/17	3.00%	2030	2,015,000	1,000,000	165,000	30,000	835,000
Stormwater Improvements	3/19/18	2.91%	2031	1,714,542	1,015,356	130,081	30,460	885,275
Stormwater Improv Refunding 2012B	6/2/21	2.00%	2031	1,115,424	810,748	107,153	16,215	703,595
Stormwater Improv Refunding 2012E	6/2/21	2.00%	2032	77,131	56,592	6,774	1,132	49,818
Stormwater Improvements	6/20/19	3.00%	2033	290,796	193,576	19,467	3,984	174,110
Stormwater Upper Bee Branch SRF GO NA	4/30/21	1.18%	2037	22,138,000	17,378,398	1,227,000	248,806	16,151,398
Streetlight Replacement Refunding - ST	4/17/17	3.00%	2030	4,900	2,500	400	75	2,100
Street FEMA Land Buyout - Gaming	6/20/19	3.00%	2027	64,901	25,428	8,468	1,733	16,960
Street Fiber/Sidewalk/Lights Refunding RUT	4/17/17	3.00%	2030	258,600	129,000	22,800	3,870	106,200
Street Southwest Arterial	3/19/18	2.91%	2031	771,557	456,920	58,537	13,708	398,383
Street Southwest Arterial - Refunding 2012E	6/2/21	2.00%	2032	827,747	643,857	67,486	12,877	576,371
Transit Radio Replacement ST20%	3/19/18	2.91%	2028	95,000	39,392	9,268	1,182	30,124
Transit Midtown Transfer ST20%	6/20/19	3.00%	2039	216,125	216,125	—	6,484	216,125
Transit Vehicle Replacement ST20%	6/2/21	2.00%	2041	780,609	691,275	34,032	13,826	657,243
Water System Improvements	3/19/18	2.91%	2031	1,155,930	684,546	87,700	20,536	596,846
Water Improv Refunding 2012E	6/2/21	2.00%	2032	369,768	271,303	32,473	5,426	238,830
Water System Improvements	6/20/19	3.00%	2033	1,323,107	871,017	97,333	19,920	773,684
Water System Improv Refunding 2014B	6/2/21	2.00%	2034	7,470,000	5,915,000	535,000	118,300	5,380,000
Water System Improvements	4/4/16	2.79%	2035	635,000	405,000	30,000	11,688	375,000
Total General Obligation Bonds				146,447,786	95,787,605	8,292,237	2,615,789	103,186,336
Less Annual Appropriation G.O.				—	(15,902,592)	—	—	(14,675,138)
Total G.O. Bonds Subject to Debt Limit				146,447,786	79,885,013	8,292,237	2,615,789	88,511,198

Tax Increment

Port of Dubuque Parking Ramp	10-16-07	7.5000%	2037	23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment Bonds				23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment				23,025,000	16,350,000	785,000	1,226,250	15,565,000

TIF bond issue for the Port of Dubuque Parking Ramp backed by Greater Downtown TIF & a minimum assessment agreement

Tax Increment**Economic Development TIF Rebate Agreements**

Medline (DICW)	11/19/07	Rebate	2031	1,600,279	416,629	416,629	—	416,629
Simmons Pet Food (DICW)	12/9/20	Rebate	2030	397,918	436,111	436,111	—	436,111
Hodge (DICW)	4/6/20	Rebate	2035	257,073	543,368	543,368	—	543,368
Green Industrial Supply (DICW)	8/15/11	Rebate	2023	105,391	105,391	105,391	—	105,391
Tri-State Quality Metals (DICW) NA	3/17/14	Rebate	2026	32,510	59,436	73,975	—	73,975
Roasting Solutions (DICW) NA	1/14/16	Rebate	2028	33,666	64,577	68,924	—	68,924
Rite Hite(DICW) Non-Appropriation	1/14/17	Rebate	2030	24,190	114,749	143,654	—	143,654
Hormel Foods (DICW)	4/21/08	Rebate	2026	8,250,067	543,830	271,915	—	271,915
Linseed Oil (GDTIF) Multi-Res	3/7/13	Rebate	2030	576,504	103,644	17,274	—	86,370
Rousselot (GDTIF) (Non-Appropriation)	1/22/13	Rebate	2025	4,931	21,484	21,484	—	—
METX - Lamar Building (GDTIF) NA	5/13/20	Rebate	2031	75,660	182,914	182,914	—	182,914
Marquette Hall (Non-Appropriation)	5/20/19	Rebate	2031	9,170	4,863	4,863	—	4,863
3 Amigos (Non-Appropriation)	4/15/19	Rebate	2031	2,516	7,055	7,055	—	7,055
210 Jones (Non-Appropriation)	6/19/17	Rebate	2031	10,348	21,295	21,295	—	21,295
Prairie Farms Dairy (Non-Appropriation)	3/18/19	Rebate	2031	5,626	9,586	9,586	—	9,586
Julien Hotel (GDTIF)	4/21/08	Rebate	2026	3,260,286	533,958	266,979	—	266,979
44 Main (GDTIF) Multi-Res	10/18/10	Rebate	2027	446,799	245,856	81,952	—	163,904
Barker Financial (GDTIF) Multi-Res	8/16/10	Rebate	2027	297,282	41,460	13,820	—	27,640
253 Main St. (GDTIF) (Non-Appropriation)	4/6/15	Rebate	2027	5,798	2,601	3,094	—	3,094
Spahn and Rose (GDTIF) NA	4/21/14	Rebate	2027	108,221	124,882	124,882	—	124,882
Franklin Investment -Multires (GDTIF)	4/4/11	Rebate	2028	437,225	85,120	21,280	—	63,840
Plastic Center Betty Jane Block (GDTIF)	2/7/11	Rebate	2028	148,957	26,884	6,721	—	20,163
Caradco (GDTIF) Multi-Res	3/21/11	Rebate	2028	1,499,442	537,072	134,268	—	402,804
Bonson 356 Main St. (GDTIF) Multi-Res	12/19/11	Rebate	2028	152,286	39,332	9,833	—	29,499

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Roshek Building (GDTIF) NA	2/17/09	Rebate	2030	5,149,852	280,309	280,309	—	515,175
Novelty Iron Works (GDTIF) (Non-Approp)	6/17/13	Rebate	2031	33,105	204,402	204,402	—	204,402
Gardens of Dubuque (RADFORD)	9/28/20	Rebate	2038	1,391,310	1,298,556	92,754	—	1,205,802
Rockfarm Holdings (TECH) NA	10/7/14	Rebate	2027	42,301	49,426	49,426	—	49,426
Total TIF Rebates				24,358,713	6,104,790	3,614,158	—	5,449,660
Bowling & Beyond Lease Buyout	10-15-12	Buyout	2032	1,000,000	400,000	50,000	—	350,000
Iowa Finance Authority Loan - Caradco	12-01-10	3.0000%	2030	4,500,000	2,540,485	226,314	74,530	2,314,171
Total Other Lns-Rev Backed				5,500,000	2,940,485	276,314	74,530	2,664,171
Total City Indebtedness Subject to Debt Limit				199,331,499	105,280,288	12,967,709	3,916,569	112,190,029
Revenue Bonds								
Sanitary Northfork Catfish Imp SRF	1/13/10	3.25%	2031	912,000	337,000	52,000	10,953	285,000
Sanitary W&RRC Upgrade SRF	8/18/10	3.25%	2039	74,285,000	47,502,000	2,747,000	950,039	44,755,000
Sanitary WRRRC Cogeneration SRF	5/17/13	2.00%	2033	3,048,000	1,522,000	156,000	30,440	1,366,000
Sanitary Kerper Boulevard & Sponsor SRF	3/8/19	1.00%	2038	2,763,000	1,906,537	129,000	19,114	1,777,537
Sanitary Projects Planning - FY21 SRF	Various	2.00%	2043	1,770,000	1,732,668	75,788	34,276	1,656,880
Sanitary Granger Creek & Force Main Plan	1/7/2022	—%	2044	465,000	455,192	19,910	9,005	435,282
Sanitary 42" Force Main WQFP Loan	3/3/2023	1.00%	2043	1,950,000	1,862,000	89,000	18,620	1,773,000
Sanitary Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	11,290,109	11,290,109	456,443	274,920	10,833,666
Sanitary Projects- FY24	Future	2.68%	2044	4,228,710	4,228,710	170,961	102,971	4,057,749
Sanitary Projects- FY25	Future	2.68%	2045	17,683,900	—	—	—	17,683,900
Stormwater Lower Bee Branch Rest SRF	10/27/10	3.25%	2041	7,850,000	5,337,000	240,000	173,452	5,097,000
Stormwater Lower Bee Branch SRF	9/1/14	2.00%	2034	1,029,000	168,000	17,000	3,360	151,000
Stormwater Northfork Catfish Improv. SRF	1/13/10	3.25%	2031	800,000	295,000	45,000	9,588	250,000
Stormwater Sales Tax Increment Rev NA	6/15/15	3.72%	2031	20,800,000	16,725,000	2,150,000	618,968	14,575,000
Stormwater Sales Tax Revenue - GO	5/19/2014	3.23%	2029	7,190,000	6,000,000	1,125,000	275,500	4,875,000
Stormwater Upper Bee Branch RR SRF	6/7/19	2.00%	2040	16,382,000	13,603,000	730,000	272,060	12,873,000
Stormwater West 32nd Detention SRF	1/14/09	3.25%	2028	1,847,000	466,000	111,000	15,145	355,000
Water Webber Extension - FY22	1/7/22	—%	2044	1,570,000	1,536,886	67,224	30,403	1,469,662
Water Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	1,633,646	1,633,646	66,046	39,780	1,567,600
Water Projects- FY24	Future	2.68%	2044	4,140,315	4,140,315	167,387	100,819	3,972,928
Water Projects- FY25	Future	2.68%	2045	4,686,377	—	—	—	4,686,377
Water Roosevelt Water Tower SRF	8/9/19	2.00%	2040	4,400,000	3,654,000	196,000	73,080	3,458,000
Water CIWA Purchase & Improvements	7/7/17	2.00%	2036	8,613,761	6,063,761	521,000	152,960	5,542,761
Water- Clear Well Reservoirs SRF	10/18/07	3.25%	2028	915,000	232,000	55,000	4,640	177,000
Water Meter Change Out Program SRF	2/12/10	3.25%	2031	6,394,000	2,692,000	349,000	87,587	2,343,000
Water System Improv & Ext. Refunding	8/18/21	2.00%	2030	3,505,000	2,435,000	380,000	48,700	2,055,000
Total Revenue Bonds				210,151,818	135,817,824	10,115,759	3,356,380	148,072,342
Less Annual Appropriation Revenue Bds				—	(13,956,032)	—	—	(11,803,968)
Net Revenue Bonds				210,151,818	121,861,792	10,115,759	3,356,380	136,268,374
Total City Indebtedness				409,483,317	257,000,704	23,083,468	7,272,949	274,937,509
Statutory Debt Limit					262,722,395			\$321,926,12
% of Debt Limit Used					40.07 %			34.85 %
Remaining Debt Capacity					157,442,107			209,736,091.4

ATTACHMENT D

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

(2025.4) Updated July 28, 2025

LEGAL DESCRIPTION:

Subarea A of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center Eighth Addition; and
- All of Lot 1 Dubuque Industrial Center 13th Addition; and
- Lot 2 Dubuque Industrial Center 13th Addition; and
- Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center 11th Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1-3 Dubuque Industrial Center 12th Addition; and
- Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 10th Addition; and
- Lot 2-3 Dubuque Industrial Center 12th Addition; and
- Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 12th Addition; and
- Lot 2 Dubuque Industrial Center Ninth Addition; and
- Lot 2 Dubuque Industrial Center 12th Addition; and
- Lot 2-2 Dubuque Industrial Center Sixth Addition; and
- Lot 3 Dubuque Industrial Center Ninth Addition; and
- Lot 1 Dubuque Industrial Center Sixth Addition; and
- Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
- Lot 2-1 Walter Addition; and
- Lot 2-1 Walter Addition; and
- And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea B of the District consists of the real property legally described as follows:

- Lots 1, 3, 4, 1 of 5, 6 and H of Dubuque Industrial Center West as originally platted; and
- Lots 1, 2, 3, 4, 5, 6, , and C of Dubuque Industrial Center West 2nd Addition as originally platted; and
- Lots 1, 2, 3, 4, B, and C of Dubuque Industrial Center West 4th Addition as originally platted; and
- Lots 1 of 1, 1 of 2, 2 of 2, 1 of 3, 2 of 3, A, C, and D of Dubuque Industrial Center West 5th Addition as originally platted; and
- Lot 1 and Lot A of Dubuque Industrial Center West 6th Addition as originally platted; and
- Lots 1, 1 of 2, and 2 of 2 of Dubuque Industrial Center West 7th Addition as originally platted; and
- Lot 2 of 1 of the Southwest Quarter of the Southwest Quarter and Lot 2 of 1 of the Southeast Quarter of the Southwest Quarter all in Section 30, Township 89 North, Range 2 East, 5th Principal Meridian as originally platted; and
- and all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the SE 1/4 of Section 30, the SE 1/4 of the SW 1/4 of Section 30, the NW 1/4 of Section 31, and the NE 1/4 of Section 31 all in T89N, R2E, of the 5th P.M. Dubuque County, Iowa, the centerline of which is more particularly described as follows:
beginning at a point of intersection with the easterly line of the SE 1/4 of Section 30, T89N, R2E, of the 5th P.M., thence southwesterly along the centerline of said railroad 2,700 feet, more or less a point of intersection with the westerly line of the SE 1/4 of said Section 30; thence southwesterly continuing along said centerline 845 feet, more or less, to a point where the railroad right-of-way widens to 200 feet, said point being the terminus of this description; and
- all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the Balance of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter in Section 29, Township 89 North, Range 2 East, 5th Principal Meridian; and
- any adjoining public street right-of-way all in the City of Dubuque, Dubuque County, Iowa.
- Excepting therefrom Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea C of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Second Addition; and
- Lots 2 of Dubuque Industrial Center North First Addition; and
- Lot 3 of Dubuque Industrial Center North First Addition, excepting the following part of said Lot 3:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.; and
- C of Dubuque Industrial Center North First Addition, excepting the following part of said Lot C: Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa; Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning; Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet; Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet; Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa; Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet; Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet; Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet; Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet; Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet; Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet; Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet; Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet; Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet; Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet; Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet; Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- Lot A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and
- Any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea D of the District consists of the real property legally described as follows:

- Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

Subarea E of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
- All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

Subarea F of the District consists of the real property legally described as follows:

- Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
- Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North , Range 1 East of the 5th Principal Meridian, in Center Township , Dubuque County , Iowa;
- Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
- The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

Subarea G of the District consists of the real property legally described as follows:

- The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

- Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- All in the City of Dubuque, Dubuque County, Iowa.

Subarea H of the District consists of the real property legally described as follows:

- Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of Lot 1 of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Subarea I of the District consists of the real property legally described as follows:

- Lot 2 Seippel Road Place #2, Dubuque County, Iowa.
- Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

Subarea J of the District consists of the real property legally described as follows:

- Lot 2 Julien Care Place, Dubuque County, Iowa.
- Lot 3 Julien Care Place, Dubuque County, Iowa
- Lot 2-1 Julien Care Place, Dubuque County, Iowa

Subarea K of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

Subarea L of the District shall include the following described properties:

- Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M.

Subarea M of the District shall include the following described properties:

- Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M.

Subarea N of the District shall include the following described properties:

- Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
- All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

Subarea O of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and
- A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:
 - Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;
 - Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;
 - Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;
 - Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;
 - Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;
 - Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;
 - Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;
 - Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;
 - Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;

- Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;
- Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;
- Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;
- Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;
- Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;
- Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;
- Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;
- Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- All in the City of Dubuque, Iowa

Subarea P of the District shall include the following described properties:

- Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and
- The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and

described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and
- A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:
 - Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of u.s. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet; thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east

on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of u.s. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

- An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:
- Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the **Point of Beginning**; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet;

thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the **End Point**, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

Subarea Q of the District shall include the following described properties:

- Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa
- All in the City of Dubuque, Iowa

Subarea R of the District shall include the following described properties:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 170.00 feet; thence N00°35'44"W, 32.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E,

255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.

Subarea S of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

Subarea T of the District shall include the following described properties:

- The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

Subarea U of the District consists of the real property legally described as follows:

- All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
- All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

Subarea V of the District consists of the real property legally described as follows:

- All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

Subarea W of the District consists of the real property legally described as follows:

- Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea X of the District consists of the real property legally described as follows:

- Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque Iowa, according to the recorded plat thereof

All in the City of Dubuque, Iowa.

MINUTES

CONSULTATION WITH AFFECTED TAXING BODIES for the Amended and Restated URBAN RENEWAL PLAN 2025.4 for the Dubuque Industrial Center West Urban Renewal Area:

Thursday, August 14, 2025 at 2:00p.m.

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 293 378 208 145 3

Passcode: Qu7dU3vi

Meeting Commenced: 2:00 p.m.

Present: No representatives from the taxing bodies were in attendance.

Meeting Adjourned: 2:15 p.m.

A handwritten signature in black ink, appearing to read "Jill M. Connors", followed by a period. The signature is stylized with a large loop at the beginning and a long, sweeping underline.

Jill M. Connors

Economic Development Director, City of Dubuque

Prepared by Ian C. Hatch, Economic Development, 1300 Main St., Dubuque, IA 52001, (563) 589-4393
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4121

RESOLUTION NO. ____-25

APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.4, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT.

Whereas, by Resolution 263-25 adopted on August 4, 2025, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan" or "Plan") for the Dubuque Industrial Center Economic Development District (the "District"); and

Whereas, the Amended and Restated Urban Renewal Plan for the District, Version 2025.4, is on file in the City Clerk's Office; and

Whereas, the City Council's primary objective for the Amended and Restated Urban Renewal Plan for the District is to expand the District by adding certain property to be designated as a new Subarea X as shown in the Amended and Restated Urban Renewal Plan, Version 2025.4, to provide opportunities which will further economic development purposes and objectives as described in the Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa and no written objections or recommended changes to the Plan have been received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the Amended and Restated Urban Renewal Plan after public notice thereof.

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

Section 1. That the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, Version 2025.4, is hereby approved.

Section 2. That a feasible method exists for the location of any families who will be

displaced from the District, as amended, into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; and that the Amended and Restated Plan conforms to the general plan of the City as a whole. With respect to any real property in the District acquired by the City in connection with the land and projects included in the Plan, non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the District, as amended, continues to be an area for economic development (commercial and industrial) within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Iowa Code Chapter 403; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Amended and Restated Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan.

Section 5. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

PASSED, APPROVED and ADOPTED this 2nd day of September, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Public Hearing Vacating a portion of a Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa - Emily and Scott McGuire Property at 1195 Arrowhead Drive

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the resolution vacating all interest in the public utility easement located over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa as requested by Emily and Scott McGuire to accommodate a proposed residential building addition, and City Manager recommending approval.

RESOLUTION Disposing Of Property By Vacating City Interest In A Portion Of A Public Utility Easement Over And Across Part Of Lot 2, Block 4, Of Indian Hills, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. 1 staff memo ph vacate pue mcguire 08192025
3. 2 resolution vacate public hearing pue mcguire 08192025
4. 3 mcguire easement vacate exhibit
5. 4 mcguire easement vacate utility consent forms

TO: The Honorable Mayor and City Council Members

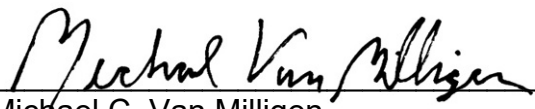
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive

DATE: August 26, 2025

City Engineer Gus Psihoyos is recommending City Council adopt the resolution vacating all interest in the public utility easement located over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa as requested by Emily and Scott McGuire to accommodate a proposed residential building addition.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: August 19, 2025

SUBJECT: Public Hearing Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive

INTRODUCTION

This is in response to a request from Emily and Scott McGuire requesting the vacating of a public utility easement across a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, common address 1195 Arrowhead Drive, in the City of Dubuque, Iowa.

BACKGROUND

The McGuire's are planning a building addition to their home at 1195 Arrowhead Drive. Currently there are existing public utilities, including Alliant, Mediacom, Lumen, and ImOn, in the area of the proposed building addition. In order to accommodate the proposed addition, the utility companies have agreed to relocate their lines around the southerly end of the proposed building addition. This relocation requires the McGuire's to grant a new public utility easement over the new utility line alignment. Last month, the McGuire's executed the new easement and it has been recorded with the Dubuque County Recorder's Office.

DISCUSSION

The next step in the process is to vacate a portion of the existing easement which is in conflict with the proposed building addition. All affected public utility easement owners have consented to the request for the vacation of the easement. Therefore, staff is recommending vacation of a portion of the public utility easement across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, as shown on the attached Exhibit A.

RECOMMENDATION

I recommend that the City vacate all interest in the public utility easement indicated on the attached Exhibit A over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution vacating all interest in the public utility easement located over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa.

Prepared by Nate Kieffer, PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. _____-25

DISPOSING OF PROPERTY BY VACATING CITY INTEREST IN A PORTION OF A PUBLIC UTILITY EASEMENT OVER AND ACROSS PART OF LOT 2, BLOCK 4, OF INDIAN HILLS, IN THE CITY OF DUBUQUE, IOWA

Whereas, the City Council, by Resolution No. 271-25, dated the 18th day of August 2025, declared its intent to dispose of City interest in a public utility easement on real property, legally described as:

Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, according to the recorded plat thereof (the Property); and

Whereas, in 1956 a public utility easement was platted over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa according to the Plat of Block 1, Block 2, Block 3, and Block 4 in Indian Hills in the City of Dubuque, Iowa recorded in Plat Book 23, Page 310, in the office of the Dubuque County Recorder; and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on the 2nd day of September, 2025 at 6:00 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that City interest in the public utility easement on the Property as shown on the attached Exhibit A should be vacated and doing so 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. The City hereby vacates all interest in the public utility easement located at the Property as shown on the attached Exhibit A.

Section 2. The City Clerk is hereby authorized to and directed to record this resolution, exhibit, and utility company consent/release documents with the Dubuque County Recorder.

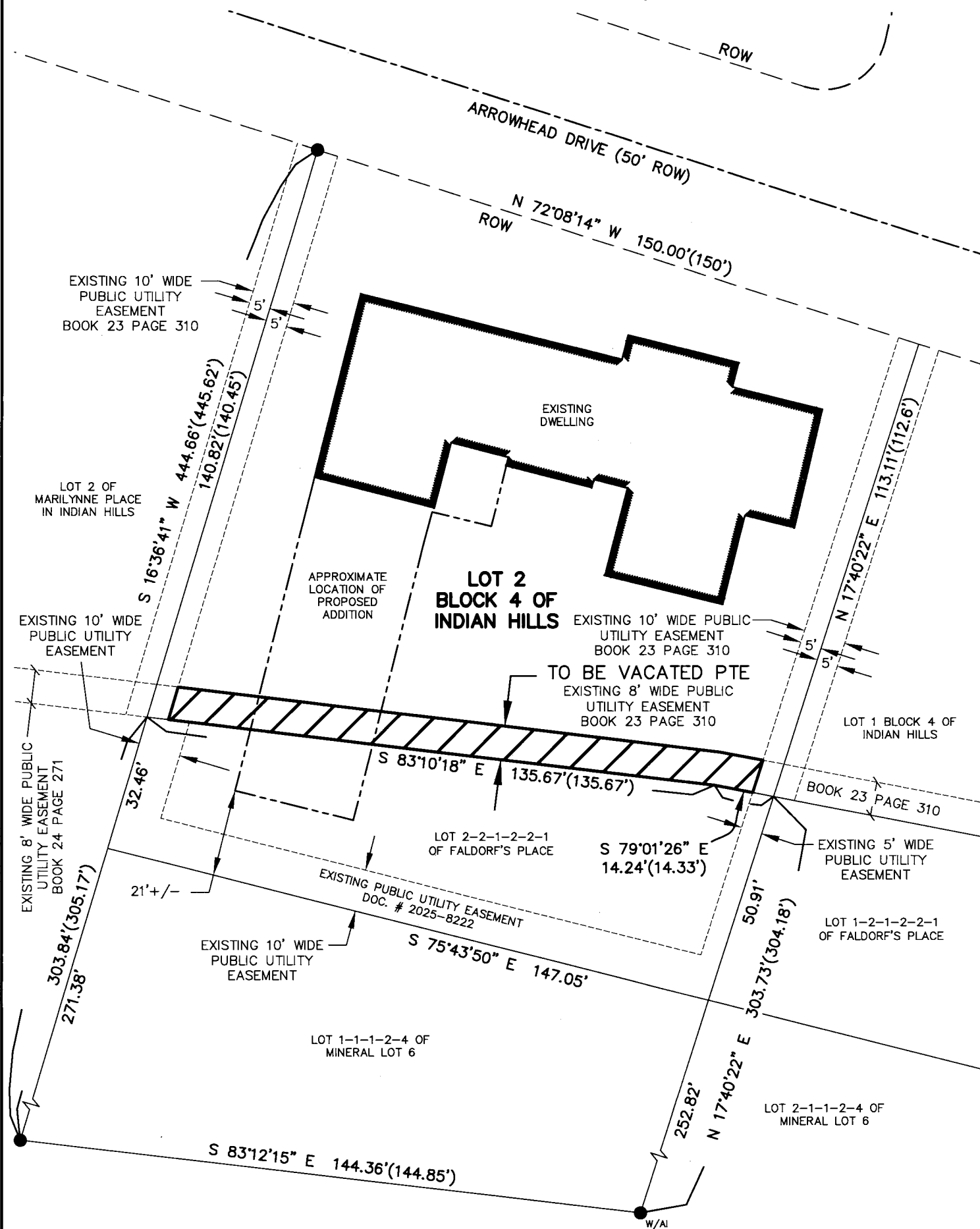
Passed, approved, and adopted this _____ day of _____
_____, 2025.

Brad M. Cavanagh, Mayor

Attest:

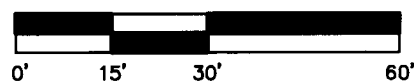
Adrienne N. Breitfelder, City Clerk

EXHIBIT "A"
VACATION OF 8' WIDE PUBLIC UTILITY EASEMENT
ACROSS LOT 2 BLOCK 4 OF INDIAN HILLS,
IN THE CITY OF DUBUQUE, IOWA



LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- PROPERTY LINE
- RIGHT OF WAY (ROW) LINE
- CENTERLINE
- EXISTING BUILDING FOOTPRINT
- PROPOSED ADDITION
- EXISTING EASEMENT LINE
- () PER THIS EXHIBIT
- W/AI RECORD DIMENSION WITH ANGLE IRON



SCALE: 1" = 30'

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
3. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.
4. OWNER & PROPRIETOR OF LOT 2 BLOCK 4 OF INDIAN HILLS:
SCOTT T. MCGUIRE, AS TRUSTEE OF THE SCOTT T. MCGUIRE TRUST AGREEMENT DATED OCTOBER 21, 2015 AND EMILY MAY MCGUIRE, AS TRUSTEE OF THE EMILY MAY MCGUIRE TRUST AGREEMENT DATED OCTOBER 21, 2015, AS TENANTS IN COMMON.

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS

1212 LOCUST ST. DUBUQUE, IA
(563) 556-4389

DRAWN BY: JCH CHECKED BY: TLK
SURVEY DATE: 6/3/2025 PLOT DATE: 8/7/2025
DWG. NO. 25156-01 SCALE: 1" = 30'

SHEET 1 OF 1



Alliant Energy
200 First Street SE
P.O. Box 351
Cedar Rapids, IA 52406-0351

1-800-ALLIANT (800-255-4268)
alliantenergy.com

July 9, 2025

RE: All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

To Whom it May Concern:

We have reviewed your request to vacate the utility easement as show on the attached Exhibit "A". We have determined we have no objection to vacating the easement.

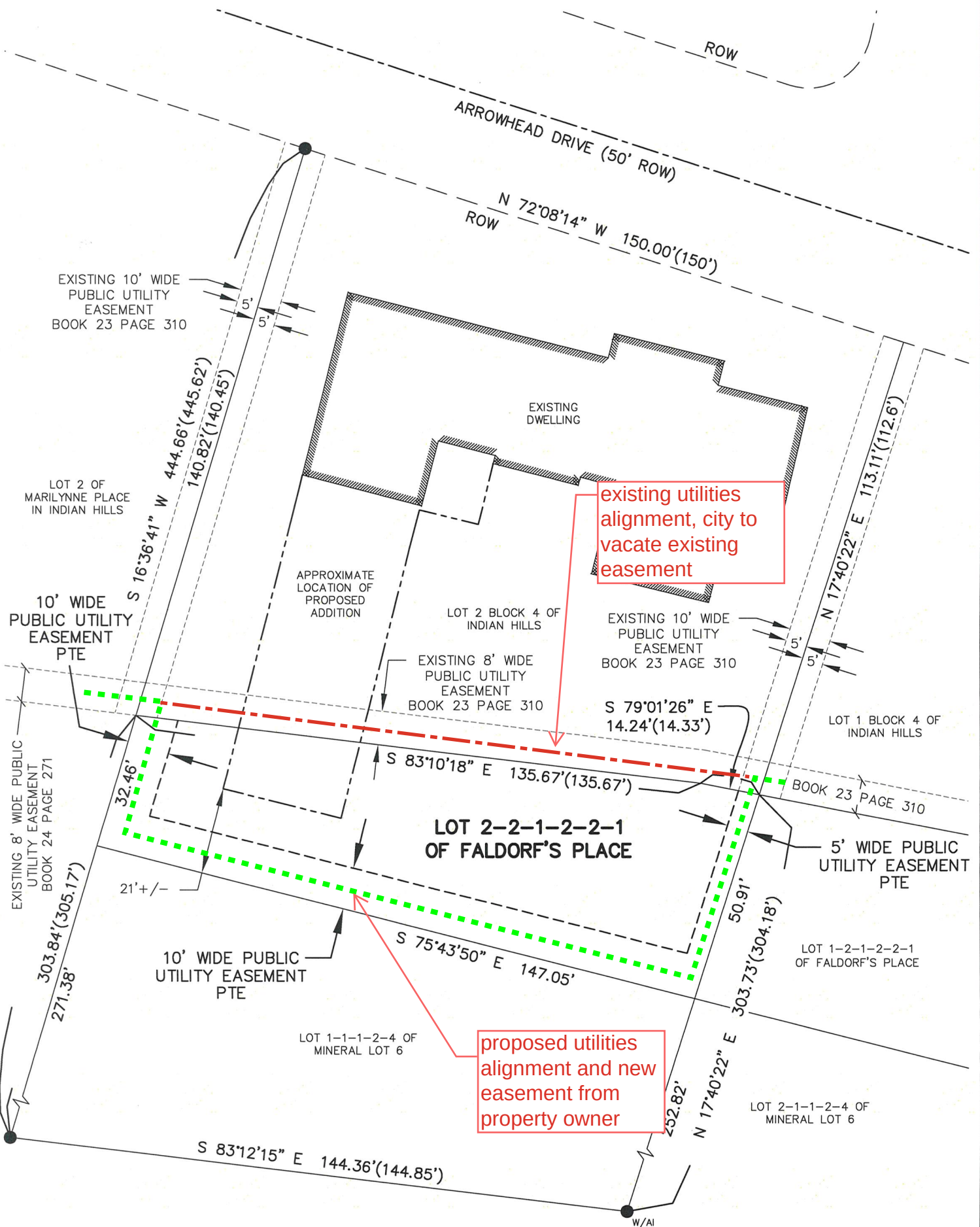
Feel free to contact me with any questions or concerns at 319-786-4514.

Sincerely,

A handwritten signature in blue ink that reads "Heather Dee". The signature is written in a cursive, flowing style.

Heather Dee
Manager Real Estate and Right of Way
heatherdee@alliantenergy.com

LOT 2-2-1-2-2-1 OF FALDORF'S PLACE,
IN THE CITY OF DUBUQUE, IOWA



proposed utilities
alignment and new
easement from
property owner

SCALE: 1" = 30'

SHEET 1 OF 1

Prepared by: Nate Kleffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kleffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RELEASE OF EASEMENT

ImOn Communications, LLC, an Iowa Corporation, does hereby release, discharge and abandon all of its right, title and interest in and to:

All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

This Release of Easement does not release or modify any other easements set forth on said Plat.

This Release of Easement is made for the benefit of all current owners of the above-described property, including their heirs, successors and assigns.

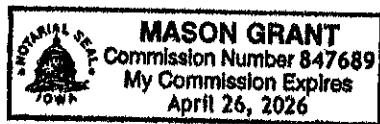
Signed this 17th day of July, 2025

ImOn Communications, LLC

By: [Signature] Network manager
Name, position

State of Iowa)
) ss:
County of Dubuque)

This instrument was acknowledged before me on the 17th day of July, 2025, by Mason Grant, as Contract Manager of said ImOn Communications, LLC.



(Notary Seal)

[Signature]
Notary Public in and for the State of Iowa

My Commission Expires April 26, 2026

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RELEASE OF EASEMENT

Qwest Corporation c/o Lumen Technologies, a Colorado Corporation, does hereby release, discharge and abandon all of its right, title and interest in and to:

All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

This Release of Easement does not release or modify any other easements set forth on said Plat.

This Release of Easement is made for the benefit of all current owners of the above-described property, including their heirs, successors and assigns.

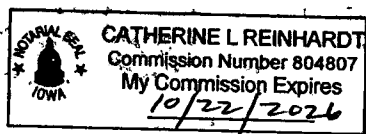
Signed this 17 day of July, 2025

QWEST CORPORATION C/O LUMEN TECHNOLOGIES

By: Brent Steven Giese
Name, position

State of Iowa)
County of Dubuque) ss:

This instrument was acknowledged before me on the 17th day of July, 2025, by Brent Steven Giese, as Network Employment said Engineer Qwest Corporation c/o Lumen Technologies.



(Notary Seal)

Catherine Reinhardt
Notary Public in and for the State of Iowa

My Commission Expires 10/22/2026

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RELEASE OF EASEMENT

Mediacom, Inc., an Iowa Corporation, does hereby release, discharge and abandon all of its right, title and interest in and to:

All of the platted 8' wide public utility easement as dedicated and shown along the south line of Lot 2 of Block 4 in Indian Hills, in the City of Dubuque, Iowa, as recorded on December 28, 1964, in Plat Book 30, pages 193 and 194, in the office of the Dubuque County, Iowa recorder as shown on "Exhibit "A" attached hereto.

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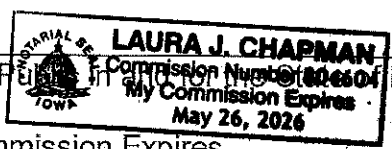
Signed this 2 day of July, 2025

MEDIACOM., INC.

By: Don Pasche Don Pasche
Name, position Sr. Director of Engineering

State of Iowa)
County of Dubuque) ss:

This instrument was acknowledged before me on the 2 day of July, 2025, by Laura J. Chapman, as AA of said Mediacom., Inc.

Notary Public in and for the State of Iowa
 My Commission Expires 5/26/26

(Notary Seal)

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE: Rustic Point Park Development Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the construction plans and specifications, estimated cost of \$258,278.50 for the Rustic Point Park Development Project and adopt the attached resolution, and City Manager recommending approval.
RESOLUTION Rustic Point Park Development Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing- Rustic Point Park Development Project

DATE: August 27, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council approve the construction plans and specifications, estimated cost of \$258,278.50 for the Rustic Point Park Development Project, and adopt the attached resolution.

Lot K in the Rustic Point subdivision was donated by the developer to be developed into a park. The lot is owned by the city of Dubuque. The development agreement between the city and Derby Grange LLC outlined that when fifty percent of the residential homes within the Development are completed the park will be constructed.

In December 2024, a contract amendment was approved with WHKS & Co. for public engagement, topographic survey, and conceptual design services for Rustic Point Park. WHKS & Co. along with subcontractors Lovely City Consulting and Ritland+Kuiper were engaged, and the first step of the design process was community input. A similar planning process was used for the three mini parks (Eagle Valley, English Ridge, and Westbrook Parks) with the same consultant team. This included on-line surveys, mail postcards inviting people to participate in the survey and an in-person event at the park site. Opportunities for community-wide engagement were offered and promoted through media releases and social media postings. A summary of the engagement is attached to this action item.

The name of the park was approved by City Council on April 21, 2025. The concept park plan for Rustic Point Park was approved by City Council on June 2, 2025.

WHKS has prepared 100% plans and specifications for the park development. The plans and specifications have been reviewed and approved by the City's Development Review Team.

This subdivision is in a TIF and according to Chief Financial Officer Jenny Larson the city must "budget from general funds to reimburse from the Rustic TIF in order to certify the debt for the park." The funding approved by Council was G.O. Debt.

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
Stephen Fehsal, Interim Parks and Recreation Director
Jenny Larson, Chief Financial Officer
Marie Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Stephen J. Fehsal, Interim Parks and Recreation Director
DATE: August 26, 2025
RE: Public Hearing- Rustic Point Park Development Project

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Rustic Point Park Development Project.

BACKGROUND

Lot K in the Rustic Point subdivision was donated by the developer to be developed into a park. The lot is owned by the city of Dubuque. The development agreement between the city and Derby Grange LLC outlined that when fifty percent of the residential homes within the Development are completed the park will be constructed.

In December 2024, a contract amendment was approved with WHKS & Co. for public engagement, topographic survey, and conceptual design services for Rustic Point Park. WHKS & Co. along with subcontractors Lovely City Consulting and Ritland+Kuiper were engaged, and the first step of the design process was community input. A similar planning process was used for the three mini parks (Eagle Valley, English Ridge, and Westbrook Parks) with the same consultant team. This included on-line surveys, mail postcards inviting people to participate in the survey and an in-person event at the park site. Opportunities for community-wide engagement were offered and promoted through media releases and social media postings. A summary of the engagement is attached to this action item.

The name of the park was approved by City Council on April 21, 2025. The concept park plan for Rustic Point Park was approved by City Council on June 2, 2025.

DISCUSSION

WHKS has prepared 100% plans and specifications for the park development. The plans and specifications have been reviewed and approved by the City's Development Review Team.

PROJECT SCHEDULE

Initiate Public Bidding Process and	
Publish Notice to Bidders, Advertise for Bids	August 19, 2025
Notice of Public Hearing on Plans and Specs	August 20, 2025
Public Hearing on Plans and Specs	September 2, 2025
Receipt of Bid Proposals	September 9, 2025
Award Construction Contract	September 15, 2025
Project Completion Date	June 15, 2026

BUDGET IMPACT

This subdivision is in a TIF and according to Chief Financial Officer Jenny Larson the city must "budget from general funds to reimburse from the Rustic TIF in order to certify the debt for the park." The funding approved by Council was G.O. Debt (Sales Tax Fund 20%). This project will be bid as a lump sum.

The estimate of probable cost prepared by WHKS for the project is as follows:

Construction Estimate	\$258,278.50
-----------------------	--------------

The total current project budget available for construction costs is as follows:

Project Number 3043000076	\$255,840.00
Rustic Point Park Development	
Project Number 3043000002	\$ 2,438.50
Tree Program	

RECOMMENDATION

I respectfully request Mayor and City Council conduct the public hearing, approve the construction plans and specifications, estimated cost for the Rustic Point Park Development Project, and adopt the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Marie Ware, Acting Project and Facilities Manager

Attachment: Resolution

RESOLUTION NO. ____-25

RUSTIC POINT PARK DEVELOPMENT PROJECT

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST**

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

That the attached plans, specifications, form of contract and estimate of total cost
for the Rustic Point Park Development Project, in the estimated construction amount of
\$258,278.50, are hereby approved.

Passed, adopted and approved this the 2nd day of September 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Smart Parking & Mobility Management Plan Update
SUMMARY:	City Manager providing an update on the progress of the Smart Parking & Mobility Management Plan. Transportation Services staff will make a presentation.
SUGGESTED DISPOSITION:	Receive and File; Presentation

ATTACHMENTS:

1. MVM Memo
2. Memo-Smart Parking Update 9-2-2025
3. Updated Presentation_Uploaded 9.2.25
4. Amano and Ramp Updates 9-2-25

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Smart Parking & Mobility Management Plan Update
DATE: August 27, 2025

Director of Transportation Services Ryan Knuckey is providing an update on the progress of the Smart Parking & Mobility Management Plan.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Director of Transportation Services

TO: Michael C. Van Milligen, City Manager
FROM: Ryan Knuckey, Director of Transportation Services
DATE: August 20, 2025
RE: Smart Parking & Mobility Management Plan Update

INTRODUCTION

The purpose of this update is to advise the City Council on the progress of the Smart Parking & Mobility Management Plan.

DISCUSSION

City Council approved Transportation Services to enter into an agreement with Amano McGann to install Parking Access and Revenue Control System equipment (PARCS) into six of the seven city parking ramps. Installation has begun and future installation will be discussed.

RECOMMENDATION

A PowerPoint presentation will be given by Transportation Services. No formal action is required.



RIDE • PARK • WALK • ROLL

City of Dubuque Smart Parking Management Plan

September 2, 2025
City Council

Agenda

1. New Ramp Signage
2. Entrances and Exits
3. New Parking Management Software
4. Next Steps
5. Closing



01 | New Ramp Signage

Ramp Level Color Scheme



Ground Level
- Dynamic Blue



2nd Level
- Center Stage Green



3rd Level
- Knockout Orange



4th Level
- Passionate Purple



5th Level
- Goldfinch Yellow



6th Level
- Radish Red



7th Level
- Dignity Blue

Locust Street Ramp – Ground Level



Locust Street Ramp – 2nd Level



Locust Street Ramp – 3rd Level



New Ramp Signage at Intermodal Ramp



New Ramp Signage at Intermodal Ramp



02 | Entrances and Exits

Intermodal Ramp Washington Street Entrance and Exit



Intermodal Ramp Washington Street Entrance and Exit



Intermodal Ramp Washington Street Exit Terminal and LPR



Intermodal Ramp 9th Street Entrance and Exit



Intermodal Ramp 9th Street Entrance and Exit



Intermodal Ramp 9th Street Exit Terminal and LPR



Intermodal Ramp Elevator Lobby Pay on Foot Station



03 | New Parking Management Software

Alerts

0 Critical 0 High 0 Medium 0 Low ^

There are no alerts to display.

Archive Tickets		1	EDIT	DELETE	HISTORY
Device Reconnected	Device reconnected	1	EDIT	DELETE	HISTORY
Intermodal Help Button	A1 Call : Started	4	EDIT	DELETE	HISTORY
Intermodal Ramp	Receipt jam	3	EDIT	DELETE	HISTORY
Intermodal Ramp	Receipt paper low	3	EDIT	DELETE	HISTORY
Intermodal Ramp	BNR error	1	EDIT	DELETE	HISTORY
Intermodal Ramp	Device offline	3	EDIT	DELETE	HISTORY

Alarms and Alerts Report

Activity

Credential Type ▼ Activity Type ▼ Clear Filters

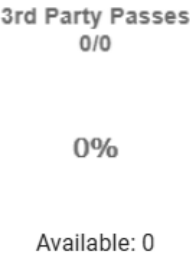
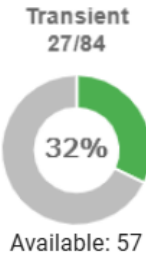
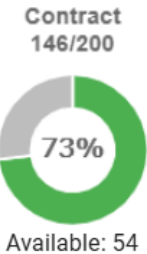
Credential Number	Type	Name	Device Name	Date/Time	Result/Status
ABC123	License Plate	JOHN	Intermodal 9th St. Exit	08/15/2025 12:55:38 pm	Exit
ABC124	License Plate	CORPORATION A	Intermodal 9th St. Entry	08/15/2025 12:53:10 pm	Enter
12345	Prox	JON	Intermodal Wash St. Exit	08/15/2025 12:53:06 pm	Exit
ABC125	License Plate	CORPORATION A	Intermodal Wash St. Exit	08/15/2025 12:50:02 pm	Exit
23456	Prox	CORPORATION B	Intermodal Wash St. Entry	08/15/2025 12:48:50 pm	Enter
.....	License			08/15/2025 12:47:44	

Occupancy

OVERVIEW

INTERMODAL RAMP

Total spaces:	284
Spaces occupied:	144
Spaces available:	140



Occupancy by Parker Type



Contract:	51.4%
Transient:	9.5%

Occupancy by Tracked Access Group



No Credentials for Access

Amano ONE Dashboard

Revenue

\$32.00

TODAY'S NET REVENUE INTERMODAL RAMP

\$32.00 Today | \$812.00 Last 7 Days

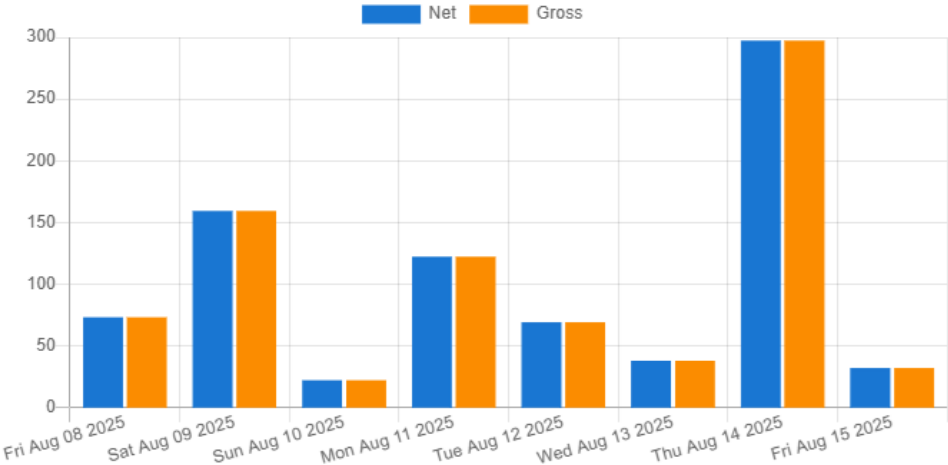
☒ Gross ☐ Net

Today's Tickets

●	Exited	5
●	Unpaid	1
●	Over 1 Day	17

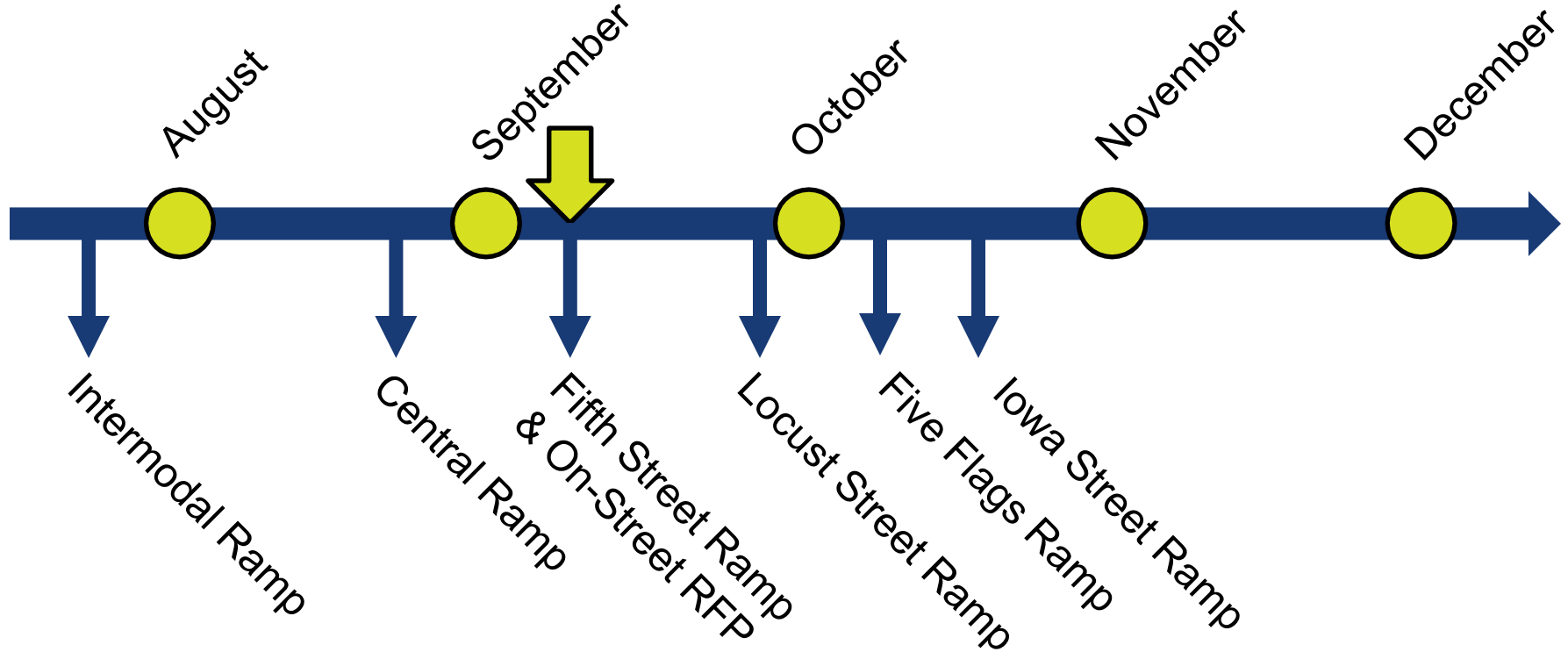


Daily Revenue



04 | Next Steps

Upcoming Ramp Estimated Schedule



05 | Closing

Next Steps in Parking Transformation

- On-Street Request for Proposal (RFP) to Improve the Following:
 - Updating our current on-street meters
 - LPR (License Plate Reader) System for Parking Enforcement Officer (PEO) Vehicles
 - Parking Lots
 - Entrance & Exit Access for Permit & Public Parkers





RIDE • PARK • WALK • ROLL

THANK YOU!

QUESTIONS?



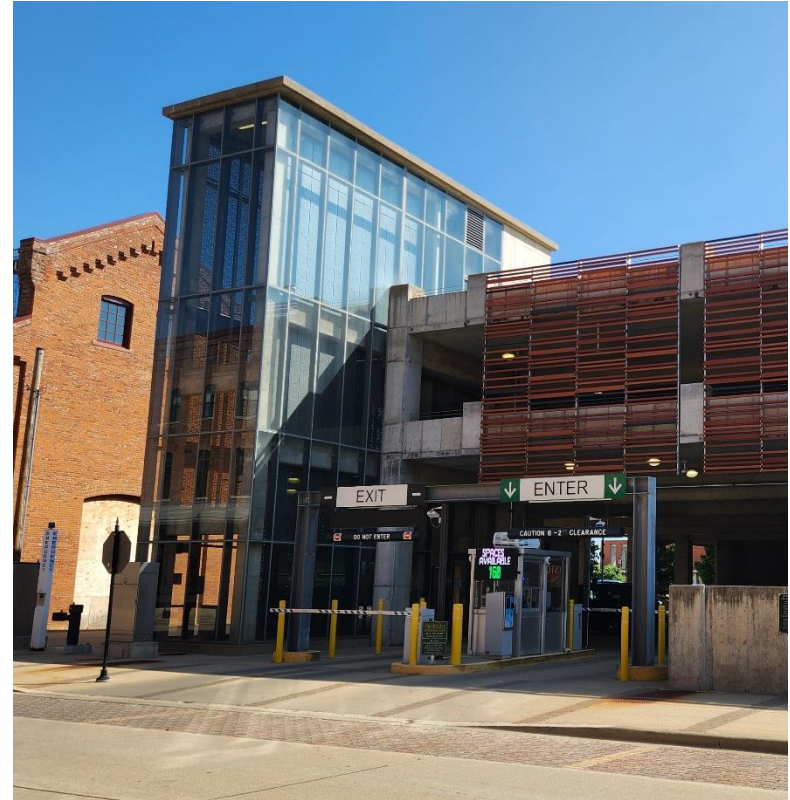
RIDE • PARK • WALK • ROLL

City of Dubuque Smart Parking Management Plan

September 3, 2025
City Council

Agenda

1. New Ramp Signage
2. Entrances and Exits
3. New Parking Management Software
4. Next Steps
5. Closing



01 | New Ramp Signage

Ramp Level Color Scheme



Ground Level
- Dynamic Blue



2nd Level
- Center Stage Green



3rd Level
- Knockout Orange



4th Level
- Passionate Purple



5th Level
- Goldfinch Yellow

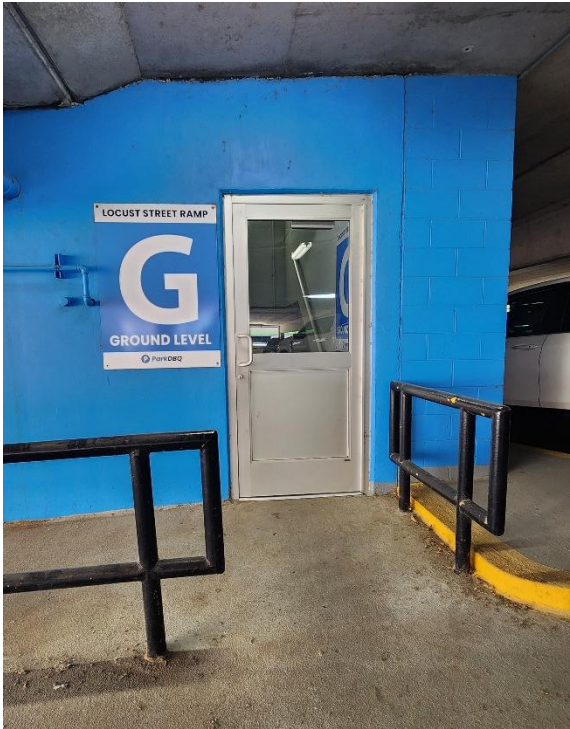


6th Level
- Radish Red

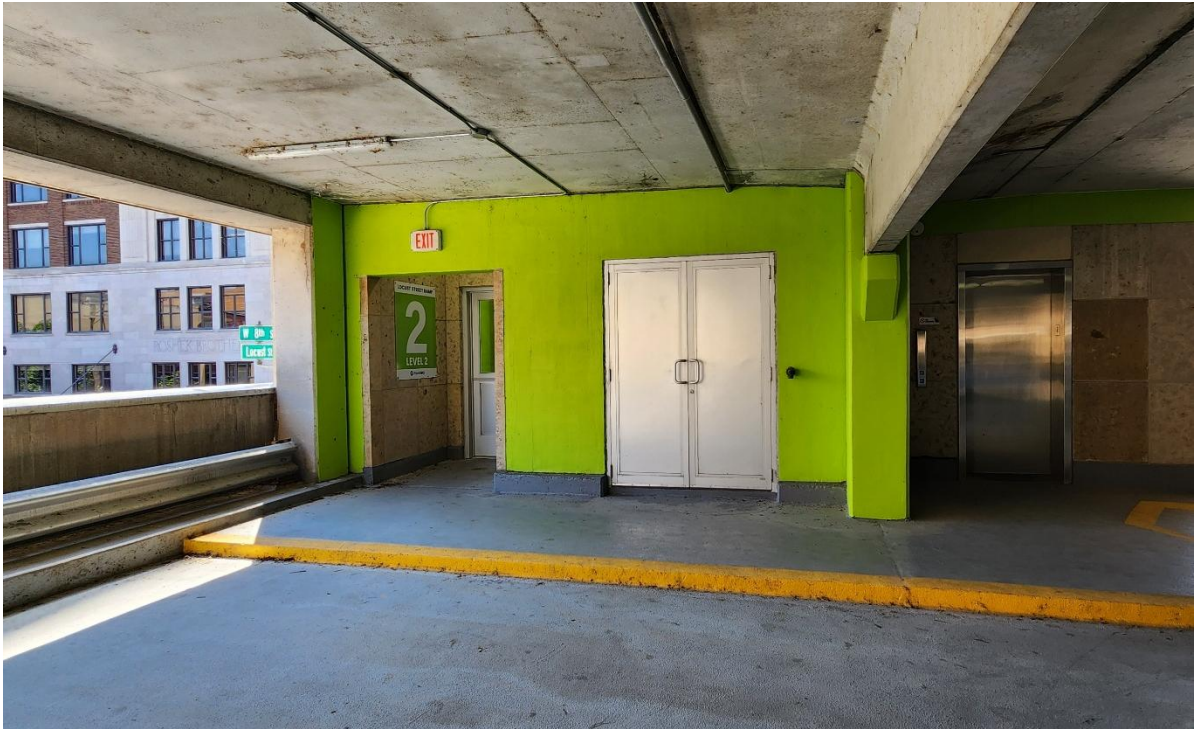


7th Level
- Dignity Blue

Locust Street Ramp – Ground Level



Locust Street Ramp – 2nd Level



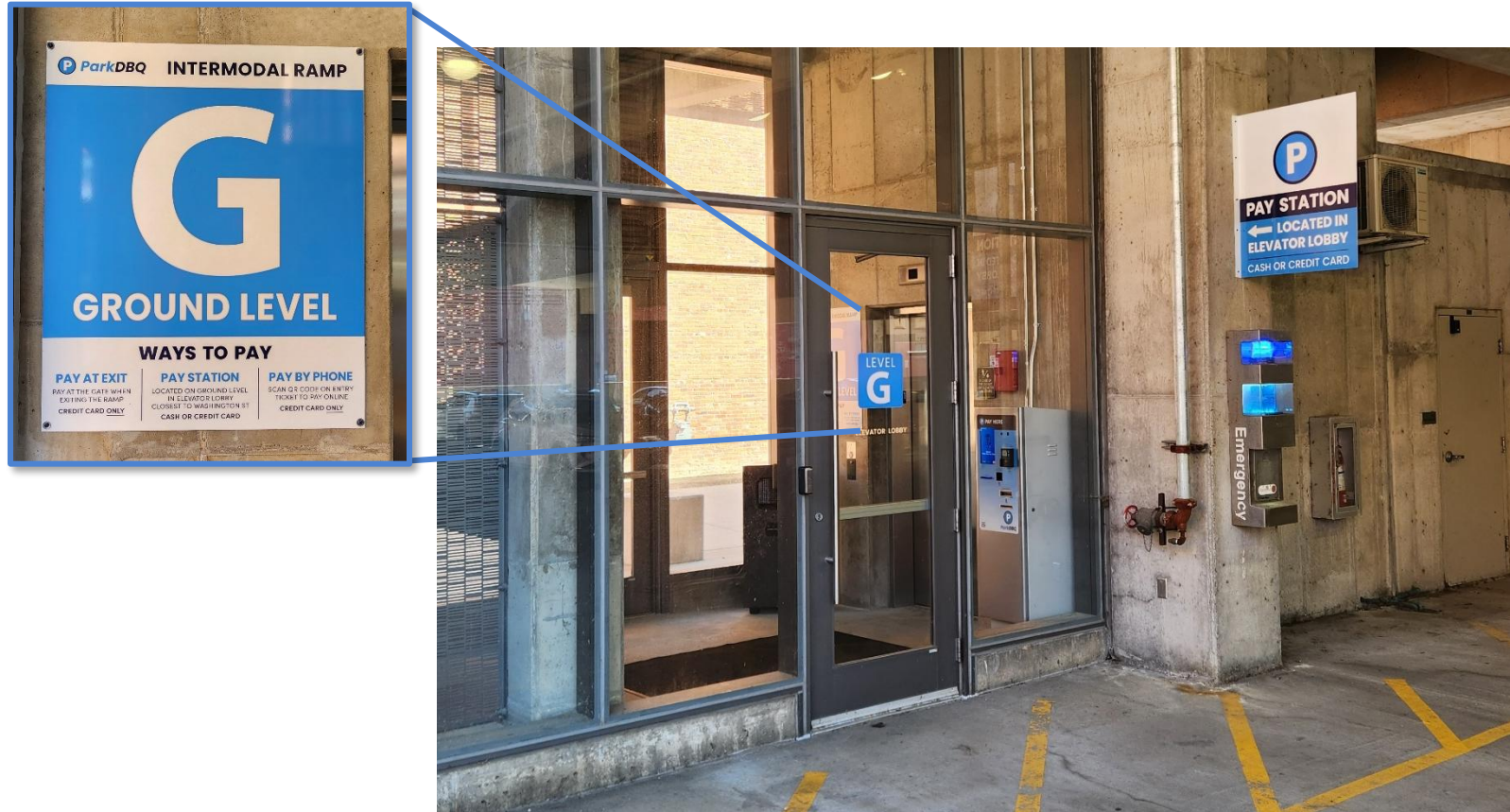
Locust Street Ramp – 3rd Level



New Ramp Signage at Intermodal Ramp

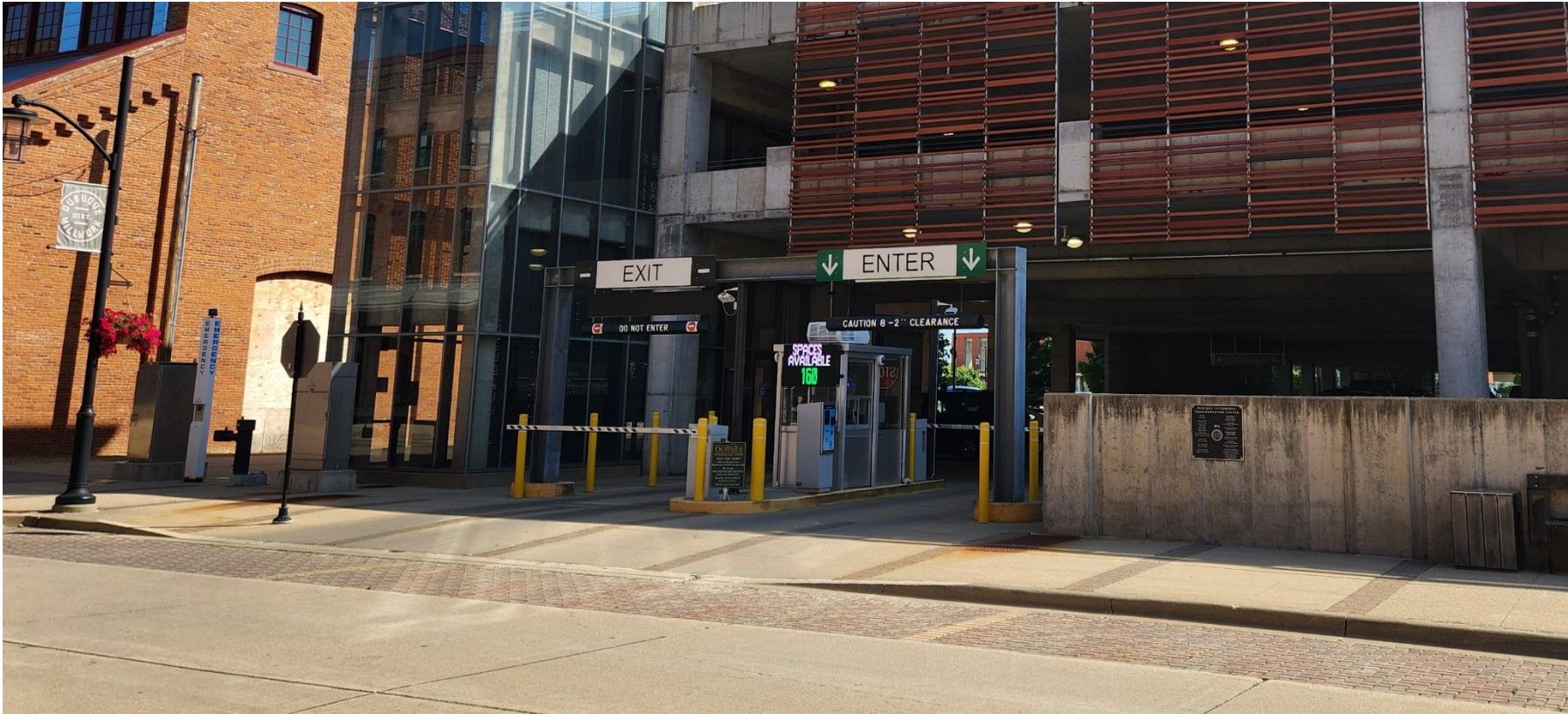


New Ramp Signage at Intermodal Ramp



02 | Entrances and Exits

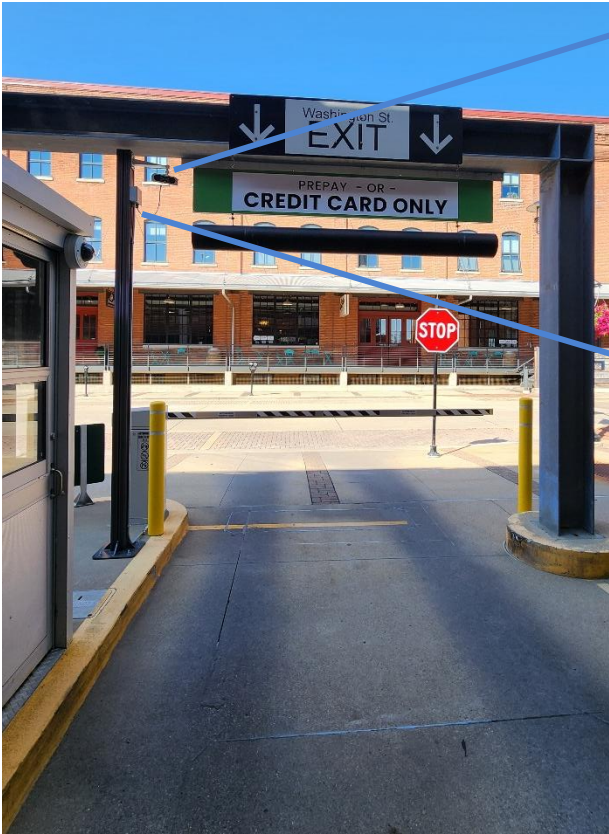
Intermodal Ramp Washington Street Entrance and Exit



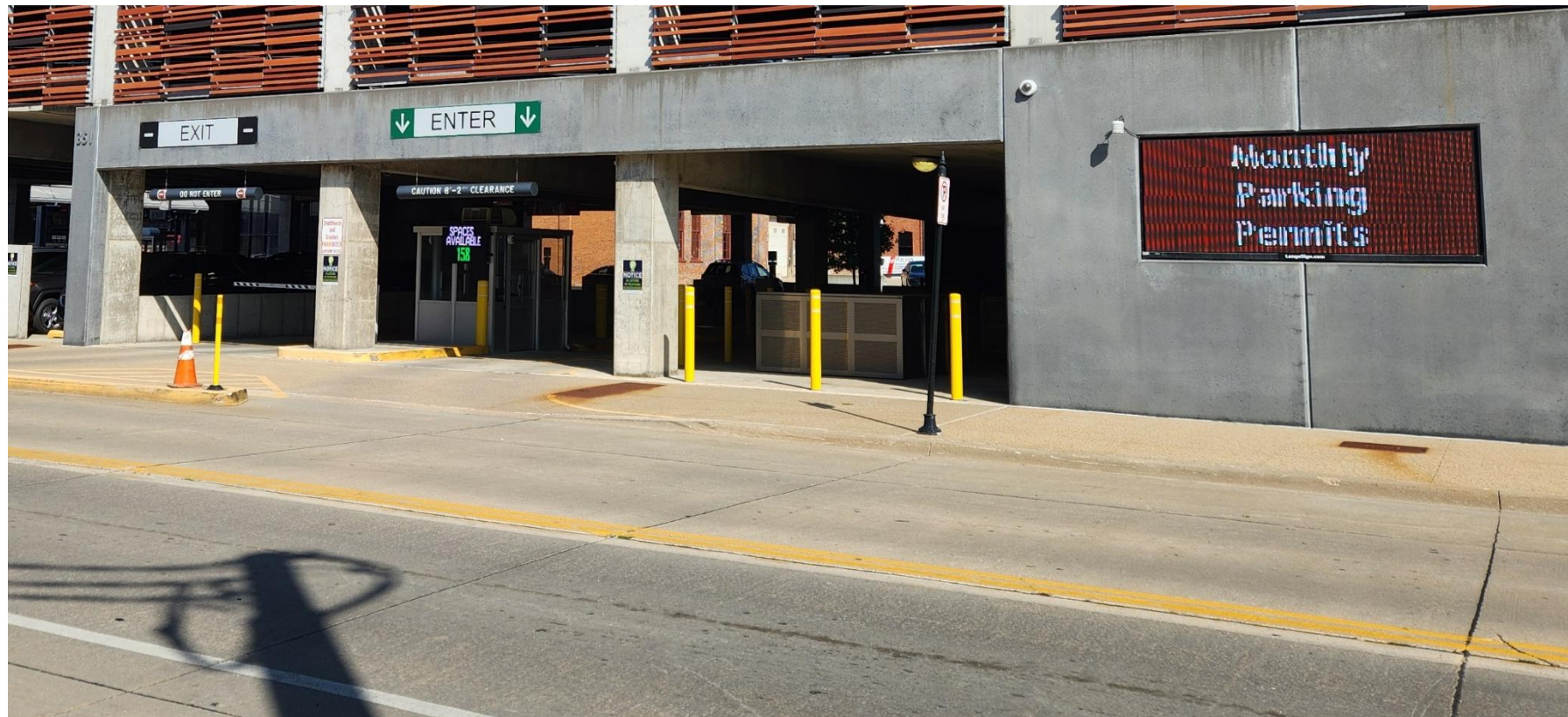
Intermodal Ramp Washington Street Entrance and Exit



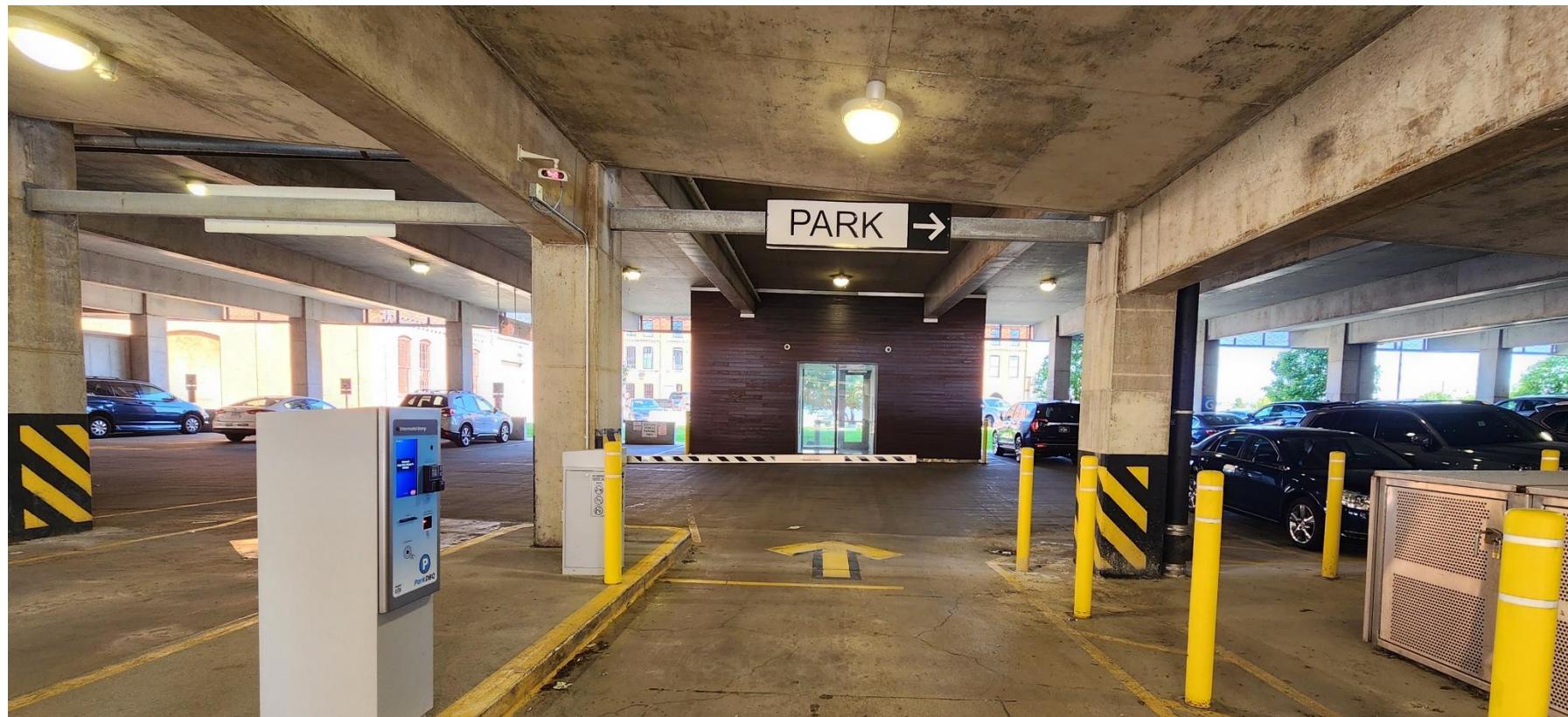
Intermodal Ramp Washington Street Exit Terminal and LPR



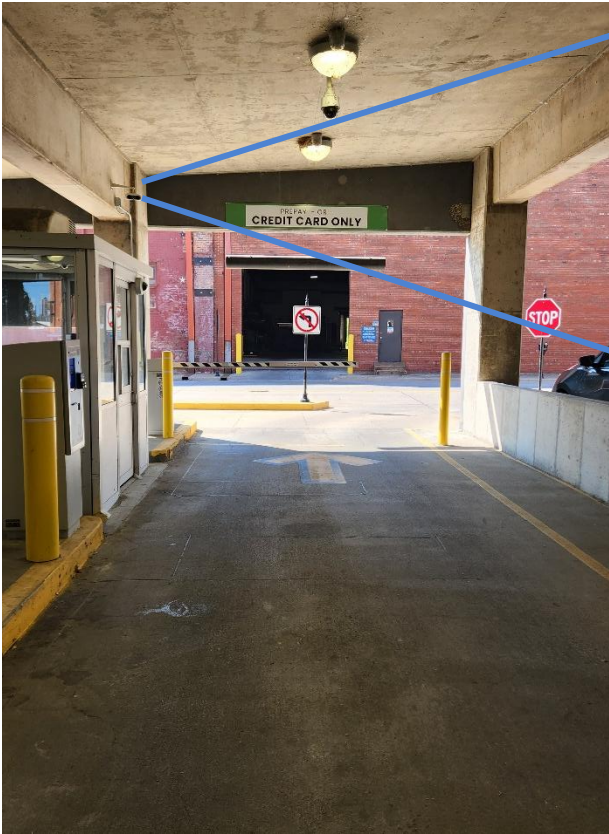
Intermodal Ramp 9th Street Entrance and Exit



Intermodal Ramp 9th Street Entrance and Exit



Intermodal Ramp 9th Street Exit Terminal and LPR



Intermodal Ramp Elevator Lobby Pay on Foot Station



03 | New Parking Management Software

Alerts

0 Critical

0 High

0 Medium

0 Low

^

There are no alerts to display.

Archive Tickets		1	EDIT	DELETE	HISTORY
Device Reconnected	Device reconnected	1	EDIT	DELETE	HISTORY
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Alarms and Alerts Report

Amano ONE Dashboard

Activity

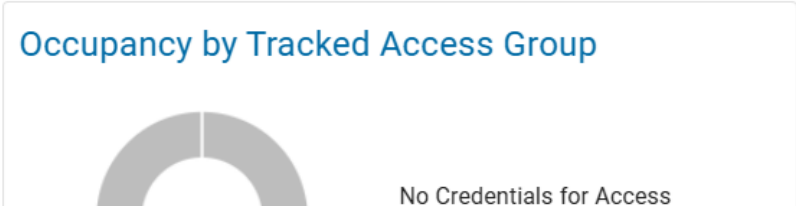
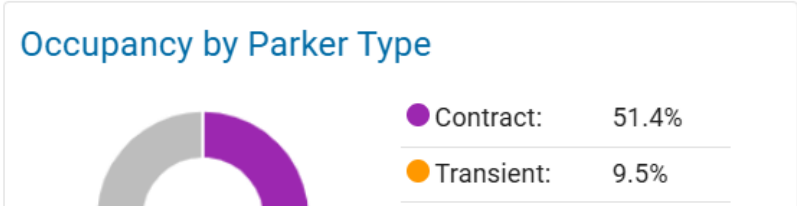
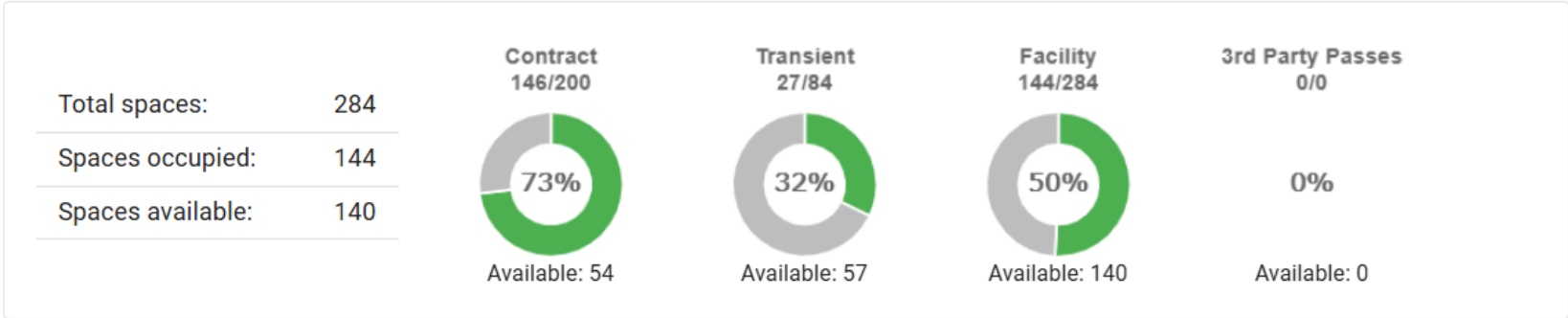
Credential Type ▼ Activity Type ▼ Clear Filters

Credential Number	Type	Name	Device Name	Date/Time	Result/Status
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.....	License			08/15/2025 12:47:44	

Occupancy

OVERVIEW

INTERMODAL RAMP



Amano ONE Dashboard

Revenue

\$32.00

TODAY'S NET REVENUE INTERMODAL RAMP

\$32.00 Today | \$812.00 Last 7 Days

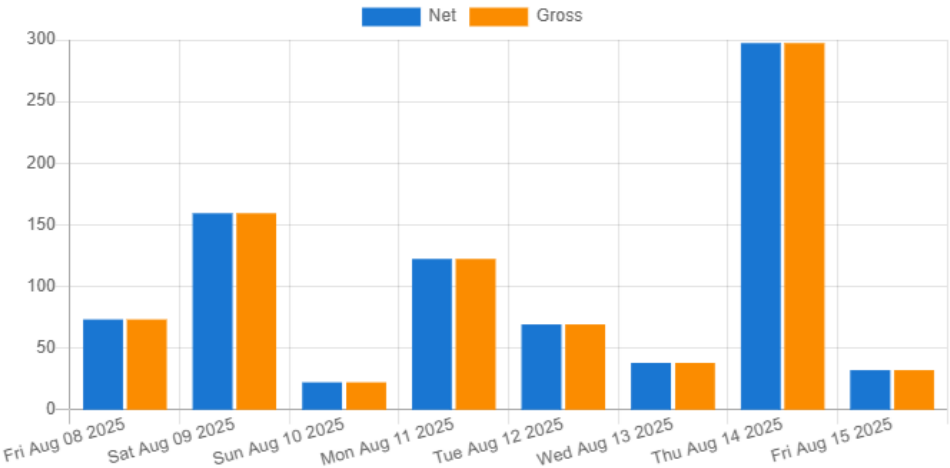
Gross Net

Today's Tickets

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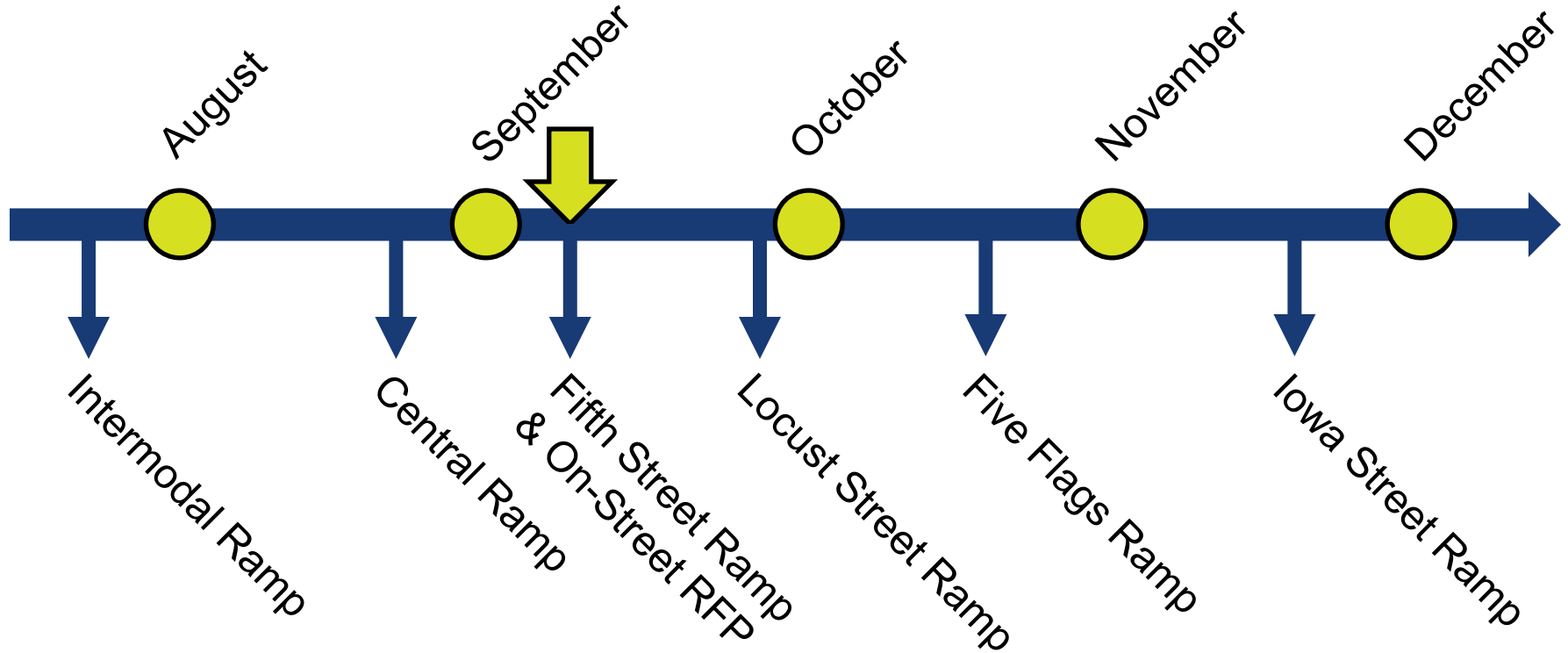


Daily Revenue



04 | Next Steps

Upcoming Ramp Schedule



05 | Closing

Next Steps in Parking Transformation

- On-Street Request for Proposal (RFP) to Improve the Following:
 - Updating our current on-street meters
 - LPR System for Parking Enforcement Officer (PEO) Vehicles
 - Parking Lots
 - Entrance & Exit Access for Permit & Public Parkers





RIDE • PARK • WALK • ROLL

THANK YOU!

QUESTIONS?

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE: Dubuque County Historical Society Letter of Authorization to Iowa Economic Development and Finance Authority's Historic Preservation Tax Credit Program

SUMMARY: City Manager recommending City Council approval of the attached letter of authorization in support of the Dubuque County Historical Society's application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Letter of Authorization
4. Lease, First and Second Amendment

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Dubuque County Historical Society Letter of Authorization to Iowa Economic Development and Finance Authority's Historic Preservation Tax Credit Program

DATE: August 26, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council approval of the attached letter of authorization in support of the Dubuque County Historical Society's application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program.

City is the owner of the Ham House and its buildings and grounds which are leased to Dubuque County Historical Society. The current lease has a term that commenced on June 1, 2006, and runs until May 31, 2031. The lease outlines the Dubuque County Historical Society will maintain the interior with the City maintaining the exterior of the Ham House. The relationship has been beneficial to both parties. Dubuque County Historical Society specializes in historic structures and the interpretation of those assets.

The Mathias Ham House, a National Register of Historic Places property, is designated as a City Landmark Site.

Dubuque County Historical Society and the City have a long history of collaboration, stewarding the historic architecture as well as the historic site recognizing the power of working partnerships and the fundamental significance of the Ham House and its' site structures as representative of our cultural heritage. The City's Historic Preservation Commission has the responsibility to promote the protection, enhancement, and perpetuation of such landmarks through outreach, education, and design review. The interior restoration and preservation has been guided by the Mathias Ham House Historic Structure Report that will ensure the house's preservation for years to come.

Heritage Works is assisting Dubuque County Historical Society in preparing the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program application and needs the City's authorization as owner of the facility.

There is no budgetary impact to the city in this action.

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
Stephen Fehsal, Interim Parks and Recreation Director
Marie L. Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager

FROM: Stephen J. Fehsal, Interim Parks and Recreation Director

SUBJECT: Dubuque County Historical Society Letter of Authorization to Iowa Economic Development and Finance Authority's Historic Preservation Tax Credit Program

DATE: August 26, 2025

INTRODUCTION

The purpose of this memo is to request Mayor and City Council approval of the attached letter of authorization in support of the Dubuque County Historical Society's (DCHS) application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program for the Mathias Ham House (Ham House).

BACKGROUND

City is the owner of the Ham House and its buildings and grounds which are leased to DCHS. The current lease has a term that commenced on June 1, 2006, and runs until midnight on May 31, 2031, as approved under a second amendment at the December 2, 2024, city council meeting. The lease outlines the DCHS will maintain the interior with the City maintaining the exterior of the Ham House. The lease and amendment are attached for further details. The relationship has been beneficial to both parties. DCHS specializes in historic structures and the interpretation of those assets.

The Mathias Ham House, a National Register of Historic Places property, is designated as a City Landmark Site.

DISCUSSION

DCHS and the City have a long history of collaboration, stewarding the historic architecture as well as the historic site recognizing the power of working partnerships and the fundamental significance of the Ham House and its' site structures as representative of our cultural heritage. The City's Historic Preservation Commission has the responsibility to promote the protection, enhancement, and perpetuation of such landmarks through outreach, education, and design review. The interior restoration and preservation has been guided by the Mathias Ham House Historic Structure Report that will ensure the house's preservation for years to come.

Heritage Works is assisting DCHS in preparing the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program application and needs the City's authorization as owner of the facility. The attached letter of authorization is requested for approval.

BUDGET IMPACT

There is no budgetary impact to the city in this action. It does, however, assist the City's partner DCHS in pursuing Tax Credits for capital improvement project at the Ham House.

ACTION REQUESTED

I respectfully request Mayor and City Council approval of the attached letter of authorization in support of the Dubuque County Historical Society's application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program.

Prepared by: Marie L. Ware, Acting Project and Facilities Manager

September 3, 2025

Iowa State Historic Preservation Office
State Historical Building
600 E. Locust Street
Des Moines, IA 50319

SUBJECT: Letter of Authorization for Dubuque County Historical Society's Application to the Iowa State Historic Preservation Tax Credit Program.

Dear Iowa State Historic Preservation Office:

Please accept this letter of authorization on behalf of the City of Dubuque in support of the Dubuque County Historical Society's application to the Iowa Economic Development & Finance Authority's State Historic Preservation Tax Credit Program for preservation and restoration work on the Mathias Ham House.

The City of Dubuque and the Dubuque County Historical Society have an owner and lessee agreement that guides our partnership in caring for this historic property. The Mathias Ham House, a National Register of Historic Places property, is designated as a City Landmark Site. All planned work on the House, as detailed in their tax credit application, has been approved by the City of Dubuque and work will be at the Historical Society's expense. The city of Dubuque is aware of the application by the Dubuque County Historic Society and supports the Lessee's applications to all parts of the Historic Preservation Tax Credit Program.

In our long collaboration with the Dubuque County Historical Society, stewarding the historic architecture as well as the historic site, we've recognized the power of working partnerships and the fundamental significance of the Ham House and its' site structures as representative of our cultural heritage. The City's Historic Preservation Commission has the responsibility to promote the protection, enhancement, and perpetuation of such landmarks through outreach, education, and design review. The interior restoration and preservation, guided by the Mathias Ham House Historic Structure Report, will ensure the house's preservation for years to come.

The Dubuque County Historical Society's dedication to preserving and interpreting the history of the Mathias Ham House offers enriching and engaging experiences to visitors and residents, furthering the social and cultural vibrancy of our community. The City of Dubuque supports these continued initiatives to care for the Mathias Ham House.

Sincerely,

Brad M. Cavanagh
Mayor

cc: William Doyle, Heritage Works Preservation and Program Director
Kurt Strand, Dubuque Historical Society President and CEO
Stephen J. Fehsal, Interim Parks and Recreation Director
Marie L. Ware, Acting Project and Facilities Manager

**LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE COUNTY HISTORICAL SOCIETY**

THIS LEASE AGREEMENT (the "Lease") dated for reference purposes the 15TH day of MAY, 2006, between the **CITY OF DUBUQUE, IOWA**, a municipal corporation (Lessor) and **DUBUQUE COUNTY HISTORICAL SOCIETY**, an Iowa nonprofit corporation (Lessee).

**ARTICLE I
DEMISE AND TERM**

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 commonly referred to as the "Ham House" located at 2241 Lincoln Avenue Dubuque, Iowa, legally described in Exhibit A, attached hereto, together with any and all easements and appurtenances thereto and subject to any easements or restrictions of record (the "Demised Premises"), to have and to hold for a term of twenty-five (25) years commencing on JUNE 1, 2006 and terminating at 11:59 p.m. on MAY 31, 2031, subject to all of the terms, covenants, conditions and agreements contained herein.

**ARTICLE II
RENT**

2. Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid under this Lease by Lessee) rent for the Demised Premises of One Dollar per year.

**ARTICLE III
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 Lessee's business. Title to Lessee's trade fixtures (the "Trade Fixtures") are 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. Provided,

further, that upon ten (10) days' prior written notice to Lessor, Lessor shall prepare and deliver to Lessee a certificate in recordable form 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. On delivery of possession of the Demised Premises to Lessee, Lessee shall be entitled to construct on the Demised Premises all structures, buildings or other improvements as agreed upon in writing by the Lessor and Lessee (the "Improvements"). Lessor covenants and agrees to keep and maintain the exterior of the leased premises including windows on the principle structure (Ham House). Lessee covenants and agrees to keep and maintain the interior of the leased premises in good repair and any improvements to the interior thereof shall be made at the Lessee's expense. Lessor shall have the right, in its reasonable discretion, to approve the design, appearance and quality of any such Improvements, which approval shall not be unreasonably withheld or delayed. It shall be unreasonable for Lessor to withhold such consent if such design, appearance and quality are generally compatible with other such buildings in the area. Lessor agrees to provide all permits, variances and approvals reasonably required to develop and construct the proposed meeting and entertainment center on the Demised Premises, as set forth in Article I of the Lease. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. Upon 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 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.

3.3. Signage. Lessee may install up to two sign up to 32 square feet per sign, not to exceed 10 feet in height and sign cannot encroach on public row or block visibility triangle at access drives. All proposed signage must be reviewed and approved by the City Manager prior to obtaining a sign permit.

ARTICLE IV ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

4.1. Lessee's right to encumber leasehold interest. Lessee may encumber by mortgage, deed of trust, or other proper instrument, its leasehold interest and estate in the Demised Premises, together with all Improvements placed by Lessee on the Demised Premises, as security for any indebtedness of Lessee. The execution of any

mortgage, deed of trust or other instrument, or the foreclosure of any mortgage, or deed of trust or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercise of any right, power or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease agreement or as an assumption by the holder of the indebtedness personally of the obligations of this lease agreement.

4.2. Notice to Holder of encumbrance; right of Holder to cure Lessee's default. If Lessee shall encumber its leasehold interest and estate in the Demised Premises and if Lessee, or the holder of the indebtedness, its successors and/or assigns (the "Holder") secured by the encumbrance shall give notice to Lessor of the existence of the encumbrance and the address of the Holder, then Lessor will mail or deliver to the Holder, at such address, a duplicate copy of all notices in writing which Lessor may, from time to time, give or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the Holder at, or near as possible to, the same time the notices are given to or served on Lessee. The Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease, provided, however, that the doing of any act or thing requiring possession of the Demised Premises shall be subject to the further rights of Holder as set forth in Section 15.2. All payments so made and all things so done and performed by the Holder shall be effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

ARTICLE V TAXES

5.1. Lessee agrees to pay as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that become payable during the term hereof. Lessee shall further provide to Lessor official receipts of the appropriate taxing authority or other evidence satisfactory to Lessor evidencing payment thereof.

5.2. The Lessee further agrees to pay all other taxes, rates, charges, levies and assessments, general and special, 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 said real estate, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said real estate during the term hereof, and all such other taxes, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent.

5.3. Lessee agrees to timely pay all taxes, 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 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 reserved to Lessor hereunder.

5.5. Lessee shall at all times have the right to contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the payment or satisfaction of any such taxes, assessments, rates, charges or levies so agreed to be paid by Lessee, if the validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or improvements, shall be disputed. Upon the conclusion of any such suit or proceedings, or not less than three (3) months prior to the date when the right to redeem therefrom expires, whichever will be the earlier, Lessee will promptly pay and satisfy such disputed tax, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

ARTICLE VI REPAIRS

6. 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, and all sidewalks, curbs, and all appurtenances to the Demised Premises, in good order, condition, and repair, casualties and ordinary wear and tear excepted. Lessee shall keep and maintain the Demised Premises and all improvements in superior condition, consistent with other similarly classed operations. 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, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Article VI.

ARTICLE VII COMPLIANCE WITH LAW

7.1. During the term of this Lease, Lessee shall comply with all applicable laws applicable to Lessee's use of the Demised Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Demised Premises.

7.2. Lessee shall not commit waste on the Demised Premises except as necessary for the removal or construction of any buildings and Improvements on the Demised Premises, but shall not be liable for any damages to or destruction of any buildings or improvements on the Demised Premises, nor be required to repair or rebuild the buildings or Improvements.

ARTICLE VIII ALTERATIONS

8. Lessee shall have the right, at Lessee's expense, from time to time during the term of this Lease to make such alteration, addition, or modification to the Demised Premises or the improvements thereon as shall be agreed upon in writing by Lessor and Lessee.

ARTICLE IX USE OF DEMISED PREMISES

9. Lessee will not use or allow the Demised Premises or any buildings or Improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee will not suffer any act to be done or any condition to exist within the Demised Premises or in any Improvement thereon, or permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

ARTICLE X INSURANCE

10.1. Lessee will at all times during the term of this Lease maintain insurance on the Demised Premises of the following character:

A. Insurance against loss or damage by fire and other risks and perils from time to time included under standard extended coverage endorsements in an amount equal to not less than ninety percent (90%) of the replacement value of the Demised Premises and the Improvements, (exclusive of the costs of excavation, foundations, and footings below the lowest floor).

B. Insurance as set forth in the Lessor's standard Insurance Schedule for Lessees of City Property, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule is attached to this Lease Agreement as Insurance Schedule A.

10.2. Such insurance shall be written by companies legally qualified to issue such insurance in the State of Iowa and such insurance shall name as the insured parties thereunder, Lessor, or its assigns, and Lessee, as their interests may appear. Lessor shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Lessee may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event

Lessee may bring any such prosecution or contest in the name of Lessor, Lessee, or both, and Lessor shall cooperate with Lessee and will join therein at Lessee's written request upon receipt by Lessor of an indemnity from Lessee against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

10.3. Lessee shall deliver to Lessor promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of insurers satisfactory to Lessor evidencing all the insurance which is then required to be maintained by Lessee hereunder, and Lessee shall, within 30 days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Lessee fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Lessor any of such policies or certificates, Lessor, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be additional rent hereunder and shall be repaid by Lessee within 30 days following the date on which demand therefor shall be made by Lessor. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Lessor.

10.4. Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Lessor and Lessee each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance, and also provided that such policies can be obtained without additional premiums. Lessee acknowledges that Lessor will not carry insurance on Lessee's furniture and/or furnishings or any trade fixtures or equipment, improvements, or appurtenances removable by Lessee or Lessee's leasehold improvements and agrees that Lessor will not be obligated to repair any damage thereto or replace the same.

ARTICLE XI LESSOR'S WARRANTIES AND REPRESENTATIONS

11.1. Lessor's Representation Of Good Title. Lessor covenants and warrants that its is lawfully seized in fee simple 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.

11.2. Lessor covenants and agrees that Lessee shall have no responsibility for or liability arising from any Hazardous Substance which was in, on or about the Demised Premises prior to the commencement date of this Lease ("Prior Hazardous Substances") or which leach or migrate upon the Demised Premises from any property owned by Lessor or their affiliates ("Lessor Hazardous Substances").

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, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (v) defined as a "hazardous waste pursuant to §1004 of 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, 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.

ARTICLE XII INDEMNIFICATION

12. Indemnification of Lessor. Lessee shall protect, 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 during the term of this Lease and resulting from any act or omission 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 with any of the terms of this Lease. In case any action, suit, or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense, resist and defend such action, suit, or proceeding, or cause the same to be resisted and defended by counsel approved by Lessor.

ARTICLE XIII CONDEMNATION

13.1. 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 to operate its business thereon in a manner similar to that prior to such taking.

13.2. 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:

A. To Lessor, the amount of the award attributable to 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 the improvements, and all other sums not directly attributable to the value of the Land constituting the Demised Premises.

B. To Lessee, the entire award except that portion allocated to Lessor above, including but not limited to, the value of the improvements plus any other amount assessed for Lessee.

13.3. Partial Condemnation. 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 entire award for such partial condemnation shall be paid over to Lessee, 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, there shall be no abatement in the Basic Rent Lessee is required to pay hereunder.

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, as provided for in this Article 13.3, Lessee shall be entitled to the entire award for such partial taking.

13.4. 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.

13.5. Effect of Taking. If any taking renders the construction of the meeting and entertainment center or hotel impossible, any financial penalties set forth in Section 1.3 (regarding the meeting and entertainment center) or Section 24.5 (regarding the hotel) shall not be applicable.

ARTICLE XIV ASSIGNMENT AND SUBLETTING

14. Lessee shall not assign or transfer this Lease or sublease the whole or any part of the Demised Premises without the prior written consent of Lessor.

ARTICLE XV DEFAULT

15.1. 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), then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, to terminate this Lease and all rights of Lessee under this Lease shall then cease. Lessor, without further notice to Lessee, shall have the right immediately to enter and take possession of the Demised Premises with or without 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.

15.2. Rights of Holder of Encumbrance in Event Lessee Defaults. If Lessee fails or neglects 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, the Holder of any indebtedness secured by an encumbrance on the leasehold estate under this Lease shall have thirty (30) days after receipt of written notice from Lessor setting forth the nature of Lessee's default and a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature thereof within such thirty (30) days and is diligently prosecuting such proceedings, within which to endeavor to make good or remove the default or cause for termination of the Lease. All right of Lessor to terminate this Lease on the failure or neglect of Lessee to observe, keep, and perform

the covenants, terms, and conditions of this Lease, is, and shall continue to be, at all times prior to payment in full of the indebtedness to the Holder of Lessee, subject to, and conditioned on, Lessor's having first given the Holder written notice thereof and the Holder having failed to cause the default or cause for termination to be made good or removed within thirty (30) days after receiving written notice of default or cause for termination or within a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature of foreclosure within such thirty (30) days and is diligently prosecuting such proceedings. In the event that the Lease is terminated due to the Lessee's bankruptcy, insolvency or other proceedings, and in the event the Holder has complied with the terms of this Section 15.2, then Lessor at Holder's option, shall enter into a new lease with Holder or the successful bidder at foreclosure on the same terms as this Lease, for the term then remaining, and specifically preserving all unexercised options.

ARTICLE XVI RIGHT TO CURE OTHER'S DEFAULTS

16. 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, upon thirty (30) days' prior written notice to such defaulting party, 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.

ARTICLE XVII QUIET ENJOYMENT

17. 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.

ARTICLE XVIII WAIVER

18. No waiver by Lessor of any breach by Lessee of any term, covenant, condition, or agreement herein and no failure by Lessor 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 Lessor 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.

ARTICLE XIX SURRENDER

19. Lessee shall, on the last day of the term of this Lease or upon any termination of this Lease hereof, surrender and deliver up 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, 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 whatever by Lessor on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. At Lessor's option, Lessor and Lessee shall agree to jointly remove any or all of the Improvements located on the Demised Premises. Provided, however, that Lessee's Trade Fixtures, personal property, 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 to remove the same.

ARTICLE XX MEMORANDUM OF LEASE

20. Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in 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 Basic Rent payable hereunder.

ARTICLE XXI NOTICES

21.1. 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, and addressed as follows:

TO LESSOR: City of Dubuque, Iowa
50 West 13th Street
Dubuque, Iowa 52001

TO LESSEE: Dubuque County Historical Society
3rd Street Ice Harbor
Dubuque, IA 52001

21.2. 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.

ARTICLE XXII MISCELLANEOUS

22.1. **Time of the Essence.** Time is of the essence of this Lease and all of its provisions.

22.2. **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.

22.3. **Attorney Fees.** In the event that any action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

22.4. **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.

22.5. **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.

22.6. **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.

22.7. 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 or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous conditions, fire, 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, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

LESSOR:

[SEAL]

CITY OF DUBUQUE, IOWA

Attest:

Karen M. Chesters

By:

Roy D. Buol
Roy D. Buol, Mayor

LESSEE:

DUBUQUE COUNTY HISTORICAL SOCIETY

Attest:

Marilyn Snyder

By:

Jerry Enzler
Jerry Enzler, Executive Director

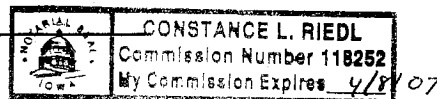
DUBUQUE COUNTY HISTORICAL SOCIETY

By 
Jerry Enzler, Executive Director

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this 15th day of May, 2006, before me, Constance L. Riedl,
a Notary Public in and for the State of Iowa, personally appeared Roy D. Buol and
Karen M. Chesterman, to me personally known, and, who, being by me duly sworn, did
say that they are the Mayor and Deputy City Clerk, respectively, of the City of Dubuque,
Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the
corporation, and that the instrument was signed and sealed on behalf of the corporation,
by authority of its City Council, as contained in Resolution No. 205-06 adopted by the
City Council of the City of Dubuque, Iowa, on the 15th day of May, 2006, and that they
acknowledged the execution of the instrument to be their voluntary act and deed and
the voluntary act and deed of the corporation, by it voluntarily executed.

Constance L. Riedl
Notary Public in and for State of Iowa



STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this ____ day of _____, 2006, before me, a Notary Public in and
for the State of Iowa, personally appeared Jerry Enzler, to me personally known, who
being by me duly sworn did say that he is the Executive Director of Dubuque County
Historical Society, that (the seal affixed hereto is the seal of said)(no seal has been
procured by the said) Society and that said instrument was signed (and sealed) on
behalf of said Society by authority of its Board of Directors and he acknowledged the
execution of said instrument to be the voluntary act and deed of said Society, by it
voluntarily executed.

Notary Public in and for State of Iowa

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EXHIBIT "A"

Parcel # 1107251003

Lots 530, 1 of 531, 2 of 531 and 532 all in Hams Addition, in the City of Dubuque

INSURANCE SCHEDULE A

INSURANCE REQUIREMENTS FOR TENANTS AND LESSEES OF CITY PROPERTY OR VENDORS (SUPPLIERS, SERVICE PROVIDERS) TO THE CITY OF DUBUQUE

1. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa. All insurers shall have a rating of A or better in the current A.M. Best Rating Guide.
2. All policies of insurance shall be endorsed to provide a thirty (30) day advance notice of cancellation to the City of Dubuque, except for 10 day notice for non-payment, if cancellation is prior to the expiration date. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance.
3. _____ shall furnish a signed Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Paragraph 6 below. Such certificates shall include copies of the following policy endorsements:
 - a) Commercial General Liability policy is primary and non-contributing.
 - b) Commercial General Liability additional insured endorsement.
 - c) Governmental Immunity Endorsements.
4. Each certificate shall be submitted to the contracting department of the City of Dubuque.
5. Failure to provide minimum coverage 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.
6. _____ shall be required to carry the following minimum coverage/limits or greater if required by law or other legal agreement:

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 Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

This coverage shall be written on an occurrence, not a claims made form. Form CG 25 04 03 97 "Designated Location (s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 0001, or Business Owners form BP 0002, shall be clearly identified.

INSURANCE SCHEDULE A (Continued)

**INSURANCE REQUIREMENTS FOR TENANTS AND LESSEES OF CITY PROPERTY OR VENDORS
(SUPPLIERS, SERVICE PROVIDERS) TO THE
CITY OF DUBUQUE**

Governmental Immunity Endorsement identical or equivalent to form attached.

Additional Insured Requirement:

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 shall be named as an additional insured on General Liability Policies using ISO endorsement CG 20 26 0704 "Additional Insured – Designated Person or Organization," or it's equivalent. – See Specimen

b) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory for Coverage A

Employers Liability:

Each Accident	\$100,000
Each Employee – Disease	\$100,000
Policy Limit – Disease	\$500,000

**c) UMBRELLA EXCESS LIABILITY
LIQUOR OR DRAM SHOP LIABILITY**

Coverage to be determined on a case by case basis by Finance Director.

Completion Checklist

- ☐ Certificate of Liability Insurance (2 pages)
- ☐ Designated Location(s) General Aggregate Limit CG 25 04 03 97 (2 pages)
- ☐ Additional Insured 20 26 07 04
- ☐ Governmental Immunities Endorsement

CITY OF DUBUQUE, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurance carrier 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 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. 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 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 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

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

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.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. in the performance of your ongoing operations; or
- B. in connection with your premises owned by or rented to you

SPECIMEN

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SPECIMEN

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 04 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

SPECIMEN

Designated Location(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION II), which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. insureds,

b. Claims made or "suits" brought, or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operators at a single designated "location" shown in the Schedule above.

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"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.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

SPECIMEN

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (Memorandum) is dated for references purposes the 15th day of May, 2006, by THE CITY OF DUBUQUE, IOWA, an Iowa Municipal Corporation (Lessor) whose address for the purpose of this Lease is City Hall, 50 West 13th Street, Dubuque, Iowa 52001 and DUBUQUE COUNTY HISTORICAL SOCIETY, (Lessee) whose address for the purpose of this Lease is 3rd Street Ice Harbor, Dubuque, Iowa 52001.

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged by Lessor, Lessor has leased to Lessee and Lessee has leased, upon and subject to the terms and conditions set forth in one certain Lease Agreement, dated the 15th day of May, 2006, the following described real estate:

**Lots 530, 1 of 531, 2 of 531 and 532
all in Hams Addition, in the City of Dubuque**

The terms, covenants and conditions of the aforesaid Lease Agreement by and between the parties are hereby referred to and made a part hereof, the same as though fully set forth herein.

This Memorandum is a form thereof for the purpose of notice. In the event of a conflict between the provisions of this Memorandum and the longer form of the Lease Agreement executed by the parties, the terms and provisions of the longer form of the Lease Agreement shall prevail.

Dated this 15th day of May, 2006.

CITY OF DUBUQUE, IOWA

By

Roy D. Buol
Roy D. Buol, Mayor

By

Karen M. Chesterman
Karen M. Chesterman, Deputy City Clerk



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Fee Amt: \$22.00 Page 1 of 4
Dubuque County Iowa
Kathy Flynn Thurlow Recorder

File **2006-00010390**

Return to: Jeanne F. Schneider, City Clerk, 50 West 13th Street, Dubuque IA 52001

Prepared by: Barry A. Lindahl, Esq., Suite 330, 300 Main Street, Dubuque, IA 52001-6944, 563-583-4113

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (Memorandum) is dated for references purposes the 15th day of May, 2006, by THE CITY OF DUBUQUE, IOWA, an Iowa Municipal Corporation (Lessor) whose address for the purpose of this Lease is City Hall, 50 West 13th Street, Dubuque, Iowa 52001 and DUBUQUE COUNTY HISTORICAL SOCIETY, (Lessee) whose address for the purpose of this Lease is 3rd Street Ice Harbor, Dubuque, Iowa 52001.

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged by Lessor, Lessor has leased to Lessee and Lessee has leased, upon and subject to the terms and conditions set forth in one certain Lease Agreement, dated the 15th day of May, 2006, the following described real estate:

**Lots 530, 1 of 531, 2 of 531 and 532
all in Hams Addition, in the City of Dubuque**

The terms, covenants and conditions of the aforesaid Lease Agreement by and between the parties are hereby referred to and made a part hereof, the same as though fully set forth herein.

This Memorandum is a form thereof for the purpose of notice. In the event of a conflict between the provisions of this Memorandum and the longer form of the Lease Agreement executed by the parties, the terms and provisions of the longer form of the Lease Agreement shall prevail.

Dated this 15th day of May, 2006.

CITY OF DUBUQUE, IOWA

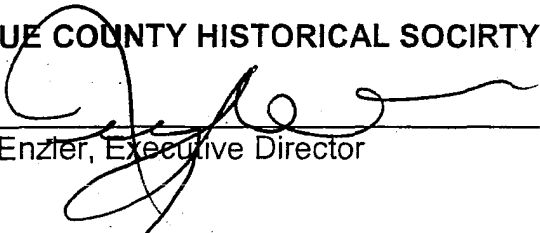
By

Roy D. Buol
Roy D. Buol, Mayor

By

Karen M. Chesterman
Karen M. Chesterman, Deputy City Clerk

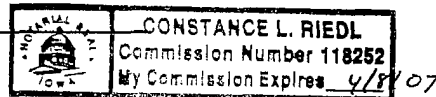
DUBUQUE COUNTY HISTORICAL SOCIETY

By 
Jerry Enzler, Executive Director

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this 15th day of May, 2006, before me, Constance L. Riedl,
a Notary Public in and for the State of Iowa, personally appeared Roy D. Buol and
Karen M. Chesterman, to me personally known, and, who, being by me duly sworn, did
say that they are the Mayor and Deputy City Clerk, respectively, of the City of Dubuque,
Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the
corporation, and that the instrument was signed and sealed on behalf of the corporation,
by authority of its City Council, as contained in Resolution No. 205-06 adopted by the
City Council of the City of Dubuque, Iowa, on the 15th day of May, 2006, and that they
acknowledged the execution of the instrument to be their voluntary act and deed and
the voluntary act and deed of the corporation, by it voluntarily executed.

Constance L. Riedl
Notary Public in and for State of Iowa

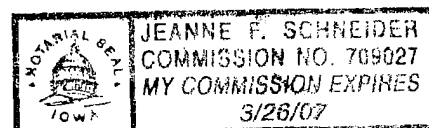


STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this 16 day of May, 2006, before me, a Notary Public in and
for the State of Iowa, personally appeared Jerry Enzler, to me personally known, who
being by me duly sworn did say that he is the Executive Director of Dubuque County
Historical Society, that (the seal affixed hereto is the seal of said)(no seal has been
procured by the said) Society and that said instrument was signed (and sealed) on
behalf of said Society by authority of its Board of Directors and he acknowledged the
execution of said instrument to be the voluntary act and deed of said Society, by it
voluntarily executed.

Jeanne F. Schneider
Notary Public in and for State of Iowa

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STATE OF IOWA
DUBUQUE COUNTY

{SS:

CERTIFICATION OF PUBLICATION

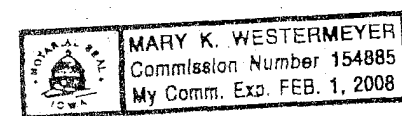
I, Kathy Hefel-Goetzinger, a Billing Clerk for Woodward Communications, Inc., an Iowa corporation, publisher of the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, County of Dubuque and State of Iowa; hereby certify that the attached notice was published in said newspaper on the following dates: May 5, 2006, and for which the charge is \$12.74.

Kathy Hefel-Goetzinger

Subscribed to before me, a Notary Public in and for Dubuque County, Iowa, this 5th day of May, 20 06.

Mary K. Westermeyer

Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

NOTICE is hereby given that the City Council of Dubuque, Iowa, will conduct a public hearing at a meeting to commence at 6:30 p.m., on the 15th day of May, 2006, in the Public Library Auditorium, 360 West 11th Street, to consider a lease agreement between the City of Dubuque and the Dubuque County Historical Society for use of the Ham House for a 25 year term, expiring May 31, 2031. (Copy of supporting documents are on file in the City Clerk's Office and may be viewed during working hours.)

Written comments regarding said lease agreement may be submitted to the City Clerk's Office on or before the time of public hearing.

At said time and place of public hearing, all interested citizens and parties will be given an opportunity to be heard for or against said lease agreement.

Any visual or hearing impaired persons needing special assistance or persons with special accessibility needs should contact the City Clerk's Office at (563) 589-4120 or TDD (563) 690-6678 at least 48 hours prior to the meeting.

Published by order of the City Council given on the 1st day of May, 2006.

Jeanne F. Schneider, CMC
City Clerk

11 5/5

**FIRST AMENDMENT
TO
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE COUNTY HISTORICAL SOCIETY**

This First Amendment to Lease Agreement, dated for reference purposes the 9th day of May, 2017, is made and entered into by the City of Dubuque, Iowa, a municipal corporation (Lessor) and the Dubuque County Historical Society, an Iowa nonprofit corporation (Lessee).

WHEREAS, Lessor and Lessee previously entered into a Lease Agreement dated May 15, 2006 (the Lease Agreement) regarding real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue, Dubuque, Iowa; and

WHEREAS, Section 10.1(A) of the Lease Agreement requires Lessee to maintain property insurance on the Demised Premises and the Improvements; and

WHEREAS, such insurance coverage is not required because the property is covered by Lessor's property insurance;

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, Lessor and Lessee agree as follows:

1. Section 10.1(A) of the Lease Agreement is amended to read as follows:

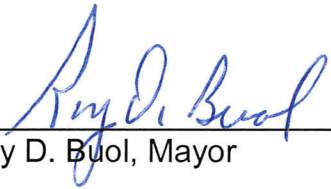
10.1(A). Lessee is not required to provide property insurance coverage on the Demised Premises unless and until Lessor delivers to Lessee written notice that Lessee must provide such insurance with terms and coverage acceptable to Lessor in its sole discretion. However, Lessee shall provide insurance coverage on all contents, including but not limited to trade fixtures, equipment, personal property, museum items and artifacts, in all structures on the Demised Premises.

2. Insurance Schedule A is deleted and the attached Insurance Schedule is substituted in lieu thereof.

3. All other terms and conditions of the Lease shall remain in full force and effect.

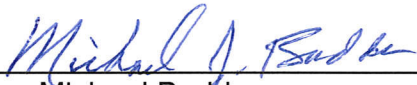
LESSOR:

CITY OF DUBUQUE, IOWA

By: 
Roy D. Buol, Mayor

LESSEE:

**DUBUQUE COUNTY HISTORICAL
SOCIETY**

By: 
Michael Budde
Interim President and CEO

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**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Insurance Schedule

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. 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. Eg: Project # _____ or lease of premises at _____ or construction of _____, _____ or right of way permitted location and description _____.
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 _____ Department of the City of Dubuque.
4. The lessee, licensee, or permittee 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 the lease, license, or permit.
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 Finance Director. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee 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. Lessee, licensee, or permittee 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 lessee, licensee, or permittee.

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees

Insurance Schedule (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

- a) 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.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) 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.
- g) If lessee, licensee, or permittee utilizes Trikes or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General 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 as amended.

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.

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached

C) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY

Coverage required: ___ yes ___ no

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

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

\$2,000,000 each occurrence
\$4,000,000 policy aggregate

- a) Policy to include premises and transportation coverage.
- b) Include additional insured as stated in A(f).
- c) Include Preservation of Governmental Immunities Endorsement.
- d) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT ____yes____no

Evidence of property coverage provided ____yes

City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees

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

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

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

RESOLUTION NO. 153-17

APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE COUNTY HISTORICAL SOCIETY

WHEREAS, the City of Dubuque, Iowa (Lessor) and the Dubuque County Historical Society (Lessee) entered into a Lease Agreement dated for reference purposes the 15th day of May, 2006; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement as set forth in the attached First Amendment to Lease Agreement; and

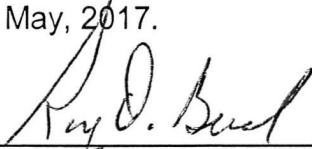
WHEREAS, the City Council believes it is in the best interests of the City of Dubuque to approve the First Amendment to Lease Agreement.

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

Section 1. The City of Dubuque hereby approves the First Amendment to Lease Agreement between the City of Dubuque and the Dubuque County Historical Society, a copy of which is attached hereto.

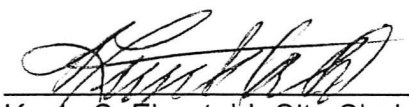
Section 2 The Mayor is authorized and directed to sign the First Amendment to Lease Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 1st day of May, 2017.



Roy D. Buol, Mayor

Attest:



Kevin S. Firnstahl, City Clerk

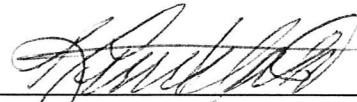
CERTIFICATE *of the* CITY CLERK

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

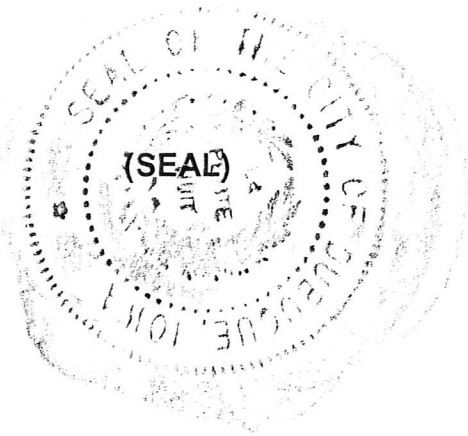
I, Kevin S. Firnstahl, do hereby certify that I am the duly appointed, qualified, City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 153-17** 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 2nd day of May, 2017.



Kevin S. Firnstahl, CMC, City Clerk



**SECOND AMENDMENT
TO
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE COUNTY HISTORICAL SOCIETY**

This Second Amendment to Lease Agreement, dated for reference purposes the 2nd day of December, 2024, is made and entered into by the City of Dubuque, Iowa, a municipal corporation (Lessor) and the Dubuque County Historical Society, an Iowa nonprofit corporation (Lessee).

WHEREAS, Lessor and Lessee previously entered into a Lease Agreement dated May 15, 2006 (the Lease Agreement), as amended by the First Amendment, regarding real property commonly referred to as the "Ham House" located at 2241 Lincoln Avenue, Dubuque, Iowa; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, Lessor and Lessee agree as follows:

Section 1. Article I. Section 1 is amended to read as follows:

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 commonly referred to as the "Ham House" located at 2241 Lincoln Avenue Dubuque, Iowa, legally described in Exhibit A, attached hereto, together with any and all easements and appurtenances thereto and subject to any easements or restrictions of record (the "Demised Premises"), to have and to hold for a term that commenced on June 1, 2006 until midnight on May 31, 2031, subject to all of the terms, covenants, conditions and agreements contained herein.

Section 2. Article III. Section 3.2 is amended to read as follows:

3.2. Improvements. On delivery of possession of the Demised Premises to Lessee, Lessee shall be entitled to construct on the Demised Premises all structures, buildings or other improvements as agreed upon in writing by the Lessor and Lessee (the "Improvements"). Lessor covenants and agrees to keep and maintain the exterior of the Demised Premises including all aspects of outward-facing windows and doors on the Principal Structure (Ham House), including in scope the storm covers as part of the complete unit. Lessee covenants and agrees to keep and maintain the interior of the Demised Premises in good repair and any improvements to the interior thereof shall be made at the Lessee's expense. Lessor shall have the right, in its reasonable discretion,

to approve the design, appearance and quality of any such Improvements, which approval shall not be unreasonably withheld or delayed. It shall be unreasonable for Lessor to withhold such consent if such design, appearance and quality are generally compatible with other such buildings in the area. Lessor agrees to provide all permits, variances and approvals reasonably required to develop and construct the proposed meeting and entertainment center on the Demised Premises, as set forth in Article I of the Lease. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. Upon 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 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.

Section 3. Article VI. Section 6 is amended by adding the following:

6.1. Lessor agrees to provide reoccurring preventative maintenance to care of the roof and chimneys in the form of yearly inspections and application of protective sealant as needed or every 5 years.

6.2. Any alteration or additions to external lighting of the Principal Structure and its grounds shall be maintained by Lessor with recommendations from Lessee to not impede or diminish its Historic Register status.

6.3. While Lessee may conduct minor improvements to the external maintenance of the Principal Structure as needed, Lessor agrees to keep the external façade of the Principal Structure in good repair, including external painting to match historic period of significance (1839-1905).

6.4. Lessee agrees to provide maintenance and repair to the HVAC system of the Principal Structure until the system is at end of life per accepted HVAC system life standards. Lessee and Lessor will be jointly and equally responsible for all costs related to the replacement of the HVAC system when it is at end of life as the HVAC system affects both the interior and exterior of the Principal Structure.

Section 4. Article VII is amended from COMPLIANCE WITH LAW to COMPLIANCE WITH LAW AND TITLE VI/NON-DISCRIMINATION ASSURANCES

Section 5. Article VII is amended by adding the following:

7.3 The lessee for himself/herself, his/her heirs, personal representatives, successors

in interest, and assigns, as a part of the consideration hereof, does hereby as a covenant running with the land and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

7.4 With respect to the agreement, in the event of breach of any of the above Non-discrimination covenants, City of Dubuque will have the right to terminate the agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

7.5 During the performance of this agreement, the lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "lessee") agrees to 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 th
- H. e 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);
- I. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private

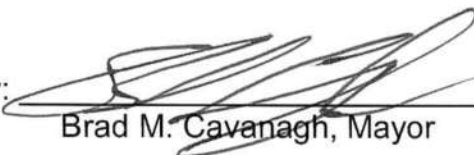
transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- J. 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);
- K. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;
- L. 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);
- M. 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).

Section 6. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

LESSOR:

CITY OF DUBUQUE, IOWA

By: 
Brad M. Cavanagh, Mayor

LESSEE:

DUBUQUE COUNTY HISTORICAL SOCIETY

By: 
President and CEO

ATTEST:

By: 
Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. 396-24

APPROVING A SECOND AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE COUNTY HISTORICAL SOCIETY

WHEREAS, City is the owner of a public facility known as Mathias Ham House (the Ham House) which is leased to Dubuque County Historical Society with a legal description of Lots 530, 1 of 531, 2 of 531 and 532 all in Hams Addition, in the City of Dubuque; and

WHEREAS, Dubuque County Historic Society desires to extend the current lease period and continue to operate the Ham House; and

WHEREAS, the City Council by Resolution No. 380-24, dated November 18, 2024 declared its intent to enter into a Second Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and Dubuque County Historical Society; and

WHEREAS, pursuant to a published notice, a public hearing was held on the proposed Second Amendment to the Lease Agreement on December 2, 2024; and

WHEREAS, it is the determination of the City Council that approval of the Second Amendment to the Lease Agreement for the public facility known as the Ham House, according to the terms and conditions set out in the lease agreement and its amendments, is in the best interest of the City of Dubuque.

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

Section 1. The Second Amendment to the Lease Agreement by and between the City of Dubuque, Iowa and Dubuque County Historical Society for the Ham House, a copy attached hereto, is hereby approved.

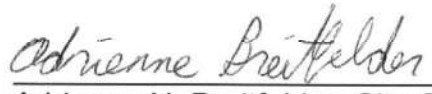
Section 2. That the Mayor is hereby authorized and directed to execute the Second Amendment to the Lease Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest his signature.

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

Passed, approved, and adopted this 2nd day of December 2024.


Brad M. Cavanagh, Mayor

Attest:


Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Letters of Support for an Iowa Redevelopment Tax Credit Application for Downtown Redevelopment Projects on a Grayfield Site
SUMMARY:	City Manager recommending City Council approve the submission of the letters of support to accompany an Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted for redevelopment of three downtown properties in Dubuque.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. 5th and Main St Project - Tax Credit Letter
4. 801 Jackson St Project - Tax Credit Letter
5. 1236-1248 Iowa St Project - Tax Credit Letter

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Letters of Support for an Iowa Redevelopment Tax Credit Application for Downtown Redevelopment Projects on a Grayfield Site

DATE: August 26, 2025

Economic Development Director Jill Connors is recommending City Council approve the submission of the letters of support to accompany an Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted for redevelopment of three downtown properties in Dubuque.

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

A Grayfield site is an abandoned public building or industrial or commercial property that meets certain requirements and then is eligible for tax credits of up to 12% of qualifying costs of a grayfield project and 15% if the project meets green building requirements.

The Program is capped at \$15 million per fiscal year with a maximum award of \$1.5 million per project.

Applications for this program are accepted by the State of Iowa on an annual basis, due by September 1st. The following projects have requested a letter of support from the City to accompany their application. This letter confirms the City's recognition that the property meets the state's definition of a grayfield site and that its redevelopment benefits the community.

5th & Main Street

This property has served as a surface parking lot for decades. The City of Dubuque and Gronen Development, Inc. entered into a Development Agreement on March 17, 2025 for the creation of 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units at an investment of approximately \$24,000,000 on this site. The property is located immediately west of the future John and Alice Butler School of Osteopathic Medicine being developed by the University of Dubuque. .

801 Jackson Street

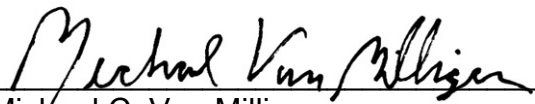
After closing its mill working operations decades ago, this property evolved into a hodgepodge of storage, bakery, and law office space that mostly sits abandoned. The City of Dubuque and Farley & Loetscher, LLC entered into a Development Agreement on September 5, 2023 for the creation of One Hundred Twenty-Six (126) rental residential units at an investment of approximately \$25,000,000 on this site.

1236-1248 Iowa Street

The Iowa Street Lofts project proposes to create 13 apartments in the mixed-use building immediately adjacent to City Hall. The Developer also intends to restore the commercial storefronts and exterior of the building. Economic Development staff have been in conversation with the Developer for several months to discuss the plans for this building and believe it will be eligible for several of our rehabilitation grant programs. The Developer intends to invest approximately \$2,500,000 in the project.

These projects align with the City's strategic goals of enhancing our urban core, expanding workforce housing, promoting walkable neighborhoods, and supporting local business growth.

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: Letters of Support for an Iowa Redevelopment Tax Credit Application for
Downtown Redevelopment Projects on a Grayfield Site

DATE: August 26, 2025

INTRODUCTION

This memorandum presents for City Council review letters of support to accompany an Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted for redevelopment of three downtown properties in Dubuque.

BACKGROUND

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

Brownfield Sites

Brownfield sites are abandoned, idled or underutilized industrial or commercial properties where real or perceived environmental contamination prevents productive expansion or redevelopment. Examples of brownfield sites include former gas stations, dry cleaners and other commercial operations that may have utilized products or materials potentially hazardous to the environment.

- Tax credits of up to 24% of qualifying costs of a brownfield project and up to 30% if the project meets green building requirements.

Grayfield Sites

A Grayfield site is an abandoned public building or industrial or commercial property that meets these requirements:

1. The property's infrastructure is outdated or prevents efficient use – site is vacant, blighted, obsolete, or otherwise underutilized.
 2. Property improvements and infrastructure are at least 25 years old AND one or more of the following conditions exists:
 - a. At least thirty percent of a building located on the property is available for occupancy and has been unoccupied for at least a year.
 - b. The assessed value of property's improvements has decreased by at least 25 percent.
 - c. The property is used as a parking lot.
 - d. Improvements on the property no longer exist.
- Tax credits of up to 12% of qualifying costs of a grayfield project and 15% if the project meets green building requirements.

The Program is capped at \$15 million per fiscal year with a maximum award of \$1.5 million per project.

DISCUSSION

Applications for this program are accepted on an annual basis, due by September 1st. The following projects have requested a letter of support from the City to accompany their application. This letter confirms the City's recognition that the property meets the state's definition of a grayfield site and that its redevelopment benefits the community.

5th & Main Street

This property has served as a surface parking lot for decades. The City of Dubuque and Gronen Development, Inc. entered into a Development Agreement on March 17, 2025 for the creation of 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units at an investment of approximately \$24,000,000 on this site. The property is located immediately west of the future osteopathic college.

801 Jackson Street

After closing its millworking operations decades ago, this property evolved into a hodgepodge of storage, bakery, and law office space that currently sits abandoned. The City of Dubuque and Farley & Loetscher, LLC entered into a Development Agreement on September 5, 2023 for the creation of One Hundred Twenty-Six (126) rental residential units at an investment of approximately \$25,000,000 on this site.

1236-1248 Iowa Street

The Iowa Street Lofts project proposes to create 13 apartments in the mixed-use building immediately adjacent to City Hall. The Developer also intends to restore the commercial storefronts and exterior of the building. Economic Development staff have been in conversation with the Developer for several months to discuss the plans for this building and believe it will be eligible for several of our rehabilitation grant programs. The Developer intends to invest approximately \$2,500,000 in the project.

These projects align with the City's strategic goals of enhancing our urban core, expanding workforce housing, promoting walkable neighborhoods, and supporting local business growth.

RECOMMENDATION

I respectfully request City Council approve the submission of the attached letters supporting the aforementioned applications for Iowa Redevelopment Tax Credits, confirming the City's recognition that the properties are eligible for the tax credit based on the state's definition of a grayfield site.



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

August 15, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility of the 5th and Main Street Project as Grayfield Site

The 5th & Main Street project in Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

The proposed multi-family and retail development will bring significant economic, social, and environmental benefits to our community while transforming an underutilized property in the heart of our city.

Located at the prominent intersection of 5th Street and Main Street in downtown Dubuque, the project will redevelop a surface parking lot site into a vibrant, mixed-use property that will provide quality housing options and new commercial opportunities. By revitalizing this location, the project aligns with the City's strategic goals of enhancing our urban core, expanding workforce housing, promoting walkable neighborhoods, and supporting local business growth.

The City of Dubuque recognizes the importance of public-private partnerships in advancing redevelopment efforts and applauds the developer's commitment to sustainable design, adaptive reuse, and community engagement. The Grayfield Redevelopment Tax Credit will serve as a critical financing tool to make this project financially feasible and ensure the timely completion of a development that will serve the community for decades to come.

We respectfully request your favorable consideration of this application. The City of Dubuque is committed to working collaboratively with the development team to ensure the success of the 5th & Main Project and to maximize its positive impact on our residents, downtown district, and regional economy.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period.

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>

August 21, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility of 801 Jackson Street as Grayfield Site

The Farley & Loetscher Manufacturing (“Wilmac”) building in Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

Per code definition, “Grayfield site” means an abandoned public building or an industrial or commercial property that meets the following requirements:

Requirement: The property has been developed and has infrastructure in place but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.

The Wilmac building overwhelmingly meets every one of the above criteria. In its current state, the building is best served as storage space which is an incredible shame to its legacy and potential. While the building contains some office space buildouts, the demand for this form office space in its obsolete and sparse condition is simply nonexistent.

Requirement: The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists: (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more. (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more. (3) The property is currently being used as a parking lot. (4) The improvements on the property no longer exist.

The extent of property “improvements” from its millworking days is made up of makeshift office spaces which comprise a very small percentage of the buildings’ square footage.

The buildings have been vacated for 12 months, and any (theoretical) immediate occupancy would realistically be a tenant seeking warehouse storage space, which would not be efficient or practical given the non-operating and out of date loading docks. The office space buildouts are obsolete, meaning the current leasehold “improvements” would first need to be demolished before the space is retrofitted with new construction in the unlikely event such a space was desired.

The Wilmac building came to life as one of the largest millworking manufacturing plants in the area. More recently, the building evolved into a hodgepodge of storage, bakery, and law office space that currently sits abandoned in the center of bustling activity and constant historic rehabilitation and modern transformation. The Wilmac building’s iconic ivy-covered brick walls serve as a hotspot for photographers to memorialize a wide range of life events for their clients from high school prom pictures to wedding day snapshots. The building deserves so much more than to exist as a backdrop for photoshoots.

The redevelopment of this property would significantly address Dubuque’s need for housing and continue the expansion of the symbolic Millwork District. Housing permits within the City of Dubuque have increased significantly between 2019-2021, yet new construction only makes up 0.76% of the existing of the total housing in Dubuque. An exceptional housing demand is marked by statistics regarding the days on market (DOM); from 2019-2021 there was an average DOM of 30 days which is significantly less than the state average at the same time.

The Wilmac building is an iconic structure within Dubuque’s revitalized Millwork District. If not renovated fully and properly, the building will continue to decline. The sizeable scope of work, unknown potential contaminants, and gaps in financing have been far too great for most developers to undertake. Given Conlon Construction’s skills and experience combined with the development abilities of Farley & Loetscher LLC’s management, the team has the expertise necessary to ensure a successful project outcome and has our full support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", with a stylized flourish at the end.

Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
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<http://www.cityofdubuque.org>

August 26, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility of the Iowa Street Lofts (1236-48 Iowa Street) Project as Grayfield Site

The Iowa Street Lofts project in Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2, and the City of Dubuque supports this project and application.

Per code definition, “Grayfield site” means an abandoned, idled, or underutilized industrial or commercial facility where expansion or redevelopment is complicated by real or perceived environmental contamination.

Per code definition, “Grayfield site” means an abandoned public building or an industrial or commercial property that meets all of the following requirements:

- a. The property has been developed and has infrastructure in place but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
 - (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
 - (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
 - (3) The property is currently being used as a parking lot.
 - (4) The improvements on the property no longer exist.

The Iowa Street Lofts infrastructure is outdated and prevents a better, more efficient use of the property. The building is blighted and underutilized with property improvements and infrastructure at least 25 years old. Over 30% of building has been vacant for over 12 months.

There are numerous areas of floor covering, adhesives and paint coatings with perceived environmental contamination.

The redevelopment of this property would create an impact on Dubuque's need for housing and restore a building in the heart of the city and centrally located within the Farmer's Market area and adjacent to City Hall.

Housing permits within the City of Dubuque have increased significantly between 2019-2021, yet new construction only makes up 0.76% of the existing of the total housing in Dubuque. An exceptional housing demand is marked by statistics regarding the days on market (DOM); from 2019-2021 there was an average DOM of 30 days which is significantly less than the state average at the same time. Cost overburdened renters and relatively low unemployment despite the Covid-19 pandemic, show a sustained need for workforce housing in the City of Dubuque.

The Iowa Street Lofts is a significant building within downtown area of Dubuque. If not renovated fully and properly, the building will continue to decline. This project will take historical preservation skill and grant source funding to be successful, and the proposed development group has the experience and expertise to complete the project. The Iowa Street Lofts has the potential to create dynamic housing solutions to support workforce growth and to invest in the historic fabric of our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period. The signature is stylized with a large loop at the beginning and end.

Jill Connors, Economic Development Director

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	Fly DBQ Rewards and Incentives
SUMMARY:	City Manager providing a flyer that highlights several reward and incentive programs available for flying out of the Dubuque Regional Airport.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. _FlyDBQ Rewards and Incentives Flyer

FLY DBQ REWARDS AND INCENTIVES



There are more reasons than ever to Fly DBQ! In addition to a convenient flight schedule, close location, free parking, smooth security and check-in process...there are several reward and incentive programs for you to consider.

Corporate Discount Program

Denver Air Connection's corporate discount program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air Connection flights. Eligible businesses can receive up to 20% off Denver Air fares for their first year in the program! To be eligible, businesses or organizations must purchase at least two round-trips per month. Visit [FlyDBQ.com/incentives](https://flydbq.com/incentives) to learn more.



Mile High Elite Rewards

With Denver Air Connections' Mile High Elite rewards program, every flight gets you closer to your next reward! Earn one point per flight purchased. Just six points earns a one-way reward ticket to any Denver Air Connection destination (except Telluride). Learn more at [DenverAirConnection.com/FQTV](https://denverairconnection.com/FQTV)



\$100 Rebate Program

Dubuque Initiatives is providing \$100 rebates to travelers who purchase tickets between **Aug. 11** and **Sept. 30, 2025**, on Denver Air Connection flights at the Dubuque Regional Airport. There are no restrictions on when the flights can be used, but tickets must be purchased in the stated timeframe.

To receive the rebate, travelers must present proof of purchase in the form of a ticket or invoice. For full details or to redeem the rebate, contact Greater Dubuque Development Corporation Vice President of Operations Karen Kluesner by emailing KarenK@GreaterDubuque.org

Closer. Quicker. Easier.



**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Greater Dubuque Development Corporation Wins International Economic Development Council Gold Award
SUMMARY:	City Manager providing a copy of a press release announcing that Greater Dubuque Development Corporation received a 2025 Excellence in Economic Development Gold Award from the International Economic Development Council (IEDC).
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 2025 iedc gold award_web story_08212025
2. TH_08212025_GDDC's broadband initiative earns international award

Greater Dubuque Development Corporation Receives 2025 Excellence in Economic Development Gold Award from the International Economic Development Council



Posted August 31, 2025. [Click to view online.](#)



IEDC's annual Excellence Awards honor the economic development organizations, government entities, initiatives, and programs that demonstrate consistent, exemplary performance in the profession.

Dubuque, IA – Greater Dubuque Development Corporation received a 2025 Excellence in Economic Development Gold Award from the International Economic Development Council (IEDC). The award was bestowed for the organization's work in the Innovative Economic Development category that impacted 25,000-200,000 residents. Greater Dubuque Development will be acknowledged and honored at the IEDC 2025 Annual Conference in Detroit, Michigan, September 14-17, 2025.

"Greater Dubuque Development Corporation is leading the field of excellence in economic development with its Dubuque Broadband Acceleration Initiative project/program. This award shines a spotlight on Greater Dubuque Development Corporation's commitment to its community and showcases the significant impact of economic development," said Nathan Ohle, IEDC President and CEO. "IEDC is honored to present this award to Greater Dubuque Development Corporation to celebrate both their leadership and innovation in the field."

Each year, IEDC honors economic development organizations, government entities, initiatives, and programs that consistently demonstrate excellence in the field. The honorees lead transformational projects that revitalize communities and advance the practice of economic development.

"Greater Dubuque Development is honored to receive this recognition and accept this award on behalf of all of the partners whose leadership and collaboration made the Dubuque Broadband Acceleration Initiative possible," said Rick Dickinson, President & CEO of Greater Dubuque Development. "By working alongside the City of Dubuque, ImOn Communications, and other key stakeholders, we have demonstrated how public-private partnerships can deliver innovative infrastructure solutions that strengthen our economy and improve our quality of life. This initiative reflects our steadfast commitment to ensuring that **YOU can be great here.**"

About Greater Dubuque Development Corporation

Greater Dubuque Development Corporation is a private, non-profit economic development organization dedicated to enhancing the economic vitality of the Greater Dubuque region through business retention and expansion, workforce solutions, and strategic initiatives. Since our founding in 1984, our mission is to ensure that Greater Dubuque region continues to be a place where businesses and families thrive.

About the International Economic Development Council

The International Economic Development Council (IEDC) is a non-profit, non-partisan membership organization serving economic developers. With thousands of members, IEDC is the largest organization of its kind. Economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base. From public to private, rural to urban, and local to international, IEDC's members engage in a full range of economic development practices. Given the breadth of economic development work, our members are employed in various settings, including local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions. When we succeed, our members create high-quality jobs, develop vibrant communities, and improve the quality of life in their regions. Learn more at <https://www.iedconline.org/>.

https://www.telegraphherald.com/news/tri-state/article_382eae62-0c88-48d5-aeb1-31f48fa7bf22.html

GDDC's broadband initiative earns international award

Telegraph Herald
Aug 21, 2025



For the second year in a row, a Dubuque-area economic development group has received international recognition for its efforts to improve quality of life in the area.

Greater Dubuque Development Corp. received a 2025 Excellence in Economic Development award from International Economic Development Council for its Broadband Acceleration Initiative. GDDC will be recognized at the international group’s annual conference in Detroit this September.

“Greater Dubuque Development is honored to receive this recognition and accept this award on behalf of all of the partners whose leadership and collaboration made the Dubuque Broadband Acceleration Initiative possible,” said Rick Dickinson, GDDC president and CEO.

GDDC received the recognition in the IEDC’s public-private partnership category aimed at projects affecting populations between 25,000 and 200,000 residents. The honorees lead transformational projects that revitalize communities and advance the practice of economic development.

“Greater Dubuque Development Corporation is leading the field of excellence in economic development with its Dubuque Broadband Acceleration Initiative project/program,” said Nathan Ohle, IEDC president and CEO. ”This award shines a spotlight on GDDC’s

commitment to its community and showcases the significant impact of economic development.”

In 2024, GDDC was recognized by the same group for its collaborative efforts to increase the availability and accessibility of local child care.

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE:	Welcome College Students Video
SUMMARY:	A video produced by the City's Media Services division, featuring a welcome message from Mayor Cavanagh and highlights of life in Dubuque, will be played as part of the Welcome Students campaign organized by Greater Dubuque Development Corporation and the local Community of Colleges.
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	
	1. Presentation



Greater Dubuque
DEVELOPMENT CORP.

Outreach & Engagement with Higher Education Institutions

YOU can be great here.



Higher Education Outreach

- **Welcome Student Campaign**

- **Letter from Mayor** to households of first year and new transfer students (July)
- **City proclamation** recognizing impact of Community of Colleges (July)
- **Welcome messaging** during College Visit week
- **Video via email from Mayor** to all students (September)



YOU can be great here.

Higher Education Outreach

- Annual Publication of Skills Gap Analysis for the Greater Dubuque Region
- Provide support and serve as resource for Career Services staff at regional institutions
- Promote and support Jule fare waiver for local college students
- Serve on committee for Community Foundation of Greater Dubuque's International Student Retention outreach and welcome event



Higher Education Outreach

- **YOU can be great here** Community of Colleges event series
 - 2025-2026 series includes 2 career fairs and 3 social events
- **Talent Dubuque:** An Intern Engagement summer program
- **Hello! Dubuque** event at University of Northern Iowa
- **AccessDubuqueJobs.com**



YOU can be great here.

**City of Dubuque
City Council**

CLOSED SESSION #

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

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None