CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
September 15, 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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www.CityOfDubuque.org/VirtualMeeting
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Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:15 PM - Serve Dubuque Update
Community Impact staff will present on the Serve Dubuque program.

5:45 PM - Imagine Dubuque Update
Planning Services staff will present an update on the implementation of the Imagine Dubuque plan.

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. **National See Tracks? Think Train Week (September 15 - 21, 2025)**
   On behalf of CN Railroad North America.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of August 27, September 2, and September 4, 2025; Arts and Cultural Affairs Advisory Commission of July 29, 2025; Community Development Advisory Commission of July 16, 2025; Civic Center Advisory Commission of June 2, 2025; Housing Trust Fund Advisory Committee of September 12, 2024 and August 28, 2025; Investment and Cash Management Oversight Advisory Commission of April 25, 2025; Library Board of Trustees of July 24 and August 20, 2025; Resilient Community Advisory Commission of August 7, 2025; Zoning Advisory Commission of August 6, 2025; Zoning Board of Adjustment of July 24, 2025; Proof of Publication of City Council Proceedings of August 4 and August 18, 2025.
   Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**
   Tim Hitzler for property damage; Daniel Reich for vehicle damage; Alex Stein 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: Key City Creative Center for property damage; Daniel Reich for vehicle damage; Alex Stein for vehicle damage.
   Suggested Disposition: Receive and File; Concur

4. **Approval of City Expenditures**
   City Manager recommending City Council approval for payment of City expenditures.
   RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
   Suggested Disposition: Receive and File; Adopt Resolution(s)

5. **Bunker Hill Foundation Repair Project Acceptance**
   City Manager recommending City Council adopt the attached resolution to accept

the Bunker Hill Foundation Repair Project and authorize the payment of the contract amount of $290,647.21 to Tricon General Construction, Inc.
RESOLUTION Accepting The Bunker Hill Foundation Repair Project And Authorizing The Payment Of The Contract Amount To The Contractor
Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Adoption of Supplement Number 2025 S-17 to the City of Dubuque Code of Ordinances**
City Clerk recommending approval of the resolution adopting Supplement No. 2025 S-17 as part of the Code of Ordinances of the City of Dubuque.
RESOLUTION Adopting Supplement No. 2025 S-17 To The Code Of Ordinances Of The City Of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Updated Boards and Commissions Application**
City Clerk providing an updated version of the application for boards and commissions and the discontinuation of optional demographic data collection.
Suggested Disposition: Receive and File

8. **Final Plat Oakland Ridge Estates Plat 2**
City Manager recommending City Council adopt a resolution for the Final Plat of Oakland Ridge Estates Plat 2 subject to allowing 22-foot paving width for Lauren Ridge, Alea Lane, and Kylin Lane, and subject to waiving Section 11-20 Water Supply, 11-21 Sanitary Sewer, 11-23 Obligation to Install Improvements, and 11-24 Improvement Guarantees.
RESOLUTION Approving The Final Plat Of Oakland Ridge Estates Plat 2, Dubuque County, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

9. **September Utility Bill Insert: Parks and Recreation "Let's Go" Fall Programs and Events**
City Manager providing a copy of the "Let's Go" Fall Programs and Events flier promoting Parks and Recreation Department programs and events that will be distributed with City utility bills from September 17 through October 8.
Suggested Disposition: Receive and File

10. **City of Dubuque Patent**
City Manager providing information on the patent that has been granted to the City as the applicant/assignee and Water Resources Project Supervisor Todd Irwin is listed as the inventor.
Suggested Disposition: Receive and File

11. **Southwest Arterial / US52 Corridor Right-of-Way Survey & Replat: AECOM - Consultant Services Supplemental Agreement No. 2**
City Manager recommending City Council authorize the City Manager to execute the Consultant Professional Services - Supplemental Agreement with AECOM

Technical Services, Inc. to complete land survey and replating of property along the Southwest Arterial / US52 Corridor from US Highway 20 to US Highway 61 / 151 to allow for the roadway and interchange property to be conveyed from the City to the State of Iowa.
RESOLUTION Approving The Consultant Professional Services - Supplemental Agreement No. 2 Between AECOM Technical Services, Inc. And The City Of Dubuque To Complete Land Survey And Replating Of Property Along The Southwest Arterial / US52 Corridor From US Highway 20 To US Highway 61 / 151
Suggested Disposition: Receive and File; Adopt Resolution(s)

12. **Signed Contract(s)**
Advantage Sheet Metal, Inc for Services Repairs for Transportation Services Department; A & G Electric for Service Repairs to Buildings for Transportation Services; All Star Environmental for Asbestos Removal at Fire Headquarters; Communications Engineering Company for City of Dubuque - Fiber Terminations at MFC; Dorner Company for Cla-Val Link2Valves Inspection/Cataloging; Dubuque Sign Company for Sign Replacement / Repairs for Transportation Services; Fransyl Equipment for Equipment Inspection & Repairs; Geisler Brothers Company for Hvac Repairs/Service to Buildings for Transportation Services; Grandview Painting for Interior Painting for Fire Headquarters; Haasco Ltd. for HVAC Replacement at Fire Hdq.; Jaeger Plumbing and Pump, Inc. for Environmental One (E-ONE) Sewage Pump Service Contract; Jaeger Plumbing and Pump, Inc. for Transportation - Service Repairs for Plumbing; Kinsella Concrete Construction for Concrete Replacement - Town Clock Plaza Area 6th and Main St.; MacQueen for Various repairs and service to fire equipment; Molo Plumbing & Heating for Plumbing Repairs to Buildings for Transportation Services; Woodman Controls Company for the Port Ramp Tech Support / Service Calls.
Suggested Disposition: Receive and File

13. **Improvement Contracts / Performance, Payment, and Maintenance Bonds**
Eastern Iowa Excavating & Concrete, LLC for the Auburn-Custer Utility and Roadway Reconstruction; Top Grade Excavating, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 2; Tschiggfrie Excavating for the North Schmitt Island Collection System Project - Contract #1.
Suggested Disposition: Receive and File; Approve

14. **Request to Temporarily Increase WRRC Employee Complement to add an Equipment Mechanic**
City Manager recommending City Council authorization to temporarily increase the Water & Resource Recovery Center’s (WRRC) authorized employee complement by one Equipment Mechanic position.
Suggested Disposition: Receive and File; Approve

15. **Authorization to Submit FY25/PY24 Community Development Block Grant CAPER**
City Manager recommending City Council adopt a resolution authorizing

submission to HUD of the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2024, through June 30, 2025.
RESOLUTION Authorizing The Submission Of A Consolidated Annual Performance And Evaluation Report (CAPER) For The Period Commencing July 1, 2024 And Concluding June 30, 2025
Suggested Disposition: Receive and File; Adopt Resolution(s)

16. **Lease Agreement with Hawkeye Area Community Action Program**
City Manager recommending City Council approval of the attached agreement between the City of Dubuque and Hawkeye Area Community Action Program (HACAP).
RESOLUTION Approving The Lease Agreement By And Between The City Of Dubuque And Hawkeye Area Community Action Program For Real Property Located On Central Avenue
Suggested Disposition: Receive and File; Adopt Resolution(s)

17. **Request for City Council Ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 Collective Bargaining Agreement**
City Manager recommending City Council ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) Collective Bargaining Agreement that became effective July 1, 2024.
Suggested Disposition: Receive and File; Approve

18. **City Attorney's Office Restructure, State Law Impacts**
City Manager recommending City Council approval of the City Attorney’s Office restructuring plan.
Suggested Disposition: Receive and File; Approve

19. **City Manager Retirement - June 2027**
City Manager sharing correspondence to the City Council regarding plans to retire as City Manager of Dubuque in June 2027.
Suggested Disposition: Receive and File

20. **Iowa Economic Development Authority Workforce Housing Tax Credit Awards - Two Awards in Dubuque**
City Manager sharing information on Iowa Economic Development Authority Workforce Housing Tax Credit Awards, with Dubuque receiving two awards totaling $2 million and tying with Council Bluffs for the highest awards.
Suggested Disposition: Receive and File

21. **Approval of Retail Alcohol Licenses**
City Manager recommending City Council approval of retail alcohol licenses as submitted.
RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations,

Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
Suggested Disposition: Receive and File; Adopt Resolution(s)

ITEMS SET FOR PUBLIC HEARING

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

1. **Resolution Setting Public Hearing to Adopt a Lake Ridge Urban Revitalization Plan**
   City Manager recommending City Council adopt the attached resolution setting a public hearing for October 6, 2025, to consider approval of the proposed Lake Ridge Urban Revitalization Plan.
   RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa, Finding An Area Referred To As The Lake Ridge Urban Revitalization Area Hereinafter Described, Appropriate For Public Improvements Related To Housing And Residential Development And Construction Of Residential Development, Including Single Or Multifamily Housing Necessary In The Interest Of Public Health, Safety, Or Welfare Of The Residents Of The City And Setting A Public Hearing On Creation Of The Lake Ridge Urban Revitalization Area
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

2. **Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement**
   City Manager recommending City Council set a public hearing for October 6, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement.
   RESOLUTION Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Outfly Development, LLC Pursuant To A Development Agreement By And Between The City Of Dubuque, Iowa And Outfly Development, LLC And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Development Agreement Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations To Outfly Development, LLC And Providing For The Publication Of Notice Thereof
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

3. **Initiate Public Bidding Process and Setting Date for a Public Hearing for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project**

City Manager recommending City Council adopt a resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for October 6, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of $2,950,000.00 for the 2025 Water & Resource Recovery Center Motor Control Center (MCC) Communications and PLC Upgrades project.
RESOLUTION To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, and the taking of bids therefor
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

4. **Proceedings to Set Public Hearing on October 6, 2025 for the Issuance of Not to Exceed $2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main**
City Manager recommending that a public hearing be set for October 6, 2025, on the issuance of a not to exceed $2,330,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the North English Road Water Main.
RESOLUTION To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,330,000
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 Brotherton)
Applicant:
Ron Vaughn, 2973 Castle Wood Ln.

Investment and Cash Management Oversight Advisory Commission
One, 3-Year term through July 1, 2028 (Vacant term of Merritt)
Applicant:
Daniel Scott, 2435 Kaufmann Ave.

2. **Boards and Commission Appointments**
Appointments to the following commissions to be made at this meeting.

Airport Commission
One, 4-Year term through September 14, 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. **Request to Conditionally Rezone Property at West 32nd Street**
   Proof of publication on notice of public hearing to consider a request from Sherry Ehrlich to rezone property at West 32nd Street - PIN 1016227007, from R-1 Single-Family Residential to ORc Office Residential with conditions, and Zoning Advisory Commission recommending approval.
   ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 3185 West 32nd Street (PIN 1016227007) From R-1 Single-Family Residential District To OR Office Residential District With Conditions As Established In The Attached Memorandum Of Agreement
   Suggested Disposition: Receive and File; Motion B; Motion A

2. **Request to Rezone Property at the Northwest Corner of Key Way Drive and Keystone Drive**
   Proof of publication on notice of public hearing to consider a request from Gregory Williams to rezone property located at the northwest corner of Keystone Drive and Key Way Drive (PIN 1021408022) from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district, and Zoning Advisory Commission recommending approval.
   ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At The Northwest Corner Of The Intersection Of Keystone Drive And Key Way Drive (PIN 1016227007) From R-2 Two-Family Residential District To R-3 Moderate Density Multi-Family Residential District
   Suggested Disposition: Receive and File; Motion B; Motion A

3. **Request to Rezone Property at 1550 Elm Street and 411 East 15th Street**
   Proof of publication on notice of public hearing to consider a request from the City of Dubuque to rezone property located at 1550 Elm Street (PIN 1024283003) and 411 East 15th Street (PIN1024283004) from HI Heavy Industrial to C-4 Downtown Commercial zoning district, and Zoning Advisory Commission recommending approval.
   ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 1550 Elm Street (PIN 1024283003) And 411 East 15th Street (PIN

1024283004) From HI Heavy Industrial District To C-4 Downtown Commercial District
Suggested Disposition: Receive and File; Motion B; Motion A

4. **Approving a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement**
   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 Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval.
   RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Adam Vogel Building, LLC For The Redevelopment Of 1701 Central Avenue, Including The Issuance Of Urban Tax Increment Revenue Obligations
   Suggested Disposition: Receive and File; Adopt Resolution(s)

5. **Approving a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement**
   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 ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval.
   RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And ASJS Properties, LLC For The Redevelopment Of 1913 Jackson Street, Including The Issuance Of Urban Tax Increment Revenue Obligations
   Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement**
   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 Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval.
   RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Dubuque Initiatives 1700, LLC For The Redevelopment Of 1739- 1763 Central Avenue, Including The Issuance Of Urban Tax Increment

Revenue Obligations
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. **Notice of Award and Request to Execute Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy (ORLP) Grant**
   City Manager providing information on the award of the $1,980,698.75 Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant and recommending City Council approve and execute the grant agreement.
   Suggested Disposition: Receive and File; Approve

2. **Commercial Air Service Minimum Revenue Guarantee**
   City Manager providing an update on efforts related to commercial air service and to request City Council approval to commit additional funds for the minimum revenue guarantee needed to maintain the existing daily commercial air service at the Dubuque Regional Airport.
   Suggested Disposition: Receive and File; Council Direction

3. **Award of Public Improvement Construction Contract for Rustic Point Park Development Project**
   City Manager recommending City Council adopt a resolution to approve the Rustic Point Park Development Project and award the Public Improvement Construction Contract for the project in the amount of $212,130.10 to Eastern Iowa Excavating and Concrete, LLC.
   RESOLUTION Awarding The Public Improvement Construction Contract For The Rustic Point Park Development Project
   Suggested Disposition: Receive and File; Adopt Resolution(s)

4. **Update of the Sustainable Dubuque Community Grant Program**
   City Manager recommending City Council approval of changes to the guidelines and application process for Sustainable Dubuque Community Grant program, to comply with Iowa State Law (House File 856, Chapter 19, passed in May 2025), effective immediately.

Suggested Disposition: Receive and File; Approve

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

The agenda with supporting documents may be accessed at www.cityofdubuque.org or at the City Clerk's Office at ctyclerk@cityofdubuque.org or by mail to 50 W. 13th Street, during regular business hours.

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

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

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

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September 15, 2025

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE: 5:15 PM - Serve Dubuque Update

SUMMARY: Community Impact staff will present on the Serve Dubuque program.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Presentation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session for Serve Dubuque Initiative

DATE: September 9, 2025

Community Impact Director Antonio Mouzon is sharing information for the September 15, 2025, 5:15 pm Work Session Serve Dubuque Initiative. The session will highlight the development, implementation, and outcomes of this new program.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Antonio Mouzon, Community Impact Director

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Antonio Mouzon, Community Impact Director

SUBJECT: Work Session for Serve Dubuque Initiative

DATE: September 9th 2025

INTRODUCTION

This memorandum is to inform you that staff will present on the Serve Dubuque program at the upcoming City Council Work Session on September 15, 2025, at 5:15 p.m. The session will highlight the development, implementation, and outcomes of this new program.

BACKGROUND

In summer 2025, the City lost AmeriCorps grant funding that previously supported the Summer Teen Empowerment Program at the Multicultural Family Center along with other youth serving initiatives throughout the community. In response, the Community Impact Department, in partnership with the Multicultural Family Center, developed and launched the Serve Dubuque program to ensure teens continued to have opportunities for growth, engagement, and leadership.

Serve Dubuque is a six-week, no-cost summer teen service leadership initiative designed to:

- Strengthen teens' civic and community engagement.
- Build health literacy and employability skills.
- Provide meaningful opportunities for teens to contribute to Dubuque's vibrancy and connectedness.
- Provide financial support to teens throughout the summer
- Fulfill high school credit hours

DISCUSSION

During the work session, we will provide:

- An overview of the program's design and partnerships.
- Data and outcomes from the 2025 program.
- Anecdotal stories highlighting teen impact and community contributions.

This presentation will demonstrate how the Serve Dubuque Initiative not only filled the gap left by the loss of AmeriCorps support during the summer, but also illustrate a sustainable model for future youth engagement in service and leadership.

ACTION REQUESTED

This information is being submitted for information only, with no current action required.

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

Serve Dubuque
MFC
Multicultural
Family Center
Ruby Sutton Building
2025



Serve Dubuque Teens

OFFICE OF COMMUNITY IMPACT DEPARTMENT

PLANTING SEEDS OF SERVICE

THROUGH

PROGRAMS PARTNERSHIPS AND OPPORTUNITIES





PARTNERS AND PROJECTS

Design

Engage youth development, following the 21st Century Iowa Academic Standards. Made possible with support from Multicultural Family Center Board through funding from Fortrex Sponsorship. City Staff led the connection between Academic Standards and City Goals and Priorities. The focus was to add more teen contributions to a vibrant and connected community while gaining employability skills and civic participation.

Our Solution

6 week Service Program focused on Civic and Health LIteracy.

- Dubuque Regional Humane Society and Animal Control
- Mississippi River Clean Up and Water Quality Testing
- Eagle Point Park Weed Abatement, Trail Maintenance
- Dubuque Metropolitan Solid Waste Landfill
- City Girl Farming Weed pulling
- Community and Park Trash Clean Up
- City of Dubuque Engineering - Safe Routes

IMPACT AT A GLANCE

SERVICE HOURS INVESTED IN OUR COMMUNITY

MORE THAN

60 x **14** = **840**

SERVICE HOURS CONTRIBUTED BY EACH STUDENT

STUDENTS INVESTED IN THE PROGRAM

TOTAL HOURS INVESTED IN OUR COMMUNITY!

FINANCIAL INVESTMENT

$7,000

DONATED BY FORTREX

INVESTED BACK INTO OUR YOUTH!

COMMUNITY IMPACT

$25,166.40



2024 Value of Volunteer Time Report, independentsector.org.



How do you get to where you are going?

What information can we use to make it safer?





What areas do YOU want to improve?



Traffic Operations Center



Int. improvements
.5 pts III

Road repair
.5 pts int + Garfield II
- Kirkwood
- Elm
- N Locust + 17th
- Merz/Windsor

Sidewalk
- W 18th - Central
- Radford Rd
- O'neill (finishing)

Stairs
- Foye St (Dollar Gen.)



Crosswalk
- JFK - Van Buren
- Hacker Dr - Kennedy Mall
- Millwood
- Merz/Windsor
- Jackson + 13th
- Asbury + Clarke/Hillcrest

- Madison + 17th
Bus Stop - Kirkwood (yield sign)
parking - Merz
One-way/wrong way

- Grant Park
traffic flow

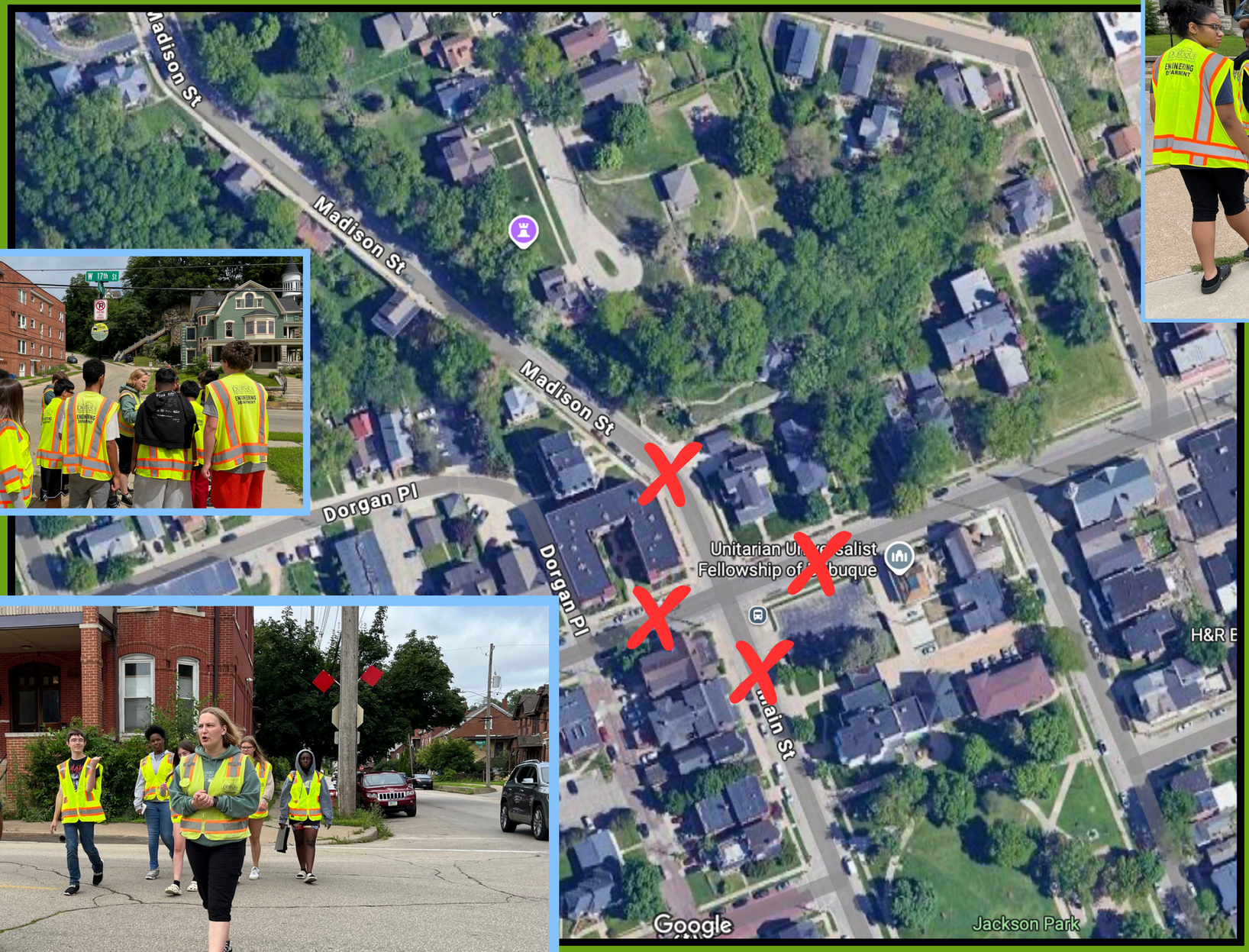
Sutton Pool
parking lot
- Arrows/Symbols parking lot



WHERE AM I? HOW CAN I GET TO THE MALL?



Can we make this safer for students, cars & buses?





Uphill: 30-34 mph

Downhill: ~30 mph

Main St: ~1600 vpd

W 17th St: ~4000 vpd

✗ = traffic counter



"Oh, I can't see up the hill"





"Oh, I can't see up the hill"


TEEN
NIGHTS
No food or
drinks beyond
this point
THE CITY OF
DUBUQUE
Masterpiece on the Mississippi
ENGINEERING
DEPARTMENT

STUDENT OUTCOMES

Connection

CIVIC PARTICIPATION



Learn Dubuque

STUDENT-LED ACTIVITIES LEARNING ABOUT NEW PLACES IN DUBUQUE. SOME TIME ON THE JULE TOO!

Service Hours

ALL PARTICIPANTS SERVED OVER 60 HOURS.

School Credit

100% OF PARTICIPATNTS ELIGIBLE FOR ONE HIGH SCHOOL CREDIT

STUDENT AND COMMUNITY INSIGHT

Participating in trash clean up is a surprisingly effective way to improve both physical and mental well being.

Helping the community may make you feel better about yourself.

Teamwork skills and collaboration .

Fresher food can be healthier for our bodies.

“I got my own gardening equipment and started taking responsbilitiy for pulling weeds at my house.”

Let’s hear from them!

Unsafe conditions when people walk in the street. I use bike lanes when there are some.

“Great job! Thanks for cleaning up!”
-Community Member

Fundamental beliefs and values that guide how citizens interact with their government and community.



THANK YOU TEENS!



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September 15, 2025

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE: 5:45 PM - Imagine Dubuque Update

SUMMARY: Planning Services staff will present an update on the implementation of the Imagine Dubuque plan.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Collective Impact Model Infographic
4. Imagine Dubuque - Council Update
5. Presentation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session on Imagine Dubuque: Implementation

DATE: September 10, 2025

Planning Services Director Wally Wernimont is providing information for the 5:45 pm September 15, 2025, Work Session on Imagine Dubuque Implementation, update on the implementation of the plan and to review the plan prior to goal setting.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director
Jason Duba, Assistant Planner

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

SUBJECT: Work Session on Imagine Dubuque: Implementation

DATE: September 9, 2025

INTRODUCTION

This memo transmits a packet of information for the upcoming September 15, 2025 City Council Work Session on Imagine Dubuque Implementation. The work session is to update the City Council on the implementation of the plan and to review the plan prior to going into goal setting. In addition to myself, Project Manager Jason Duba will be presenting before the City Council.

BACKGROUND

Imagine Dubuque 2037: A Call to Action is the City's 2017 Comprehensive Plan. The comprehensive plan serves as a guide for the community's physical, social, and economic development. Comprehensive plans are policy guides. Unlike zoning or city codes, they are not regulatory in purpose or application.

Information in the Imagine Dubuque Comprehensive Plan is used in many facets of city life. Of greatest note is its role in informing City Council goal setting, annual budget priorities, and land use decisions.

Engaging the community in a conversation about the future of Dubuque was at the core of the Imagine Dubuque process. We inclusively engaged 6,000 people, generating 12,500+ ideas. Ideas were narrowed into themes in 7 plan categories to create 110 community recommendations.

The 7 plan categories are: Economic Prosperity, Sustainable Environment, Social & Cultural Vibrancy, Healthy Neighborhoods & Housing, Community Facilities, Transportation & Mobility, and Land Use.

DISCUSSION

The vision of making Dubuque a more viable and livable community requires the entire community working together towards common goals. Enclosed is the dashboard showing the status of each of the 110 recommendations, as assigned and described by the Coordinators. Coordinators are the assigned subject experts who track progress

and challenges, while identifying metrics and stories that can help inform the community of the status of their plan.

This progress is displayed on the City of Dubuque website at cityofdubuque.org/imaginedubuque.

Staff is currently working with Connectors and Coordinators to identify Champions of the plan. Champions can be people, organizations, events, projects, programs and initiatives.

The attached Organizational Chart further defines the roles and structure of the Imagine Dubuque Implementation model. Staff will utilize the Work Session as an opportunity to re-familiarize Council Members with the plan in light of the role it plays in the upcoming City Council goal setting.

Staff will also present the Imagine Dubuque Website that has been updated to provide tracking progress on implementation of the plan.

REQUESTED ACTION
This information is being provided as an update; no further action is required at this time.

Enclosures:
- Recommendations Status tracked in AchieveIt
- Organizational Chart: Roles & Responsibilities

cc: Jason Duba, Assistant Planner

Imagine Dubuque Implementation: Roles + Responsibilities

A Common Agenda



City Department Managers

- Role is informational & referral
- Connect with Community Coordinators, City government, partners, and/or community
- Participate in quarterly Imagine Dubuque Implementation meetings
- Track through 'equity lens'
- Share data and progress metrics from Coordinators and Champions with City Council to showcase success measures

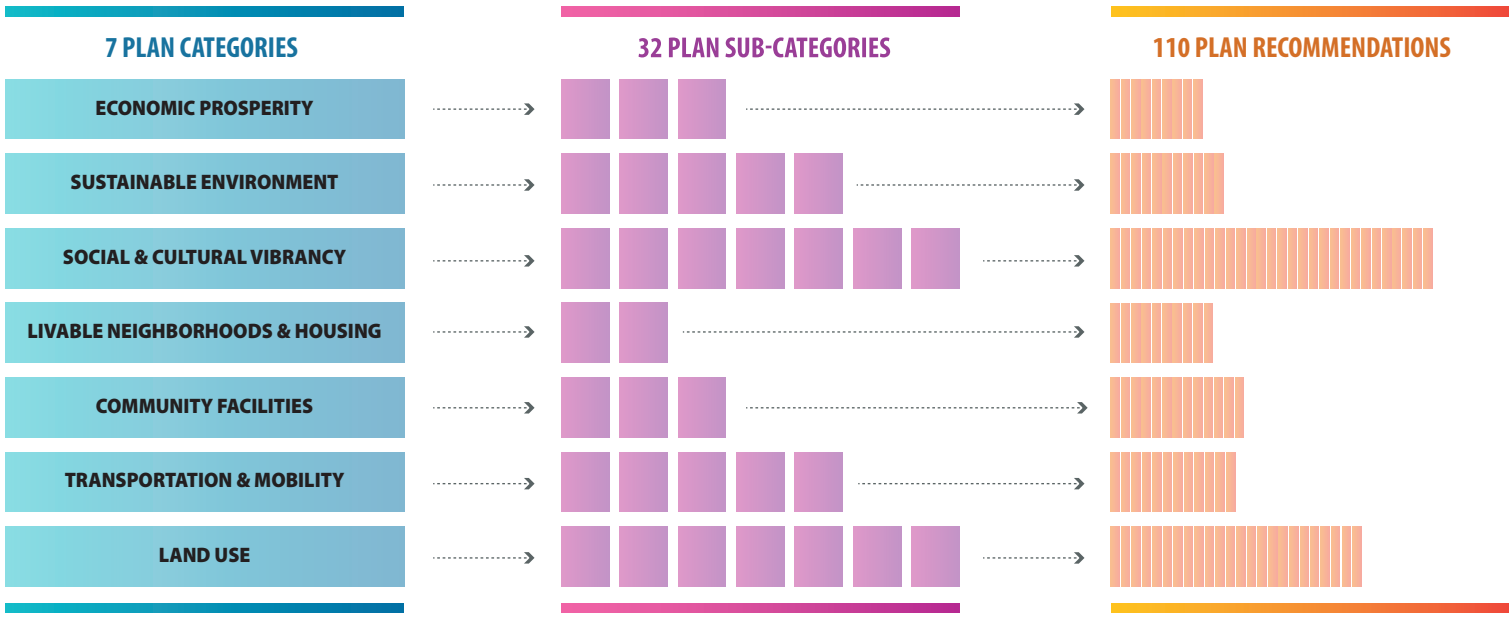
City Leadership Team + Community Partners

- Role is to provide input and effort to Champions to identify a path forward, help remove obstacles, and successfully achieve subcategory goals
- Define what metrics will be collected to measure progress / equity indicators
- Coordinate with Connectors, Champions, Government, Partners, Community

Individuals, City Staff + Community Partners

- Role is implementation of projects, programs, events, initiatives, and efforts that help meet the 110 recommendations
- Define what metrics will be collected to measure progress / equity indicators
- Determine what "success" looks like for each project and initiative
- Track progress and share with associated Community Coordinator

Mutually Reinforcing Activities // Shared Measurement System



BACKBONE SUPPORT ORGANIZATION | CITY OF DUBUQUE

Connectors Contact Information



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TRANSPORTATION & MOBILITY

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LIVABLE NEIGHBORHOODS & HOUSING

Housing & Community Development Director
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LAND USE

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SUSTAINABLE ENVIRONMENT

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Sustainability Director
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gbell@cityofdubuque.org

COMMUNITY FACILITIES

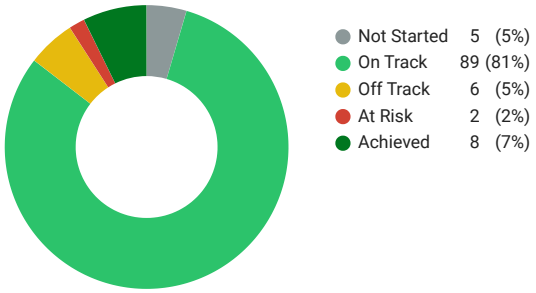
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CITY OF DUBUQUE

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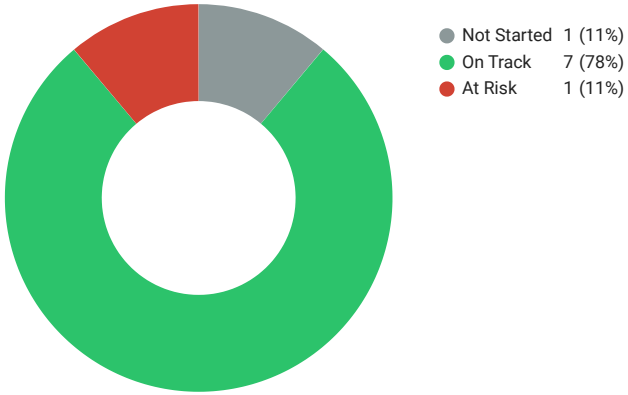
Imagine Dubuque | Council Update

Imagine Dubuque Overview - 110 Recommendations



Economic Prosperity

Economic Prosperity Overview



Legend

The following status definitions are used to provide an update on progress toward Imagine Dubuque's recommendations.

In Progress Statuses:

On Track: Recommendation implementation is moving forward, with **multiple actions** in motion and **steady progress** being made towards realizing the recommendation, or recommendation implementation **is ongoing** with continuity and growth in progress.

Off Track: Recommendation implementation is in the **early stages** of moving forward by way of active organizing, connecting with partners, planning and data collection, and/or a few early action items.

At Risk: Recommendation implementation has **not yet begun, has a roadblock or made little progress.** Needs will vary and may include funding, coordination, time, and staffing.

Not Started: Work on this recommendation has not begun.

Completed Status:

Achieved: Recommendation has been **completed** and work on it has ended.

Employment Recommendations

#	Name	Status	Assigned To	Last Comment
1.1.1	Continue ongoing efforts to diversify Dubuque's economy, including all sectors and all employment types and categories.	On Track	Jason White	FY 23-24 CAPITAL PROJECT EXPANSIONS TOTAL 5 New Expansions 72 New Jobs 82,000 New Space (sq. ft.) $46,905,000 Investment Behnke Enterprises, Inc. | HODGE | Crown Cork & Seal | Vanguard Enterprises | WHKS & Co.
1.1.2	Convene local employers attracting talent from elsewhere and from the region, identify successes and challenges based upon local employer experiences, and develop a comprehensive 'hyper-local' approach to overall diverse talent attraction and development, including a local talent pipeline.	On Track	Jason White	Tri-State Veterans Network Meeting Thursday, January 25, 2024 – 5:30 to 7:30 p.m. AccessDubuqueJobs.com Career Fair - Platteville Tuesday, January 30, 2024 – 3:00 to 6:00 p.m. Distinctively Dubuque Session 1-January 31 to February 28, 2024 HR Cohort Tuesday, February 6th from 8 – 9:30a.m. o Colleen Callahan, Director of US Support Operations with PBS Systems o Mitch Frank, Recruiting Specialist for Dupaco Community Credit Union o Joe Vermeulen, Assistant HR Manager for Molo Companies
1.1.3	Continue to strengthen existing start-up business and entrepreneurial programming to develop a comprehensive entrepreneurial eco-system. This system should include programs and resources, including funding, for entrepreneurs through Stage 2 growth.	At Risk	Jill Connors	As mentioned in other small business-related line items, the small business grant program funding is no longer available, so new ways would need to be found in order to achieve this goal.
1.1.4	Continue the current work of Inclusive Dubuque, also formulating strategies to enhance economic resiliency and mitigate the impact of economic disruptions locally.	On Track	Alex Baum	Continued to hold meetings for Envision Dubuque and other equity-focused initiatives. Continued to hold meetings for the Better Together Committee, which includes helping businesses better retain members of immigrant populations, improved navigation of systems, and helping reduce chronic absenteeism. Continued to hold regular meetings of the Attendance Matters Local College Access Network (LCAN) focused on improving attendance and addressing chronic absenteeism, especially for underserved populations. Continued to update a medical interpreter database in partnership with the Dubuque County Health Department, which provides a list of both Marshallese and Spanish interpreters for local healthcare providers and businesses. Have expanded the navigator resource group meeting in partnership with the Visiting Nurse Association, and helped connect international students to businesses at the AccessDubuqueJobs career fair. Worked to address concerns for local immigrant families by sharing information and connections to legal experts, identifying funding to help families in crisis, and coordinating local needs. Continued the work of Envision 2030, a community visioning program aimed at identifying impactful projects through community engagement that Dubuque can work to achieve. Continued to partner with the City of Dubuque in the CFLeads Economic Mobility Action Network cohort, which works to deepen economic mobility work in Dubuque. Continued to present findings from the Community Equity Profile, and the Immigration Community Assessment to local partners. Have begun developing the 2025 Data Walk.

Housing Recommendations

#	Name	Status	Assigned To	Last Comment
1.2.1	Work with local residential realtors to understand why families choose or do not choose Dubuque when purchasing a new home. Once understood, use this data to identify suitable development sites for new homes.	Not Started	Alexis Steger	Staff is still projecting to work on this effort in FY 26.
1.2.2	Foster the development of new and additional housing products in suitable locations	On Track	Alexis Steger	The city has exceeded the number of housing units for projected need, should all proposed developments come to fruition. Typically, several proposed developments do not move forward, so the City continues to offer incentives in the form of Tax Increment Financing. The State Legislature has proposed

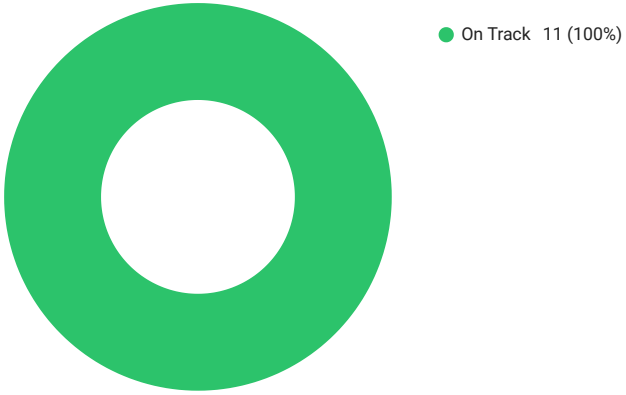
	throughout the City.			changes to the property tax calculations that could interrupt the city's ability to provide meaningful TIF incentives. Should this legislation pass, staff will need to revisit incentives that can be provided if the housing needs cannot be met with current developments.
1.2.3	Continue the current work of Inclusive Dubuque, also formulating strategies to enhance economic resiliency and mitigate the impact of economic disruptions locally.	On Track	Alex Baum	Continued to hold meetings for Envision Dubuque and other equity-focused initiatives. Continued to hold meetings for the Better Together Committee, which includes helping businesses better retain members of immigrant populations, improved navigation of systems, and helping reduce chronic absenteeism. Continued to hold regular meetings of the Attendance Matters Local College Access Network (LCAN) focused on improving attendance and addressing chronic absenteeism, especially for underserved populations. Continued to update a medical interpreter database in partnership with the Dubuque County Health Department, which provides a list of both Marshallese and Spanish interpreters for local healthcare providers and businesses. Have expanded the navigator resource group meeting in partnership with the Visiting Nurse Association, and helped connect international students to businesses at the AccessDubuqueJobs career fair. Worked to address concerns for local immigrant families by sharing information and connections to legal experts, identifying funding to help families in crisis, and coordinating local needs. Continued the work of Envision 2030, a community visioning program aimed at identifying impactful projects through community engagement that Dubuque can work to achieve. Continued to partner with the City of Dubuque in the CFLeads Economic Mobility Action Network cohort, which works to deepen economic mobility work in Dubuque. Continued to present findings from the Community Equity Profile, and the Immigration Community Assessment to local partners. Have begun developing the 2025 Data Walk.

Business Recommendations

#	Name	Status	Assigned To	Last Comment
1.3.1	Work with the city's broadband providers to ensure the city's technological future, given its implications for the city's business growth and employment growth.	On Track	Dave Lyons	Fiber collaboration is on track. Working with mobile carriers to improve 5G wireless capacities.
1.3.2	Collaborate with Kennedy Mall ownership and surrounding major centers to support regional retail.	On Track	Jason White	Planning Services worked with Kennedy Mall ownership to amend the PUD regulating the mall in order to increase allowed signage, decrease parking requirements, and remove the cap on developable area.

Sustainable Environment

Sustainable Environment Overview



Legend

The following status definitions are used to provide an update on progress toward Imagine Dubuque's recommendations.

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Not Started: Work on this recommendation has not begun.

Completed Status:

Achieved: Recommendation has been **completed** and work on it has ended.

Clean Water Recommendations

#	Name	Status	Assigned To	Last Comment
2.1.1	Continue the efforts of the Bee Branch Watershed Flood Mitigation Project to mitigate health and environmental hazards in Washington, Point, and North End neighborhoods.	On Track	Gus Psihoyos	Three Bee Branch Watershed green alleys are under construction. Completion is anticpated the fall 2025. Bee Branch Stormwater Pumping Station Project was awarded in February 2025 and is under construction and will be substantially complete by the end of 2026. The $28 million in proposed improvements will help protect over 220 residential properties and over 120 nonresidential properties from flooding. It will be funded with federal grants totaling $15.7 million. The FY24-25 CIP budget includes $725,000 to continue the site cleanup and move into design for the Bee Branch Maintenance Facility (former Blum site). It also includes $125,000 to design floodproofing measures at the Water Plant that would help ensure the availability of potable water for the Dubuque community even under extreme flooding conditions. The FY25-29 5-year CIP budget also includes funding to start designing the North End Storm Sewer Improvements in FY28.
2.1.2	Continue to implement the Catfish Creek Watershed Management Plan to protect creeks, sensitive ecological habitats, and promote conservation-minded development.	On Track	Eric Schmechel	on track

Clean Air + Energy Recommendations

#	Name	Status	Assigned To	Last Comment

2.2.1	Continue to implement the 50% by 2030 Climate Action Resiliency Plan by focusing on waste reduction, transportation improvements, and energy efficiency of homes and businesses to achieve climate goals and renewables.	On Track	Gina Bell	City formed an internal Green Team which immediately implemented a pilot for food scrap diversion in City Hall. Sustainability staff completed a Know Your Bike Rights handout and will begin distribution. Supported a Alternative Transportation (Bike / Walk /Transit) to Work Week competition to encourage participation. Green Iowa members distributed Energy Saver Kits to residents at the Farmers Market for home energy efficiency improvements.
2.2.2	Support mobile air quality monitoring to increase citizen awareness and identify and target toxic hot spots.	On Track	Mary Rose Corrigan	no report received from University of Dubuque who is using the hand held monitors

Neighborhoods Recommendations

#	Name	Status	Assigned To	Last Comment
2.3.1	Continue Healthy Homes strategy as part of the CHANGE and Bee Branch revitalization efforts.	On Track	Nicole Lytle	The City of Dubuque has completed 3 properties with their Healthy Homes Program, and 12 properties with the Lead Paint Program.
2.3.2	Continue to implement the Emerald Ash Borer Readiness Plan to maintain safe and healthy neighborhoods.	On Track	Stephen J. Fehsal	153 trees were planted as a part of the Branching Out Dubuque grant program and City tree planting projects. Staff is working on coordinating fall tree plantings.
2.3.3	Seek partnership opportunities to increase localized native plant, pollinator habitat, and edible landscaping in public spaces.	On Track	Kaytlan Moeller	Continuous and new partnerships with organizations, schools, businesses and private landowners to increase pollinator friendly habitats in the Dubuque area.

Land Conservation Recommendations

#	Name	Status	Assigned To	Last Comment
2.4.1	Conserve areas near water trails and canoe launches, serene places to escape the city, and viewpoints to watch migratory birds, shown on the Environmental Factors Map.	On Track	Kaytlan Moeller	Continued stewardship on existing migratory bird flyway regions as well as protection of newly established watershed management areas.

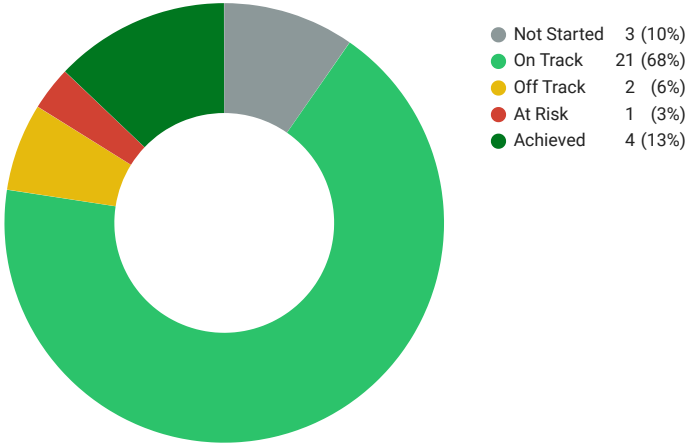
Eco-Education + Participatory Conservation Recommendations

#	Name	Status	Assigned To	Last Comment
2.5.1	Promote educational programming and partnerships that enable children to experience nature.	On Track	Kaytlan Moeller	Building capacity through leveraging community partnerships to actively engage youth in environmental education.

2.5.2	Explore incentives for backyard and curbside composting that reduce the proportion of landfilled food waste.	On Track	Bev Wagner	Ongoing education and marketing efforts on the benefits of composting.
2.5.3	Explore a community-wide Zero Waste Policy that creates a closed-circuit economy of low-impact or reduced consumption lifestyle and marketplace for post-consumer products.	On Track	Jacob Jansen	During this period, a community survey gathered input from over 400 respondents on ways to expand the City's food scrap recycling program.

Social + Cultural Vibrancy

Social + Cultural Vibrancy Overview



Legend

The following status definitions are used to provide an update on progress toward Imagine Dubuque's recommendations.

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Not Started: Work on this recommendation has not begun.

Completed Status:

Achieved: Recommendation has been **completed** and work on it has ended.

Food Recommendations

#	Name	Status	Assigned To	Last Comment
3.1.1	Colleges, institutions - consider purchasing from more than one contracted vendor to increase local purchasing.	On Track	Brittany Demezier	Funding for Local food for schools is not renewed for the upcoming year, so progress may slow in the next quarter
3.1.2	Support food production spaces & establishment of Community Supported Agriculture; make City land available for food production.	On Track	Mary Bridget Deutsch	Food Recovery is still active and has even expanded in our community. In partnership with Main Street's Farmers Market, farmers will now have an option to be paid for their local goods or donate their local goods to Food Pantry.
3.1.3	Communicate with other “food cities” to share ideas as this (3.1.2) develops in Dubuque.	Off Track	Gina Bell	No work has been done in this area. This has not been a priority for the office and we have limited capacity to do this at this time.
3.1.4	Recreation programming can have cooking classes addressing social (food insecurity/cost), educational (enhanced learning) and cultural (inclusion, communication) needs.	On Track	LaMetra Murdock	The Multicultural Family Center (MFC) is committed to addressing food insecurity and the rising costs of food by actively applying for grants to support its goal of becoming a community food bank. In addition to providing essential food resources, the MFC offers a variety of educational and cultural enrichment opportunities through programs and events such as Marshallese Constitution Day, Juneteenth Celebrations, and ongoing initiatives like Cultural Café, Veterans Café, Beyond the Pages Book Club, after school/summer Teen Programming, and Spanish Café. All events and programs hosted by the MFC are free and open to community members, ensuring a welcoming space of belonging for all.
3.1.5	Consider food access as an objective of the City's transit systems.	On Track	Ryan Knuckey	Federal Grants are in place for the AOPP Grant. RFP to council in the next month.
3.1.6	Evaluate whether local solid waste can begin to incorporate a compost component, similar to Des Moines, that would provide a source of compost for local gardens & production.	Achieved	Ken Miller	During FY22 311 cubic yards of USCC Certified Compost was distributed at no cost to Dubuque residents. The program will continue to offer compost to residents moving forward.

3.1.7	Consider an active policy supporting front yard food gardening.	Not Started	Mary Rose Corrigan	no efforts have been made by Health Dept on this goal. There is no ordinance prohibiting this practice

Education + Empowerment Recommendations

#	Name	Status	Assigned To	Last Comment
3.2.1	Incorporate and support recommendations from the 2017 update of the Community Solutions Action Plan into the implementation program for Imagine Dubuque.	On Track	Alex Baum	Continued with an initiative through Project HOPE to support small organizations and grassroots efforts in underserved communities, utilizing the Project HOPE Capacity Building Playbook. This is part of an effort to build community engagement and community power within these communities. Currently working with four organizations to help provide additional support. Continued to partner wit the City on the CFLeads Economic Mobility Action Network cohort. Through Project HOPE and the Better Together Committee engaged in analysis of current vulnerabilities for the local community given changes in federal policy and funding. Utilized this analysis to develop communication plans and playbooks for local service members in order to respond to potential challenges. Continued to engage community members around the Community Equity Profile and the 2024 Data Walk. Have started the process of developing the 2025 Data Walk. In addition, engaged additional underserved communities by targeted outreach from the Better Together Committee and connections through Project HOPE.
3.2.2	Support and further community learning about best practices in equity and inclusion.	On Track	Alex Baum	Promoted DEI best practices through Envision Dubuque meetings and continued public engagements on the Community Equity Profile. Continued to provide trainings and speaking on best practices for including immigrant populations. The Better Together Committee has shared Know Your Rights information and other best practices to help keep immigrant families safe. Have continued partnering with local stakeholders on a youth summit connected to DEI best practices.
3.2.3	Work with community providers including non-profits, faith communities, and Dubuque-area colleges and universities to expand childcare options and resources, whether through on-site programs, clearinghouses for providers, or other means.	On Track	Alex Baum	Continued to partner with the City of Dubuque and other community partners on childcare access. Continue to implement the Business Champions for Child Care fund, which raises money to grant to child care centers to expand capacity and increase salaries. Supported care centers through the Every Child Reads program. Have worked to map and advertise summer literacy opportunities in order to help prevent the summer slide by bolstering learning opportunities.

Arts + Culture Recommendations

#	Name	Status	Assigned To	Last Comment
3.3.1	Work with the City's Leisure Services Department to consider where and how recreation programming and use of public parks can bring cultural and arts events to neighborhoods that are isolated or distant from downtown.	On Track	Bonnie Spurling	Working with Dubuque's Sister City Committee on the International park updates.
3.3.2	Evaluate public transit and municipal parking policies relative to their success or gaps in providing weekend and evening access to key arts and culture facilities, particularly in Downtown Dubuque and around emerging areas and venues.	On Track	Ryan Knuckey	Federal Grants are approved and confirmed 7-15-25, The RFP for the AOPP Grant and On-Street Parking will go to council shortly.
3.3.3	Promote partnerships to co-market events at the University of Dubuque's Heritage Center and the Arts @ Clarke series as part of the City's overall offerings.	Not Started	Bonnie Spurling	This initiative has not been undertaken by staff or the commission. Ongoing work in the area of the arts will be focused on implementing the recommendations in the arts and culture master plan.
3.3.4	Through partnerships with the Multicultural Family Center, senior citizen organizations/providers, the city's educational system, and local universities, explore ways to expand how residents think about "culture" and	On Track	Bonnie Spurling	New staff, who started July 5, 2023, will get up to speed on this recommendation with the assistance of the arts commission and provide future reports.

"arts" to include new and emerging forms and expressions.

Green Building + Historic Preservation Recommendations

#	Name	Status	Assigned To	Last Comment
3.4.1	Recognizing the importance of historic preservation and adaptive reuse, promote waste recovery, and consider recruiting a Habitat for Humanity ReStore or other building reuse retailer.	Achieved	Ken Miller	Restore opened in December 2022.
3.4.2	Illustrate the tangible economic and sustainability benefits—direct, indirect, and induced—to Dubuque's economy and community from the work done by the City's historic preservation programming and the city's private and public sector partners. Communicate these benefits consistently to all of Dubuque's many constituencies.	On Track	Bill Doyle	Generally speaking, illustrating the economic benefits is somewhat challenging and in some ways these projects seem to be taken "for granted." There are efforts underway to help change this perception. See Heritage Works 10 Year retrospective and plans ahead. https://partners.dubuque365.com/ink/365ink479.pdf
3.4.3	Work with Dubuque's regional development community to identify and access new and emerging funding options, including crowd funding, to support the ongoing rehabilitation of the city's historic properties.	On Track	Bill Doyle	Funding options for rehabilitation remain the same. There are some concepts being explored by setting up new funding sources via non-profit structures that remain in their infancy.
3.4.4	Expand existing programs, such as HEART, to train additional local workers in preservation-related building trades.	On Track	Becky Bodish	We continue to grow our team and our reach and appreciate your support in our efforts. Thank you!

Community Safety Recommendations

#	Name	Status	Assigned To	Last Comment
3.5.1	Assess options for improving trash collection in Downtown Dubuque.	Achieved	Jacob Jansen	All downtown customers have a city-issue trash cart.
3.5.2	Review sidewalk implementation and repair plans, particularly for JFK Road and portions of Dodge Street, to identify places where better sidewalks would contribute to greater safety.	On Track	Justine Hull	Pending development near Kennedy Mall has piqued interest in sidewalk connectivity along JFK Rd. Analysis from University of Iowa Students are great guidelines to use and acknowledge, along with our active annual sidewalk program.
3.5.3	Assess areas of sub-standard lighting and investigate the cost and feasibility of installing additional lighting, particularly solar or LED lights; focus on Downtown Dubuque and other areas with cultural, arts, and community facilities that attract or could attract people from throughout the city.	On Track	Dave Ness	updating existing remaining HPS lights to LED as replacements are needed.
3.5.4	Continue to support the Police Department's policies and initiatives around diversity, community and understanding, including the community liaison role.	At Risk	Jeremy Jensen	This is at risk due to the State of Iowa mandates. However, the PD continues to embrace community engagement.

3.5.5	Explore the potential to provide training and financial resources for the Police Department and community organizations around managing mental health issues in the context of public safety.	On Track	Jeremy Jensen	Training has been completed. Partial funding for the law enforcement liaison was recently re-instated by the Mental Health Region.
3.5.6	Foster continued partnerships between the Dubuque Police and neighborhood associations to address safety and operations, especially as new or enhanced neighborhood recreation facilities are identified and designed.	Achieved	Jeremy Jensen	This is pert of the PD culture since the mid-1990's.

Health Recommendations

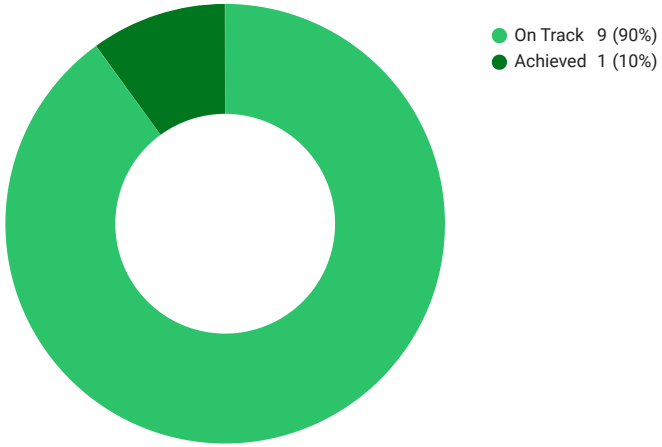
#	Name	Status	Assigned To	Last Comment
3.6.1	Actively promote partnerships and policies that address mental health and addiction, focusing on prevention and building community resilience rather than reactions.	Off Track	Mary Rose Corrigan	Dubuque county Opioid Task Force issued an RFP for Medicated Assisted Treatment of Opioids. Also sharing provider and MCO resources
3.6.2	Evaluate community-based options for supporting mental health, such as support groups for people experiencing depression, caregivers, and affected families.	Not Started	Mary Rose Corrigan	awaiting start of new Iowa HHS system for mental health at the regional level. New regions established
3.6.3	Explore the potential for Dubuque area health providers to "prescribe" fruits and vegetables as part of a strategy to combat obesity.	On Track	Mary Rose Corrigan	Crescent CHC has conducted a pilot prescription produce program focusing on improving hypertension indicators. They will begin another pilot in the fall focusing on diabetes
3.6.4	Promote in-school healthy food actions including school gardens, wellness, and exercise.	On Track	Rebecca Fellenzer	Nutrition Education and Promotion: Schools continue to provide nutrition education and engage in nutrition promotion that helps students develop lifelong healthy eating behaviors.

Recreation Recommendations

#	Name	Status	Assigned To	Last Comment
3.7.1	Re-evaluate the parks and recreation plan, potentially through a strategic update or addendum, to identify opportunities to provide flexible, programmable space; improve active recreation connectivity in neighborhoods; and enhance Dubuque's "dog-friendliness."	On Track	Marie Ware	The parks and recreation master plan process is in full swing with engagement sessions being held and the website available for feedback related to all areas of parks and recreation including input regarding pet facilities, flexible, programmable space and other recreation programs and amenities. The City Council recently voted to keep the dog ordinance as is. Planning for the new Rustic Point Park is at 90% after passage of the concept plan based upon community input. The South Point subdivision park has had plans approved and is to be constructed by the developer in 2025. The Commission will be reviewing names for the park and providing a recommendation to the Council in August.
3.7.2	Initiate a feasibility evaluation for a Community Center, potentially including indoor recreation and indoor/outdoor aquatic facilities, with an eye towards creating a multi-generational and central community gathering place that supports health, wellness, and social interaction among residents.	On Track	Marie Ware	No progress to report. A question is in the Parks and Recreation Master Plan surveys regarding the facility as outlined in this goal.
3.7.3	Evaluate and revise, as appropriate, the dog-related policies for all of Dubuque's park and recreation facilities.	On Track	Stephen J. Fehsal	There were no updates or changes to the current pets in parks ordinance as recommended by the Parks and Recreation Commission and approved by City Council.

Livable Neighborhoods + Housing

Livable Neighborhoods + Housing Overview



Legend

The following status definitions are used to provide an update on progress toward Imagine Dubuque's recommendations.

In Progress Statuses:

On Track: Recommendation implementation is moving forward, with **multiple actions** in motion and **steady progress** being made towards realizing the recommendation, or recommendation implementation **is ongoing** with continuity and growth in progress.

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At Risk: Recommendation implementation has **not yet begun, has a roadblock or made little progress.** Needs will vary and may include funding, coordination, time, and staffing.

Not Started: Work on this recommendation has not begun.

Completed Status:

Achieved: Recommendation has been **completed** and work on it has ended.

Livable Neighborhoods Recommendations

#	Name	Status	Assigned To	Last Comment
4.1.1	Continue to review the City's codes and incentives to ensure what is working continues, and that any other barriers are a priority to address and remove.	On Track	Alexis Steger	The City was picked by MMP students to evaluate the nuisance enforcement efforts, and tie those efforts to each ordinance/policy. The goal will be to have an understandable expectation for living in Dubuque, what constitutes a nuisance and reduce any duplicated efforts/ordinances in this area.
4.1.2	Recognizing the importance of historic preservation and adaptive reuse, promote waste recovery and consider recruiting a Habitat for Humanity ReStore or other building reuse retailer.	Achieved	Ken Miller	ReStore opened in December 2022.
4.1.3	Illustrate the tangible economic and sustainability benefits—direct, indirect, and induced—to Dubuque's economy and community from the work done by the City's historic preservation program and the city's private and public sector partners. Communicate these benefits consistently to all local, state and federal constituencies.	On Track	Bill Doyle	This remains an ongoing messaging program.

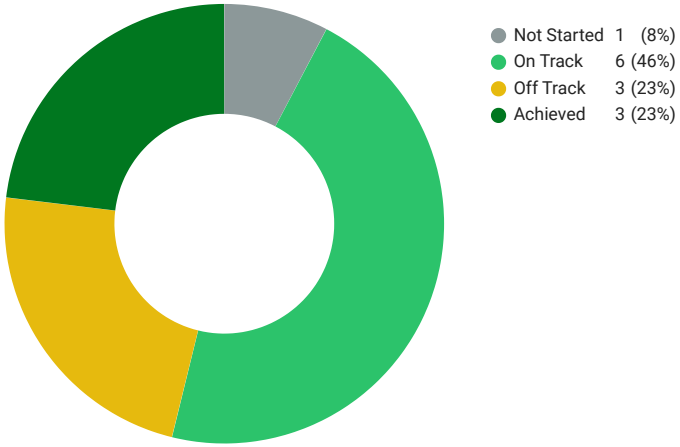
4.1.4	Identify and collaborate with new partners in other fields, such as health and welfare, environmental, education, and the cultural arts to strengthen the links between Dubuque's neighborhoods and their evolving story.	On Track	Anderson Sainci	This month, we have been able to work with the parks division to donate remaining plants to the Langworthy Neighborhood Associations
4.1.5	Promote mixed-use development both downtown, within the John F. Kennedy Road Corridor, and key intersections along the Southwest Arterial. These mixed-use areas should provide a variety of residential choices, access to goods and services, and neighborhood amenities like parks and schools within a walkable environment.	On Track	Shena Moon	The City is actively working on an update to the Unified Development Code which will consider amendments that would promote infill development in the downtown.

Housing Recommendations

#	Name	Status	Assigned To	Last Comment
4.2.1	Support the City's inspection programs as well as the Green and Healthy Homes Initiative.	On Track	Mike Belmont	Continuing implementation of CitizenServe Permitting and Inspection Software. Rental Licensing and Code Enforcement modules are live and operational.
4.2.2	Monitor affordability and housing stress, an important health indicator, annually.	On Track	Mary Bridget Deutsch	The Community Development Advisory Commission held a public hearing on January 15, 2025 at 5:30pm for the FINAL Analysis of Impediments to Fair Housing. HUD published in the Federal Register a Notice of Proposed Rulemaking (NPRM) entitled "Affirmatively Furthering Fair Housing." The proposed rule implements the Fair Housing Act's (FHA) statutory mandate to affirmatively further fair housing (AFFH), which directs HUD to ensure that the agency and its program participants proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in opportunities, and foster inclusive communities free from discrimination. HUD established requirements for all localities receiving federal assistance to affirmatively further fair housing. The Fair Housing Act (FHA) requires HUD and its recipients of federal financial assistance to do more than simply not discriminate; they must take meaningful actions to overcome patterns of segregation and foster inclusive communities. These regulations require entitlement jurisdictions to engage in fair housing planning. The Analysis of Impediments will become part of the City of Dubuque's Consolidated Plan, which is a HUD required document which is in effect for a five-year period. The Community Development Advisory Commission set a public hearing on February 19, 2025, at 5:30pm for the FY2026-FY2030 Draft Consolidated Plan and FY26 Pre-Allocation Annual Action Plan for the use of Community Development Block Grant funds. The City of Dubuque receives Community Development Block Grant (CDBG) funds on an annual basis from the U.S. Department of Housing & Urban Development on an entitlement basis. The City of Dubuque must use a public process to plan for, use, and evaluate the impact of these federal resources in the community. The City of Dubuque held focus groups that included over 60 community partners and residents representing a wide range of organizations, backgrounds, and demographics in the Dubuque community, 11 stakeholder interviews, and 458 survey responses. Quantitative and qualitative data was used throughout the entire Consolidated Plan process. The CDBG Consolidated Plan and Annual Action Plan is the City of Dubuque's plan to provide decent, affordable housing, create economic opportunity, and suitable living environments with CDBG funds. City staff and partner organizations deliver activities designed to increase affordability, availability and accessibility, and sustainability of resources in the community.
4.2.3	Look to increase wages and self-sufficiency opportunities in the community to make housing more attainable.	On Track	Jill Connors	Econ Dev staff work with Greater Dubuque Development staff to attract and retain quality employers. Housing staff facilitate a family self-sufficiency program. Following a September 2022 City Council approval of the use of more aggressive housing incentives, City staff have reviewed plans for the creation of more than 2,000 housing units in a variety of price points and rental/ownership. 48 have recently come to fruition and the 201-unit project on Hawthorne Street has begun construction. An additional multi-year project that would bring another 180 multi-residential units online has executed a DA and begun construction along Cedar Cross Road. Once the housing inventory is increased, we expect the effect of supply and demand to cause the cost of housing to be more affordable generally.
4.2.4	Adopt and implement a mix of educational/outreach programs to increase housing provider participation in Housing Choice Voucher program.	On Track	Gina Hodgson	N/A
4.2.5	Adopt and implement a mix of financial incentives/policies for creation of Housing Choice Voucher units throughout community.	On Track	Gina Hodgson	N/A

Community Facilities

Community Facilities Overview



Legend

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Not Started: Work on this recommendation has not begun.

Completed Status:

Achieved: Recommendation has been **completed** and work on it has ended.

Infrastructure Recommendations

#	Name	Status	Assigned To	Last Comment
5.1.1	Continue to expand the sanitary sewer collection system to meet growth needs, particularly in proximity to the Southwest Arterial, the West End, and the South Port.	On Track	Todd Irwin	Old MIll Road Lift Station and force main projects - Phases 1 thru 4: Phase 1 is under construction. Phase 2 is under contract and starting in August. Phases 3 & 4 are out for RFQ for a design consultant.
5.1.2	Utilize the results of the water system dynamic model (currently under development) to identify current needs, as well as plan for future growth of the community.	On Track	Chris Lester	• The dynamic water model is in use, improving water pressure, providing balanced stability and fire suppression, and more effective use of water towers and tanks. • By moving water more efficiently, there is less aging of water and improved quality. The model helps report back with water main break data, identifying breaks, material, age, elevation and whether there is a need for air release.
5.1.3	Continue the integration of the former Vernon Township and Barrington Lakes water systems into the overall City of Dubuque system.	Achieved	Chris Lester	Project is completed and meeting expansion needs.
5.1.4	Update the city-wide stormwater management ordinance to guide future growth and development and to address onsite infiltration and sustainable development practices.	Off Track	Maxwell O'Brien	MS4 permit cycle has expired. Team is working on updates to permit with IDNR and has also rebuilt MS4 compliance tracking system as the program previously used was discontinued with no warning from the software manufacturer. Ordinance update discussions are ongoing with the team.

5.1.5	Continued expansion of fiber optic access throughout the community.	On Track	Dave Lyons	Nearing Universal availability. Analyzing remaining gaps with providers for collaborative solutions
5.1.6	Partner with Green Dubuque and other similar organizations to define metrics to monitor progress on environmental goals as outlined in the 50% by 2030 Climate Action and Resiliency Plan.	Off Track	Gina Bell	There is a lack of organizations focused on supporting the 50% by 2030. Sustainability Team is working on outreach plan to increase participation of individuals and groups even if not formal entities.

Public Safety Recommendations

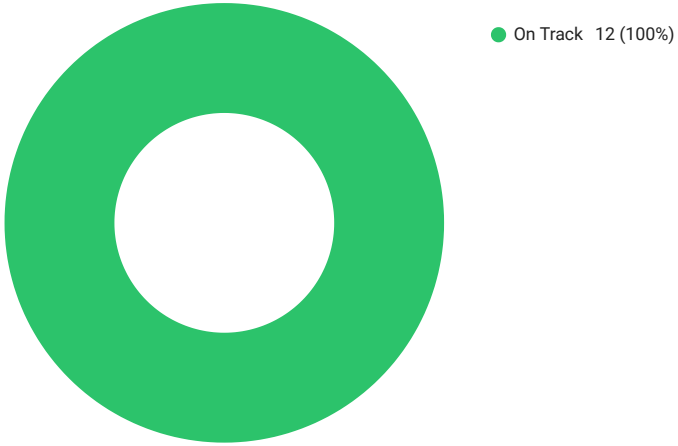
#	Name	Status	Assigned To	Last Comment
5.2.1	Ensure budget and staffing needs for all City Departments as Dubuque's population grows.	On Track	Jenny Larson	The Fiscal Year 2023 budget included the addition of 30 full-time employees and the Fiscal Year 2024 budget included the addition of 22 full-time employees, which are unprecedented increases in the City's workforce.
5.2.2	Identify and document deficiencies of existing 911 Communications Center and explore facility expansion.	Achieved	Jessica George	Moving will happen to 7900 Chavenelle
5.2.3	Continue to explore the possibility of adding a police substation to further community policing efforts and adequate geographic coverage.	Achieved	Jeremy Jensen	Substations are not needed due to the true mobility of officers. This has shifted into resource allocation.
5.2.4	Explore potential future sites for an additional or relocated fire station with access to the Southwest Arterial.	On Track	Amy Scheller	Contingent upon approval of station location study

Municipal Recommendations

#	Name	Status	Assigned To	Last Comment
5.3.1	Explore the potential for a small library branch within the West End.	Not Started	Nick Rossman	Most recent public feedback indicated need for renovations to existing 11th Street location as opposed to a second location.
5.3.2	Monitor market conditions and strategically implement the Chaplain Schmitt Island Master Plan and other emerging plans.	Off Track	Jill Connors	Planning and development of new amenities on Chaplain Schmitt Island have slowed significantly, although the construction of the Key Hotel and the amphitheater continue.
5.3.3	Repurpose the Five Flags Center according to outreach studies to better showcase and utilize the storied downtown venue.	On Track	Marie Ware	Instead of repurposing the City Council approved a $23 million renovation project for the Five Flags Civic Center. After the selection of the management firm a project RFP for architectural and engineering services will be targeted to be released in late Q3 to early Q4 of 2025.

Transportation + Mobility

Transportation + Mobility Overview



Legend

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Complete Streets Recommendations

#	Name	Status	Assigned To	Last Comment
6.1.1	In the JFK corridor, identify short-term and long-term opportunities to facilitate a more complete pedestrian network.	On Track	Justine Hull	Pending development along this corridor, mainly near Kennedy Mall, requires review of sidewalk connectivity in the short-term. Other small sections are waiting on development. JFK sidewalk project from Asbury to NW Arterial is complete as of 2023, to help with connectivity. Staff continues to use the Tri-State Ped and Bike Plan to determine projects and help with advocating for funding. Engineering is working with Public Works on ADA ramp project throughout the City and around city trees that cause trip hazards.
6.1.2	For all Dubuque corridors, assess opportunities to plan and design for complete street elements during each stage of maintenance and project development cycle.	On Track	Justine Hull	Upcoming projects like the B2E2 (Building Bridges to Elevate Employment) with the 14th St. Overpass, 16th St, Elm St., and the surrounding areas have complete street elements involved in design. Similarly with the East-West Corridor Project design along University Ave from Penn Ave. to Delhi St. The Bike Lane Pilot Project along E 9th St and E 10th St have been included in the annual pavement marking project and analysis is being completed for determining success and use. TAP Grant for the Lower Bee Branch Connection along Pine St. near the JOTC to connect to the piloted bike lanes is under project development with grant funding.
6.1.3	Work from the City's comprehensive network plan for Complete Streets, including the Tri-State Biking/Walking Plan and the Dubuque Metropolitan Area Transportation Study 2045 Long Range Transportation Plan, when making investment decisions in individual corridors.	On Track	Justine Hull	Schmitt Island Connector Trail was completed from the Peosta Bridge to the McAlleece Park. City staff within the Mobility Team have been keen on using the DMATS Long Range planning and the Bike/Ped Plan as a guide for network connectivity. Conversations regarding future projects are happening often. Policy changes and funding discussions are a topic of deep discussion.

6.1.4	When properties redevelop, as appropriate, work to re-orient development to the street level, rather than separated from the street by	On Track	Shena Moon	The City is actively working on an update to the Unified Development Code which will consider amendments that may promote infill development and revised parking requirements throughout the city.

Public Transportation Recommendations

#	Name	Status	Assigned To	Last Comment
6.2.1	Continue making improvements to the fixed-route bus service that provides efficient travel options, focusing on high-performing transit corridors.	On Track	Jodi Johnson	The Area's of Persistent Poverty Grant RFP is getting updated and will go out this Fall.
6.2.2	Continue to extend bus service hours where it is most effective and provides valued accessibility improvements to the community. Look for opportunities to provide more efficient and direct routes to connect residents to resources and amenities.	On Track	Jodi Johnson	Through the Area's of Persistent Poverty Grant The Jule will receive public input on transportation needs for the residents of Dubuque.

Air Travel Recommendations

#	Name	Status	Assigned To	Last Comment
6.3.1	Given the current competitive nature of the airline industry, advocate for airline service expansion at the Dubuque Regional Airport. This includes continuing to leverage local incentive funding to target expansion of airline service	On Track	Todd Dalsing	As of May all SCASD funds have been used. Working with City Manger to identify additional MRG funds.
6.3.2	Target new development around the airport to more compatible uses such as light industrial, warehousing, and agriculture. Uses such as residential are particularly sensitive to airplane operations noise.	On Track	Jill Connors	A recent meeting between City/airport staff and a local developer was held to share the opportunities available in the area, in the hopes of attracting appropriate uses. Staff also met with a consulting team to see whether they could assist with marketing the property to potential tenants.

Regional Connections Recommendations

#	Name	Status	Assigned To	Last Comment
6.4.1	Understanding the critical importance surrounding communities play in staffing jobs in Dubuque, continue to collaborate with surrounding state Departments of Transportation to promote safe, efficient regional roadway connections through Dubuque.	On Track	Bob Schiesl	Greater Dubuque Development Corporation's Access to Markets webpage outlines roadways, air service and freight to help businesses understand Dubuque's connections. Dubuque Metropolitan Area Transportation Study (DMATS) convenes the City, County, regional coalition of governments (ECIA), the Iowa, Illinois, and Wisconsin Departments of Transportation, transportation agencies and community leaders to respond to and plan for the region's transportation needs. DMATS staff and partners to continually update the long range transportation plan. The Southwest Arterial was completed in August 2020, becoming designated as US Highway 52 and providing an important highway connection between US Highway 20 and US Highway 61/151. The rehabilitation and reconstruction of the Northwest Arterial from US20 to JFK Road was completed in August 2023, to bring it into a state of good repair

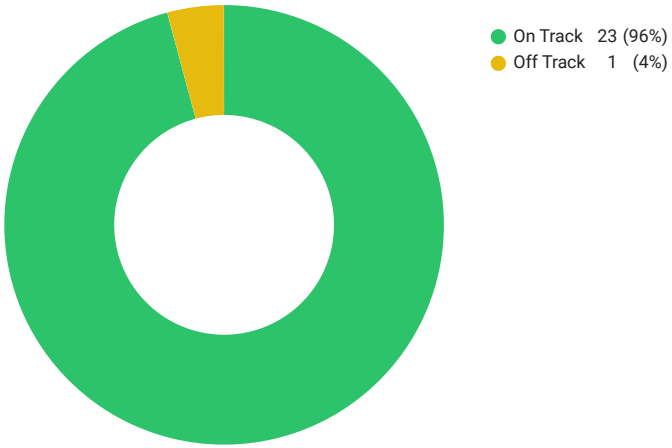
				as part of its transfer of jurisdiction from the Iowa DOT to the City of Dubuque following the completion of the Southwest Arterial. In 2022, the City received a $2.3 million RAISE Planning Grant to assist with the $4.4 million planning and design costs of the B2E2 project. The Dubuque Racing Association (DRA) provided a $750,000 contribution as a local cash match to make the planning grant a possibility. In June 2024, the City was awarded a $25 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Infrastructure Implementation Grant from the U.S. Department of Transportation. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million. With the $4.4 million dollars in planning and engineering costs, the total expenditure for the project will exceed $43 million. Construction will be completed in phases from 2027 to 2030.
6.4.2	Through political and funding channels, continue to advocate for passenger rail service and a complete four-lane highway connection to Chicago.	On Track	Bob Schiesl	The Dubuque Metropolitan Area Transportation Study and Regional Planning Affiliation 8 completed a Passenger Rail Feasibility Study that examines the establishment of a Rockford-to-Dubuque route, providing an important part of the planning if Chicago to Dubuque service is to be realized. Illinois anticipates completing the first leg of service, reinstating Chicago to Rockford service by 2025. Ride the Rail is a citizen-led group working to advocate for rail service from Chicago to Dubuque and educate the community about benefits from the service and progress toward achievement. In June 2022, US Route 20 was downsized in the City of East Dubuque from four lane to three lane in order to develop shoulders and a center turning lane. This change addressed safety concerns.

Automobile Travel Recommendations

#	Name	Status	Assigned To	Last Comment
6.5.1	Identify the required project development steps and funding to implement the City of Dubuque roadway projects prioritized in the Dubuque Metropolitan Area Transportation Study 2045 Long Range Transportation Plan.	On Track	Bob Schiesl	The completion of the $165 million Southwest Arterial/US Highway 52 in August 2020 is the result of an over thirty-year planning and development process. This project allows for the transfer of jurisdiction of the Northwest Arterial, Central Avenue, and White Street from the State of Iowa to the City of Dubuque. In 2022-2023 the City completed a major rehabilitation and reconstruction of the Northwest Arterial from Highway 20 to John F. Kennedy Road. Dubuque's STREETS Project leads nationally with continued improvements to traffic efficiency and safety. Continued improvement of traffic with roundabouts throughout the city, with emphasis on safety and flow for vehicles, bicycles and pedestrians. In 2022, the City received a $2.3 million RAISE Planning Grant to assist with the $4.4 million planning and design costs of the B2E2 project. The Dubuque Racing Association (DRA) provided a $750,000 contribution as a local cash match to make the planning grant a possibility. In June 2024, the City was awarded a $25 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Infrastructure Implementation Grant from the U.S. Department of Transportation. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million. With the $4.4 million dollars in planning and engineering costs, the total expenditure for the project will exceed $43 million. Construction will be completed in phases from 2027 to 2030. City Council Priority Agenda Alignment 2023-2025: Complete Streets Concept Implementation: 16th St./Elm St./14th St. Railroad Overpass Project City Council Priority Agenda Alignment 2023-2025: Street Program: Direction and Funding
6.5.2	Continue being a national leader in leveraging technology and other Intelligent Transportation System solutions to improve vehicular mobility and safety on the Dubuque street network.	On Track	Dave Ness	Continue to work on video analytics for traffic with Milestone and Irunyun. Also working on SMART Grant data standards implementation.

Land Use

Land Use Overview



Legend

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Completed Status:

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Single-Family Recommendations

#	Name	Status	Assigned To	Last Comment
7.1.1	Serve neighborhood needs such as education, housing, and recreation equitably while maintaining a viable, livable atmosphere and reducing environmental impacts.	On Track	Shena Moon	The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development of a variety of types of uses.
7.1.2	Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services.	On Track	Shena Moon	The City continues to review all projects to ensure that access to trails, open space and other recreational educational amenities and connections are considered.
7.1.3	Integrate new development into the natural environment by protecting significant woodland, prairie, and wetland areas and avoiding steep slopes.	On Track	Shena Moon	The City is actively working on an update to the Unified Development Code which will consider amendments to landscaping and green space requirements. The code will continue to and perhaps also expand on the sustainability efforts to promote protecting woodland, prairie, and wetland areas.

Multi-Family Recommendations

#	Name	Status	Assigned To	Last Comment

7.2.1	Encourage a mix of housing affordable for all segments of Dubuque's population throughout the community, including options for those who might be saving for their first home.	On Track	Shena Moon	The City continues to offer financial incentives to encourage development of new housing and/or revitalization of existing housing. The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development and will allow for various types of residential housing types for all residents of the community.
7.2.2	Encourage new multi-family development in proximity to jobs to minimize transportation costs.	On Track	Shena Moon	The City continues to offer financial incentives to encourage development of new housing and/or revitalization of existing housing in close proximity to jobs and/or to public transit stops. The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development, and will allow for various types of residential housing types throughout the city.
7.2.3	Integrate multi-family development within mixed-use areas identified on the Future Land Use Map for increased access to goods and services in a walkable environment.	On Track	Shena Moon	The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development and will allow for various types of residential housing types for all residents of the community.

Mixed-Use Recommendations

#	Name	Status	Assigned To	Last Comment
7.3.1	Create a vibrant environment where residents can live, work, and play within walking and biking distance of their home and opportunity sites throughout the community.	On Track	Shena Moon	The City continues to plan for the creation of bike/hike trails throughout the City. The City also continues to offer incentives for the creation of housing. The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development and will allow for various types of residential housing types for all residents of the community.
7.3.2	Evaluate potential modifications to the existing C-2A Mixed-Use Neighborhood Zoning District, or creation of a new zoning classification, to accommodate larger mixed-use areas that may include ground floor residential space.	On Track	Shena Moon	The City has begun the process to update the Unified Development Code. The update will include an evaluation of the City's current zoning districts and will include more research into how the City can allow for more mixed-use and residential development in the downtown, as well as others parts of the City.
7.3.3	Work with property owners and developers to encourage and create walkable, mixed-use developments in locations identified on the Future Land Use Map.	On Track	Shena Moon	The City has begun the process to update the Unified Development Code. The update will include an evaluation of the City's current zoning districts and will include recommendations for how more research into how the City can allow for more mixed-use and residential development in the downtown, as well as others parts of the City.
7.3.4	Integrate a variety of residential product types in mixed-use areas, including multi-family products such as townhomes and apartments, but also incorporating some single-family housing.	On Track	Shena Moon	The City has begun the process to update the Unified Development Code. The update will include an evaluation of the City's current zoning districts and will include recommendations for how the City can allow for more mixed-use and residential development in the downtown, as well as others parts of the City.

Institutional Recommendations

#	Name	Status	Assigned To	Last Comment
7.4.1	Support essential public facilities and services for future growth and ensure that everyone in the community has equitable access to these services.	On Track	Gus Psihoyos	In 1998 the City began to extend sanitary sewer along Granger Creek, for the Dubuque Technology Park development. The Granger Creek Interceptor Sewer (GCIS) extension consisted of the Granger Creek Pump Station and approximately 17,600 LF of both 20 inch and 18" diameter pipe. In 2015, the City extended the interceptor sewer, continuing along Granger Creek and U.S. Highway 151/61, to the Dubuque Regional Airport. The GCIS extension increased the sanitary Sewer Shed 4 to approximately 6,300 acres. Tamarack sewer extension project substanially completed May 2025. The Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project extended the sanitary sewer gravity system and connect into the existing Twin Ridge Subdivision gravity sewer system along with abandoning the existing lagoon system. With the completion of this project the City will no longer need to permit, operate and maintain the lagoon system and the parcel, currently occupied by the lagoon system, would then be available for redevelopment. Twin Ridge Sewer Extension and Lagoon Abandonment was substanially completed in June 2025. The Granger Creek Lift Station Improvements Project will increase the firm pumping capacity of the existing Granger Creek Lift Station from 0.5 MGD to 2.9 MDG. The increased pumping capacity is needed to serve additional areas that are now served by the original Granger Creek Interceptor Sewer (constructed

				in 1998) and the extension of the interceptor sewer to the Dubuque Regional Airport (constructed in 2015). The project will also provide upgrades to the existing Catfish Creek Lift Station. The installation of the new Granger Creek Lift Station control equipment, within the Catfish Creek Lift Station Building, will require some minor modifications to electrical fixtures and the replacement of the existing HVAC system, to be code compliant. Granger Creek Lift Station Upgrade is under way and approximately 80% complete. Completion is estimated to be in October 2025. The Old Mill Road Lift Station and Force Main Project is the first of several improvements that are needed, within the Catfish Creek Interceptor Sewer system, to provide adequate capacity to serve existing development, within the City, and to allow for additional flow from future developments and the growth of the City. Once constructed and in service, the 20 MGD Old Mill Road Lift Station will intercept over 80% of the flow which currently goes to the 8 MGD Catfish Creek Lift Station. With the reduction in flow coming from the Catfish Creek Interceptor System (West end of town), the Catfish Creek Lift Station will then be primarily dedicated to the Key West area and the growth areas along US Highway 151/61 to the airport which is served by the Granger Creek Interceptor Sewer. Currently, IDNR has issued sanitary sewer permits with peak flows totaling approximately 3.5 MGD, for the areas south of town, since 2017. The reduction in flow from the Catfish Creek Interceptor System will provide the Catfish Creek Lift Station with enough capacity to adequately serve the sewer shed into the near future. Old Mill Lift Station Project is underway, and progressing with no delays and to be completed in December 2026. Next is the excavation phase within cofferdam starting 2nd week of Feb. Design for Phase two is complete and construction will start in September 2025 and completed in December 2026.
7.4.2	Explore a new school site to serve future growth areas, particularly within the Southwest Arterial corridor.	On Track	Rob Powers	The bond referendum on November 7, 2023, was voted down. the land purchase for a future elementary school has been placed on hold until further planning can be done.
7.4.3	Integrate new institutional uses such as churches or non-profits in proximity to residents they serve. Such uses may be particularly appropriate in future mixed-use areas.	On Track	Shena Moon	The majority of the City's zoning districts allow places of religious exercise or assembly as a permitted use.

Commercial Recommendations

#	Name	Status	Assigned To	Last Comment
7.5.1	Be responsive to market demands and the needs of residents by providing key retail and employment centers. Ensure that such development does not impact the quality of life in adjacent residential neighborhoods.	On Track	Jill Connors	City staff have developed programs to support redevelopment of buildings for mixed use, and coordinate with Dubuque Initiatives to fill Central Corridor storefronts. The grant programs have been updated to make them more useful to smaller redevelopment projects. Dubuque Main Street develops and carries out grant and loan programs to improve the physical condition of downtown retail locations, as well as acts as a point of contact and collaborator to address downtown businesses' needs. Greater Dubuque Development staff engage employers to attract and retain quality jobs in our market. They have also engaged Retail Strategies consultant to identify any gaps in retail in our market. Retail Strategies represented Dubuque at a trade show in Las Vegas in spring 2025.
7.5.2	Explore additional opportunities for limited commercial development within neighborhoods to provide enhanced local access to day-to-day goods and services like convenience goods, dry cleaning, etc. Such uses are typically best located at major intersections.	On Track	Jill Connors	Economic Development partners with Dubuque Main Street to improve downtown buildings that provide mixed-use space through their grant programs. There are concerted efforts in the Historic Millwork District and the Central Avenue Corridor to attract small businesses that serve the neighborhood. Dubuque Initiatives and Dubuque Main Street are part of the storefront strategy. The City has expressed its willingness to incentivize the attraction of a full service grocery store to the Washington Neighborhood/North End. Planning staff are currently interviewing the public and developers to see what changes may need to be made to the UDC in order to facilitate a wider variety of uses in neighborhoods.
7.5.3	Continue to concentrate commercial uses with a regional draw along major transportation corridors, including downtown.	Off Track	Jill Connors	Greater Dubuque Development Corporation has hired Retail Strategies to attract new retail to Dubuque, but no new retailers have come to town recently.

Industrial Recommendations

#	Name	Status	Assigned To	Last Comment
7.6.1	Attract large employment centers with access to infrastructure facilities. Ensure that such development does not disproportionately impact residential areas.	On Track	Jason White	Greater Dubuque Development, the City, and Origin Design are looking at ways to extend utility infrastructure to the Cascade Road quadrant off the SW Arterial.
7.6.2	Allow for appropriate expansion of existing industrial parks as identified on the Future Land Use Map.	On Track	Jason White	Capital Expansion Projects 1 New Project: (Manufacturing) 4 Projects Underway: (Behnke Enterprises, HODGE, Vanguard Enterprises, WHKS & Co.) 10 Projects Under Consideration
7.6.3	Explore additional industrial development opportunities near the Dubuque Regional Airport, particularly in the U.S. Highway 61 corridor.	On Track	Jill Connors	Airport and Economic Development staff have met with a developer and separately with a consultant in an effort to find interested tenants for the land surrounding the airport.

Parks Recommendations

#	Name	Status	Assigned To	Last Comment
7.7.1	Preserve key environmental features and provide recreational opportunities for all segments of the population through a variety of demanded active and passive options.	On Track	Marie Ware	The playground replacement at Welu Park is complete. Jefferson Park wall project is complete. Eagle Point Park Historic Structures Report is complete and approved by City Council. An MOU was executed with Dubuque Trees Forever for Caledonia Park.
7.7.2	Continue to work closely with the School District to locate and, where appropriate, share facilities to serve existing and future neighborhoods.	On Track	Marie Ware	No activity to report on this goal.
7.7.3	Link existing and future development with open space and trail corridors.	On Track	Jason Duba	-The City plans to apply for funding from the Transportation Alternatives Program with DMATS for improvements to the Central and White Corridor. -The downtown bike lanes on 9th Street and 10th Street and the Chaplain Schmitt Island trail connection from the bridge to the Veteran's Memorial have been installed and are being utilized. -A TAP project is planned to link the downtown bike lanes with the Bee Branch trails. It is under Iowa DOT review and can likely being constructed in 2026. This would connect downtown development, including the Millwork District, with the Bee Branch, Chaplain Schmitt Island, north side neighborhoods, and the Heritage Trail.
7.7.4	Continue to explore additional recreational opportunities along the riverfront.	On Track	Stephen J. Fehsal	No update this quarter.
7.7.5	Work with residents and local groups to explore creation of a mountain biking facility in Dubuque.	On Track	Marie Ware	No activity to report on this goal.

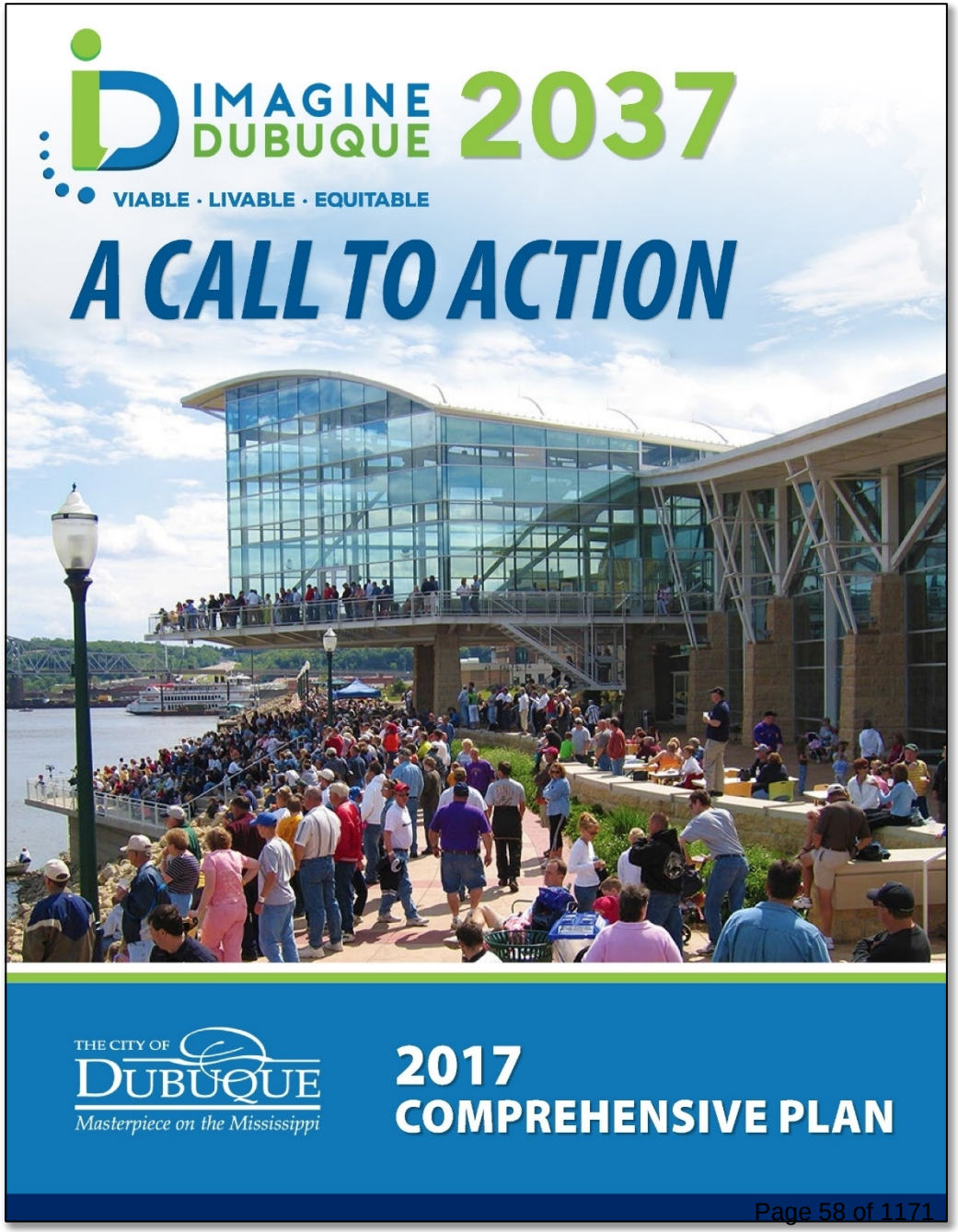
IMAGINE DUBUQUE

2037: A CALL TO ACTION

Annual Update

City Council Work Session

September 15, 2025





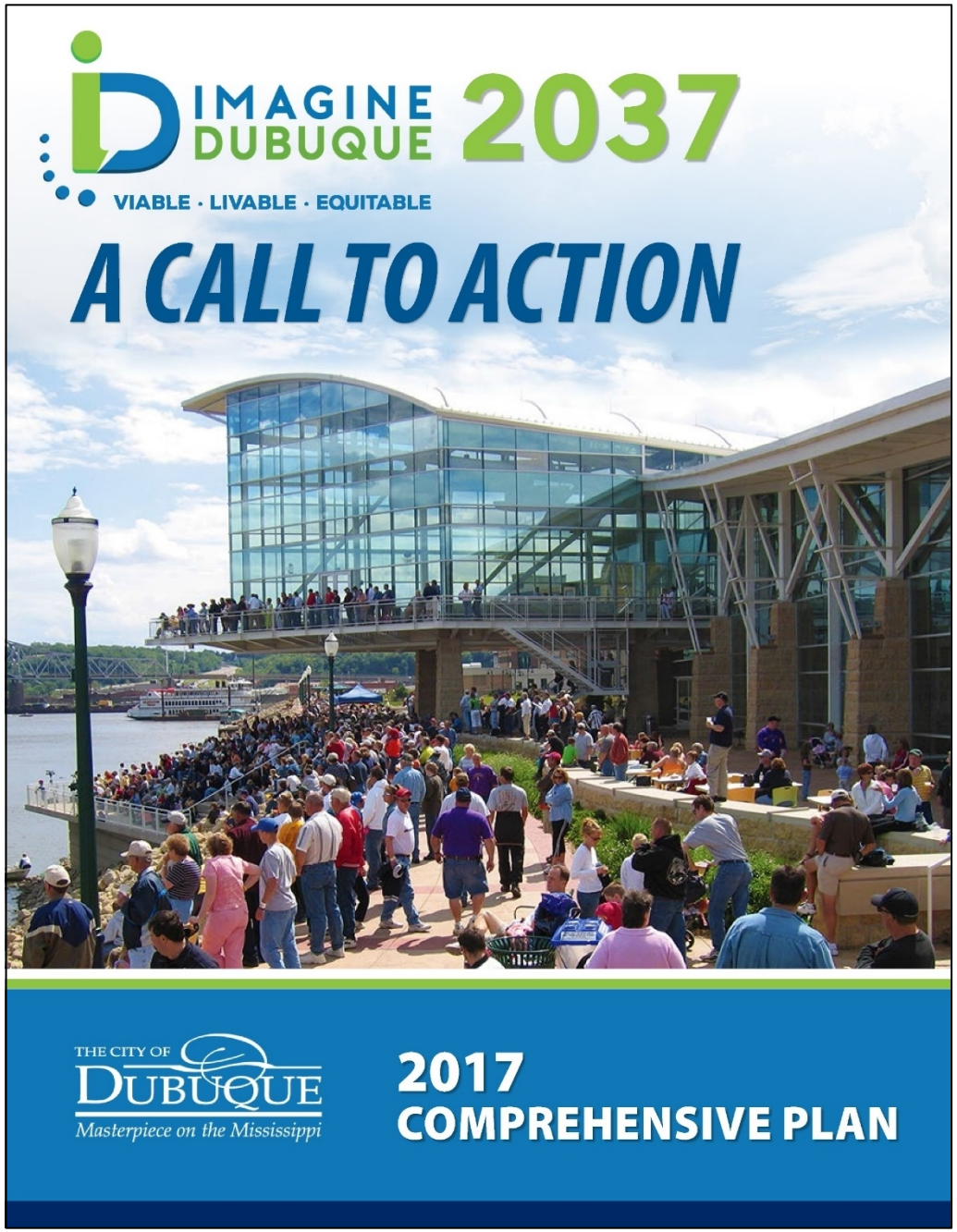
What is the purpose of our Comprehensive Plan?

- **Policy guide** for community's physical, social, and economic development.
- Informs City Council goal setting, annual budget priorities, and land use decisions.
- City staff, boards, commissions and community partners are **called to action** to implement the Plan's 110 recommendations.

Community Engagement

- **Inclusively engaged** 6,000 people, generated 12,500+ ideas.
- **Ideas narrowed** into themes in 7 categories to create 110 community recommendations.

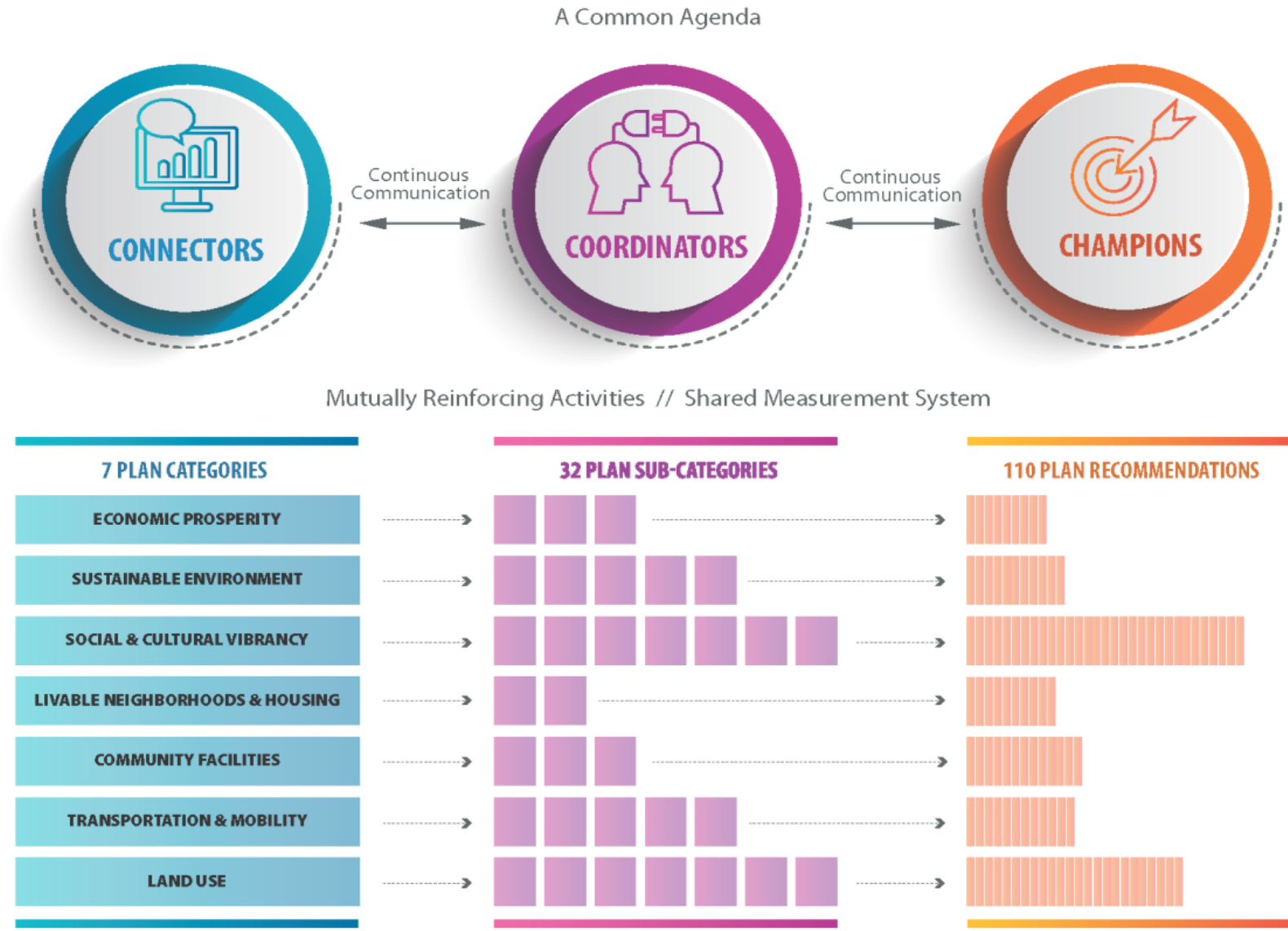




Collective Impact Model

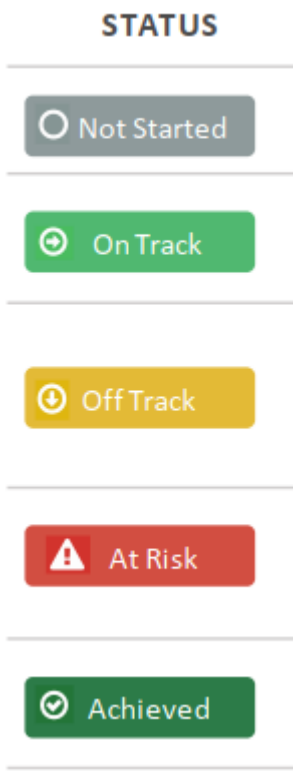
A commitment by a group of important actors from different sectors to a **common agenda** for solving specific social problems.

Imagine Dubuque Implementation: Roles + Responsibilities



BACKBONE SUPPORT ORGANIZATION | CITY OF DUBUQUE

Status Definitions



The following status definitions are used to provide an update on progress toward Imagine Dubuque's recommendations.

In Progress Statuses:

On Track: Recommendation implementation is moving forward, with **multiple actions** in motion and **steady progress** being made towards realizing the recommendation, or recommendation implementation **is ongoing** with continuity and growth in progress.

Off Track: Recommendation implementation is in the **early stages** of moving forward by way of active organizing, connecting with partners, planning and data collection, and/or a few early action items.

At Risk: Recommendation implementation has **not yet begun, has a roadblock or made little progress.** Needs will vary and may include funding, coordination, time, and staffing.

Not Started: Work on this recommendation has not begun.

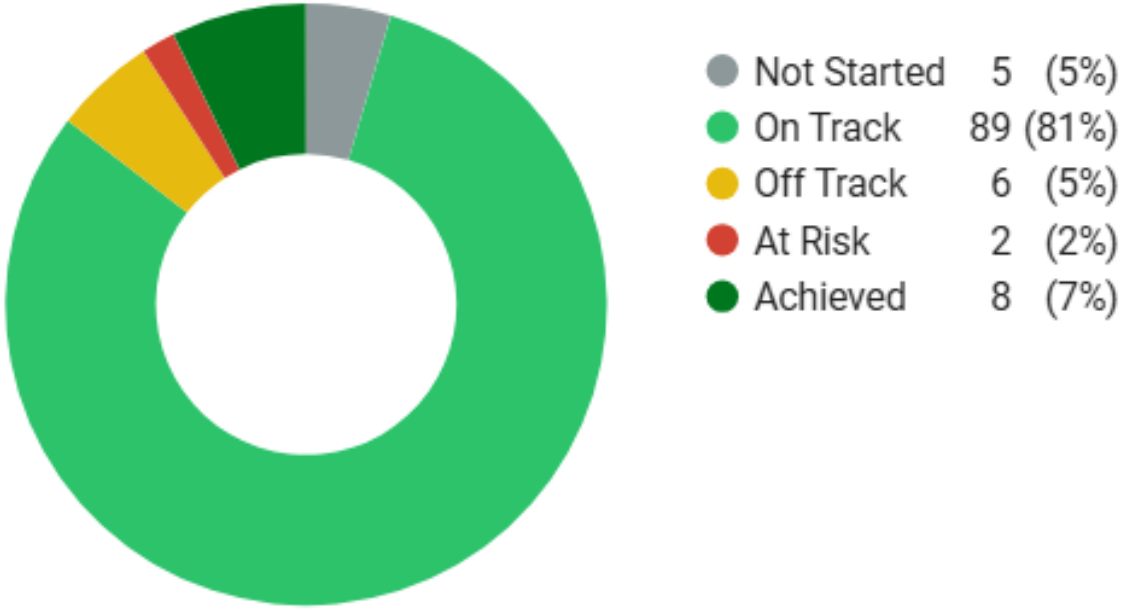
Completed Status:

Achieved: Recommendation has been **completed** and work on it has ended.

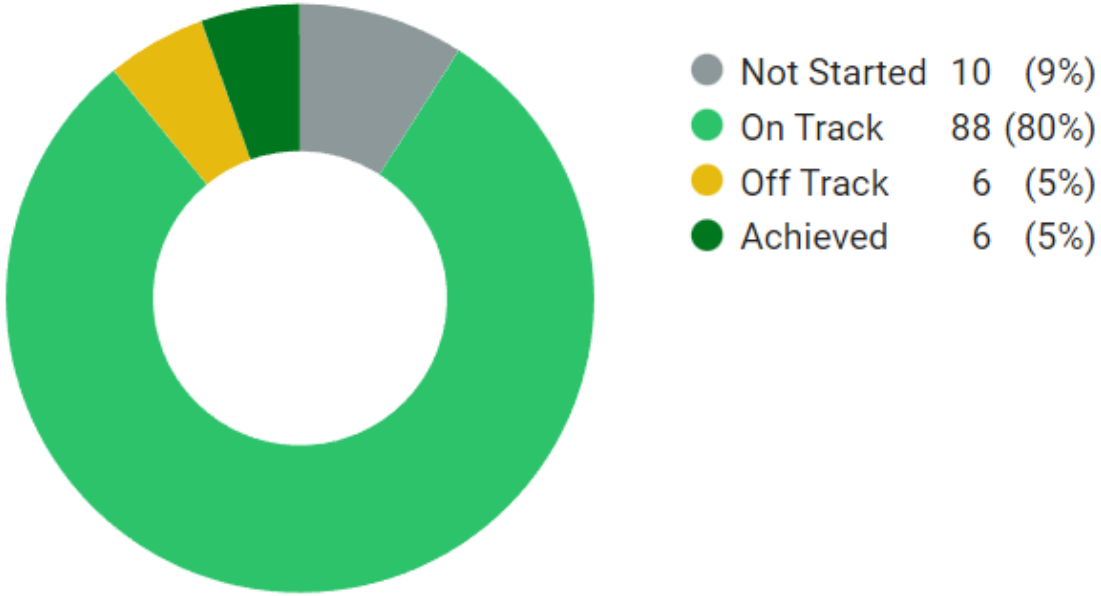
Total Progress 2024 to 2025

110 Recommendations

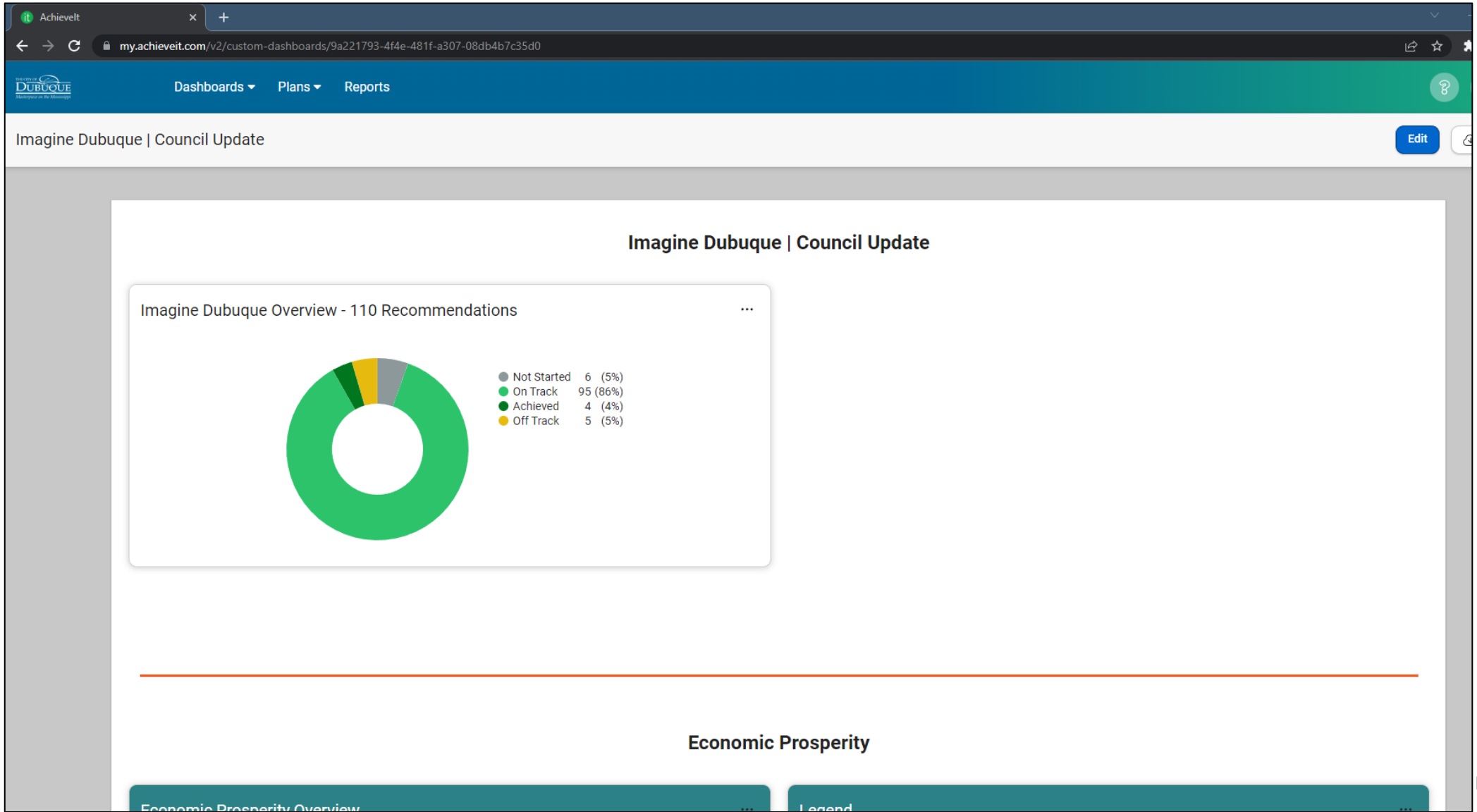
2025
88% On Track
or Achieved



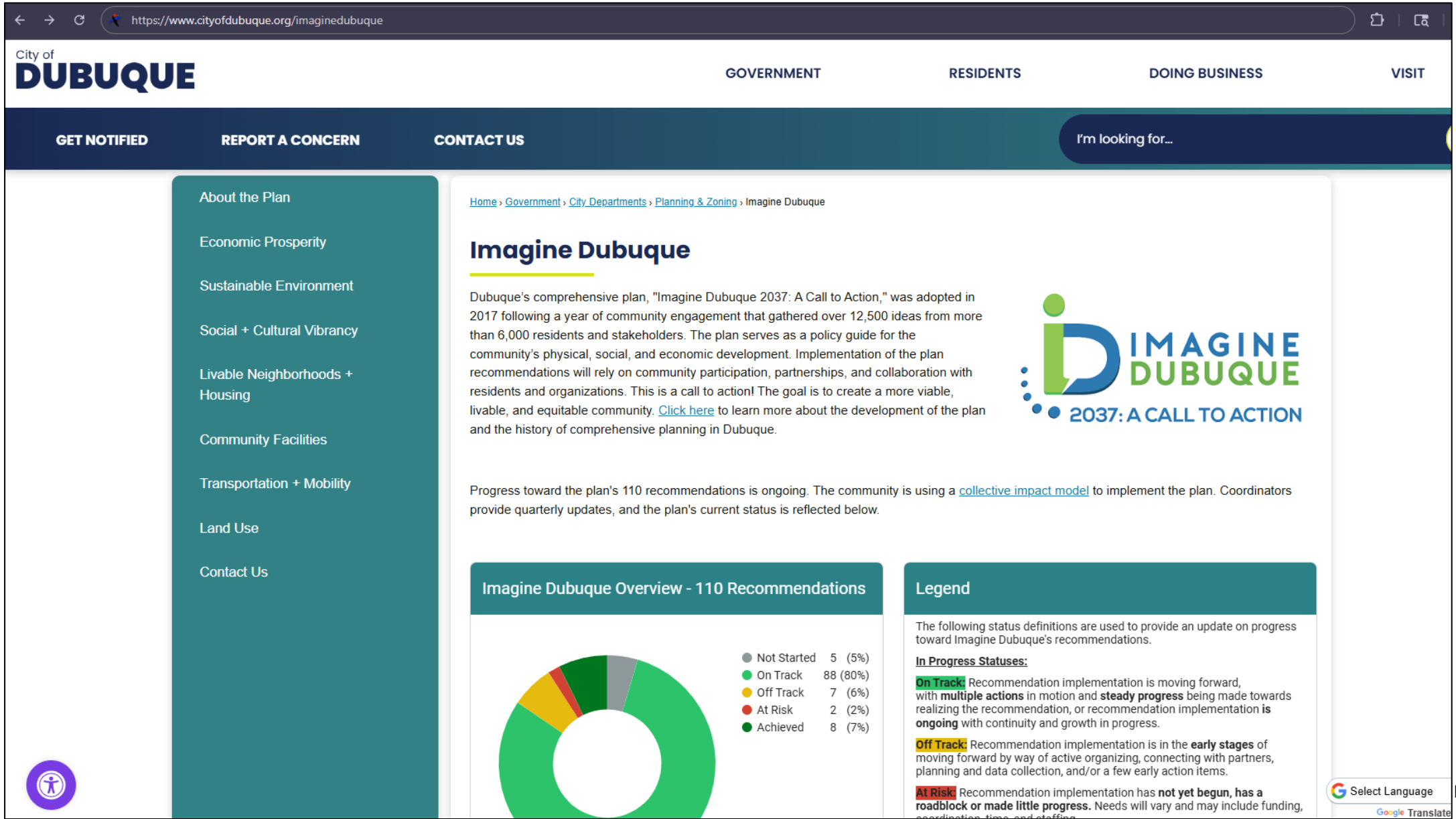
2024
85% On Track
or Achieved



Imagine Dubuque Dashboard



Imagine Dubuque Webpages

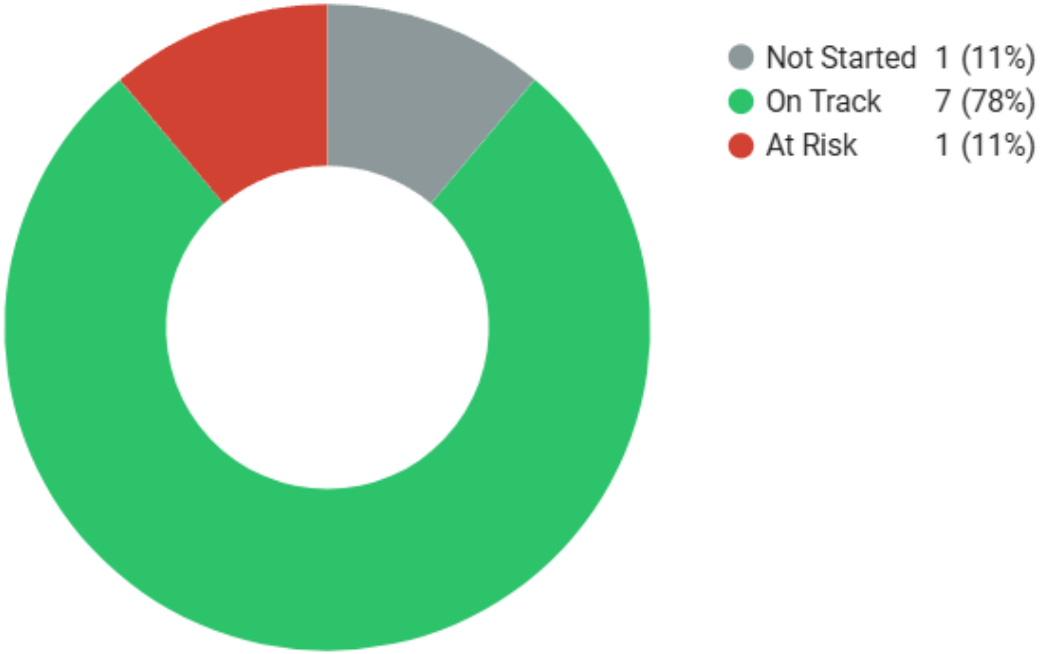


ECONOMIC PROSPERITY

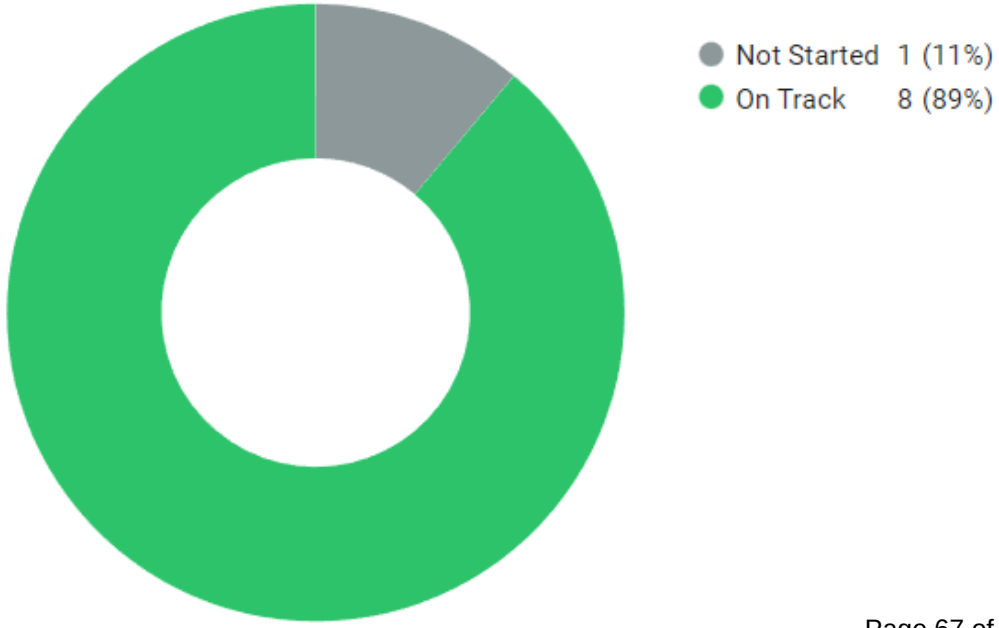
Connector:
Jill Connors, Economic Development Director

9 Recommendations

2025
78% On Track



2024
89% On Track



Economic Prosperity Highlight: New Housing







Economic Prosperity Highlight: New Housing



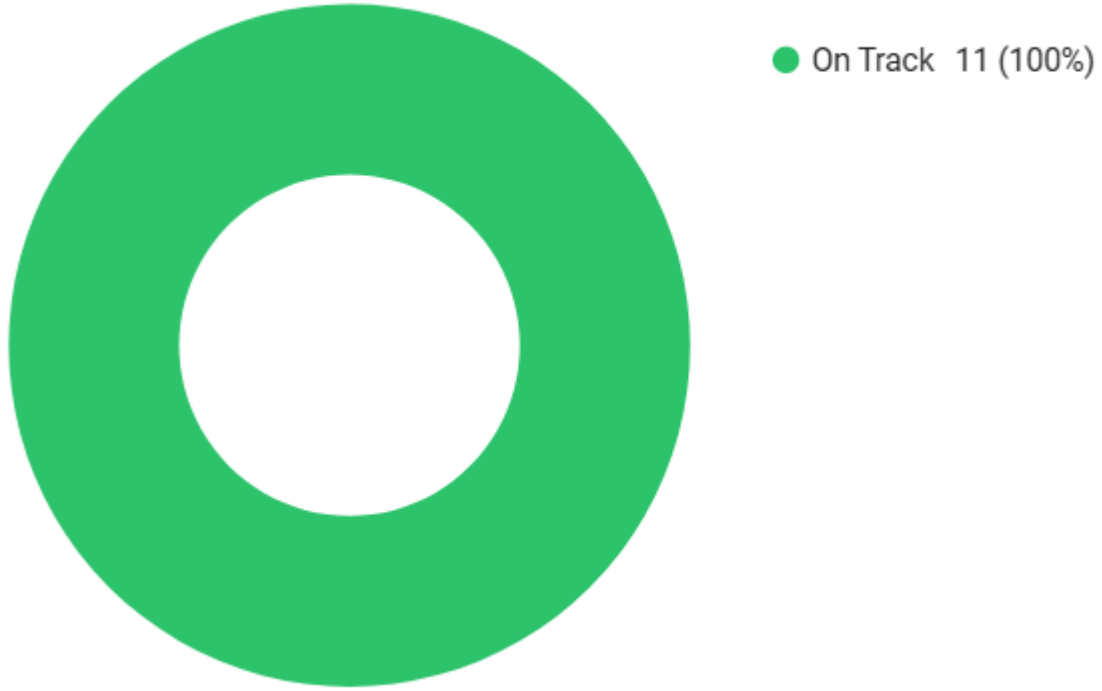


SUSTAINABLE ENVIRONMENT

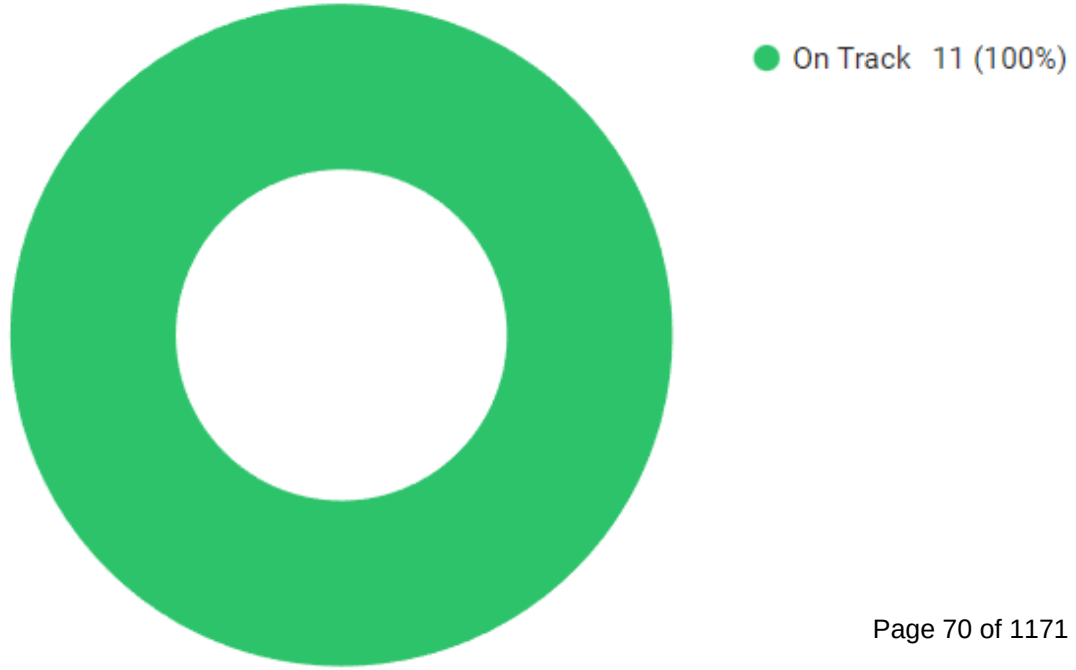
11 Recommendations

Connector:
Gina Bell,
Sustainability
Director

2025
100% On Track



2024
100% On Track



Sustainable Environment Highlight
Dubuque Nature Everywhere

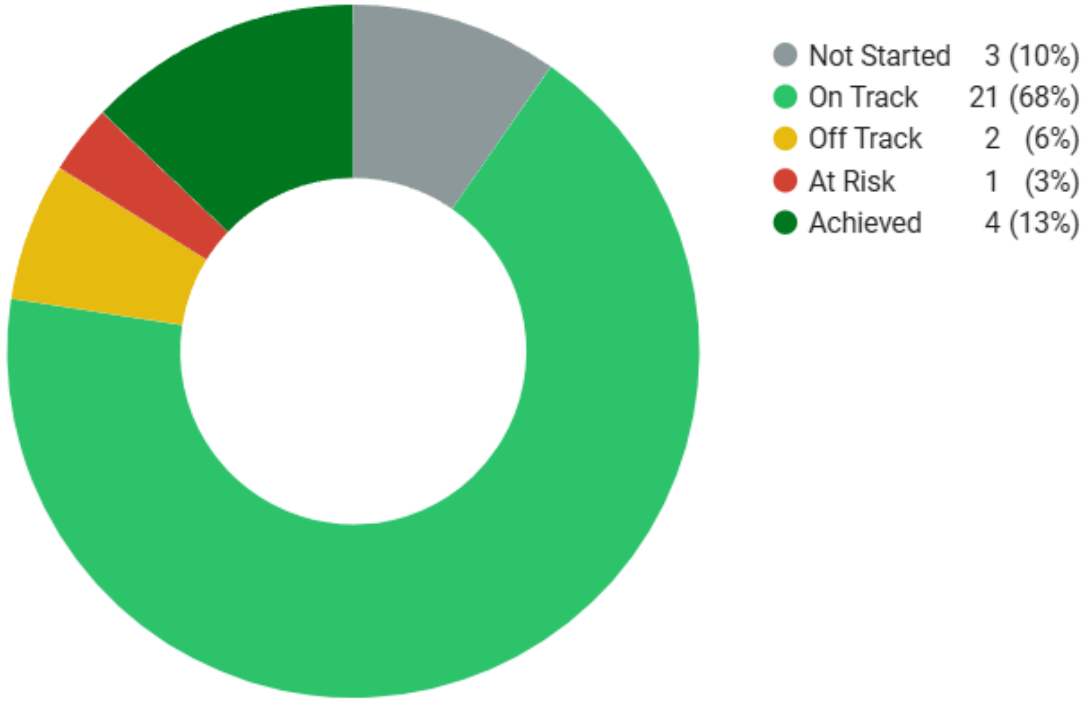


SOCIAL + CULTURAL VIBRANCY

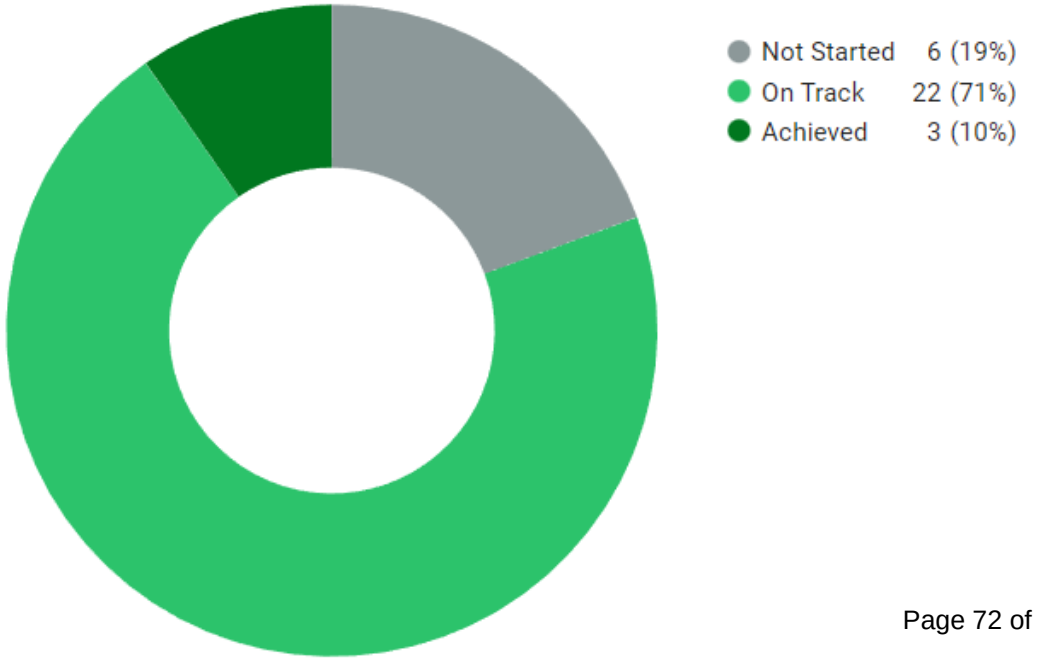
31 Recommendations

Connector:
Cori Burbach,
Assistant
City Manager

2025
81% On Track
or Achieved



2024
81% On Track
or Achieved



Social + Cultural Vibrancy Highlight
Produce Prescription Program

Crescent Community
HEALTH CENTER
an iowahealth+ partner

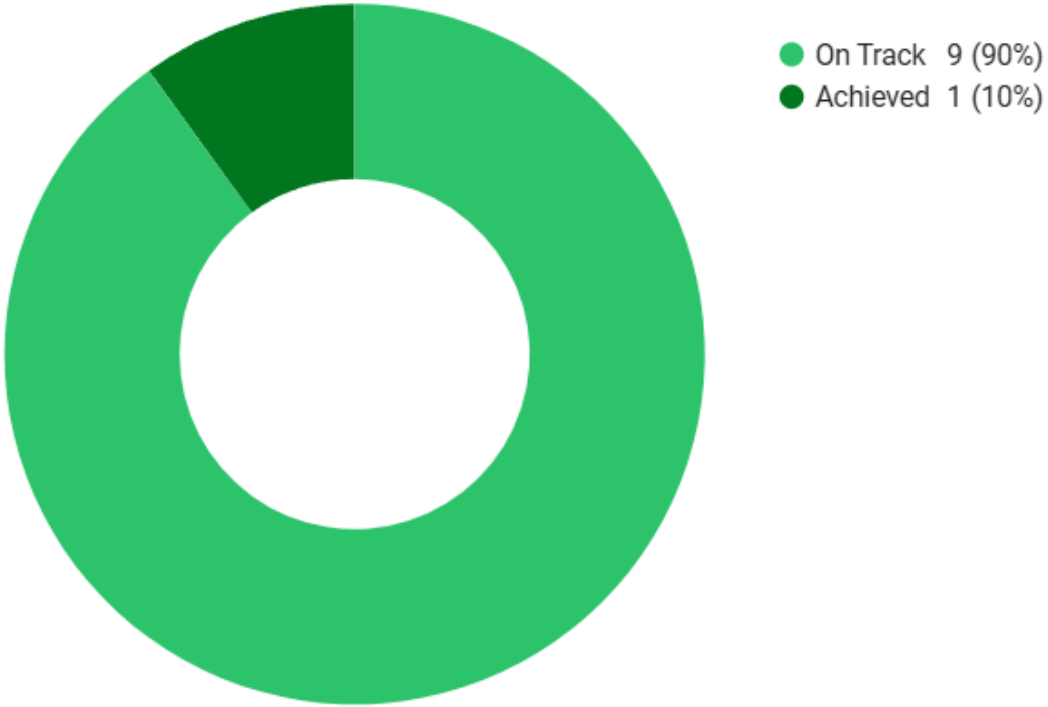


LIVABLE NEIGHBORHOODS + HOUSING

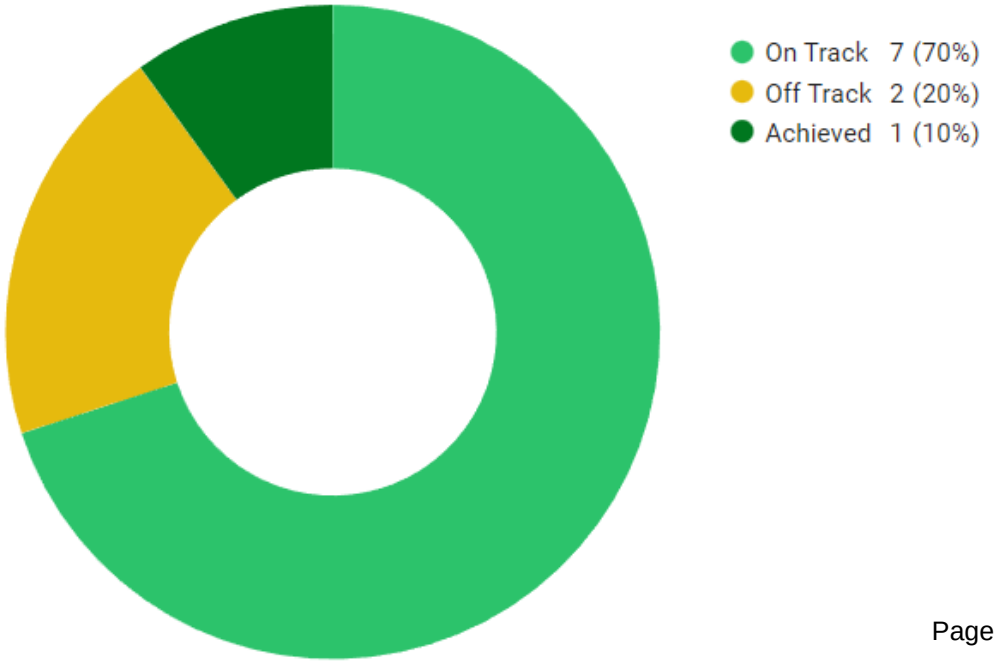
10 Recommendations

Connector: Housing & Community Development Director

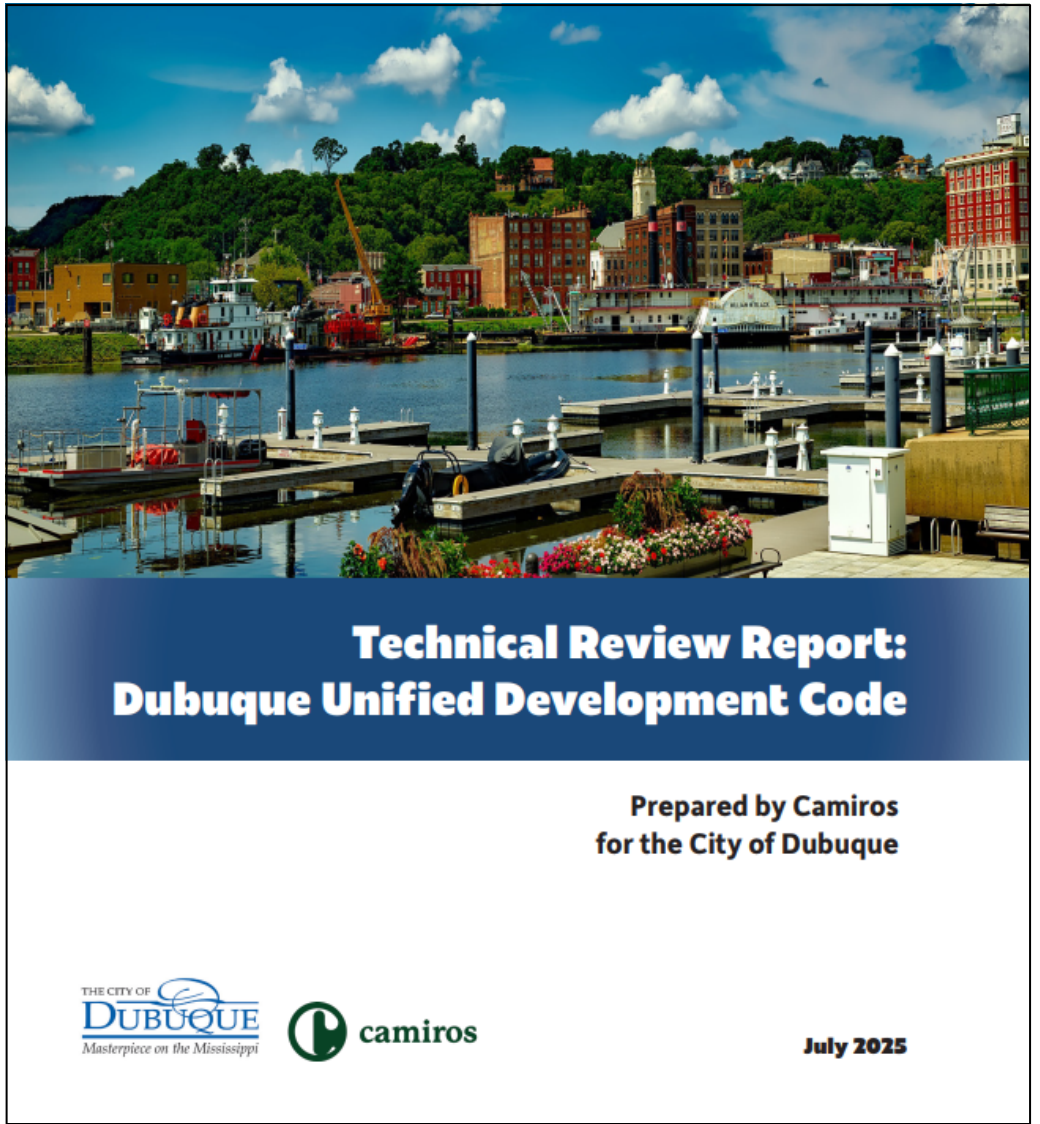
2025
100% On Track or Achieved



2024
80% On Track or Achieved



Livable Neighborhoods + Housing Highlight
Unified Development Code Update

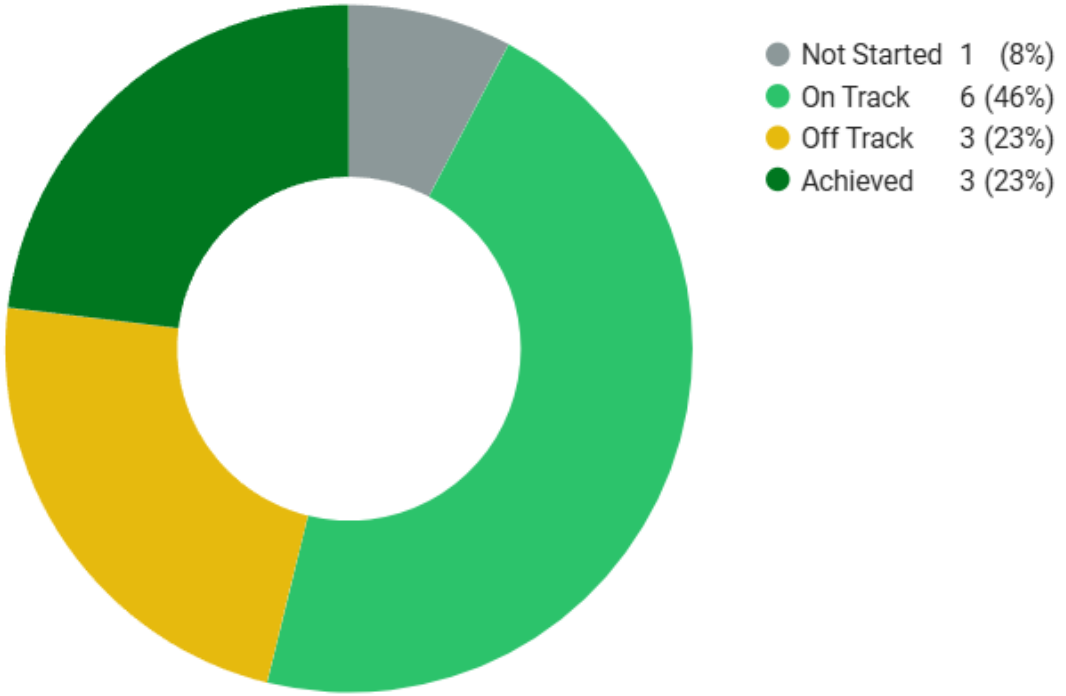


COMMUNITY FACILITIES

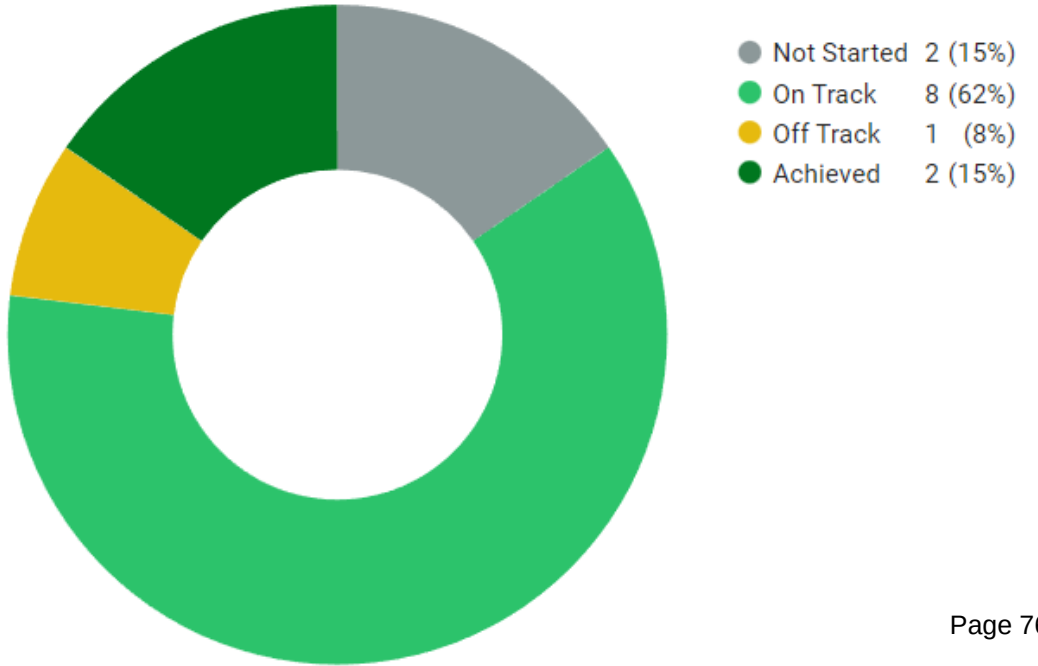
13 Recommendations

Connector:
Gus Psihoyos,
City Engineer

2025
70% On Track
or Achieved



2024
77% On Track
or Achieved



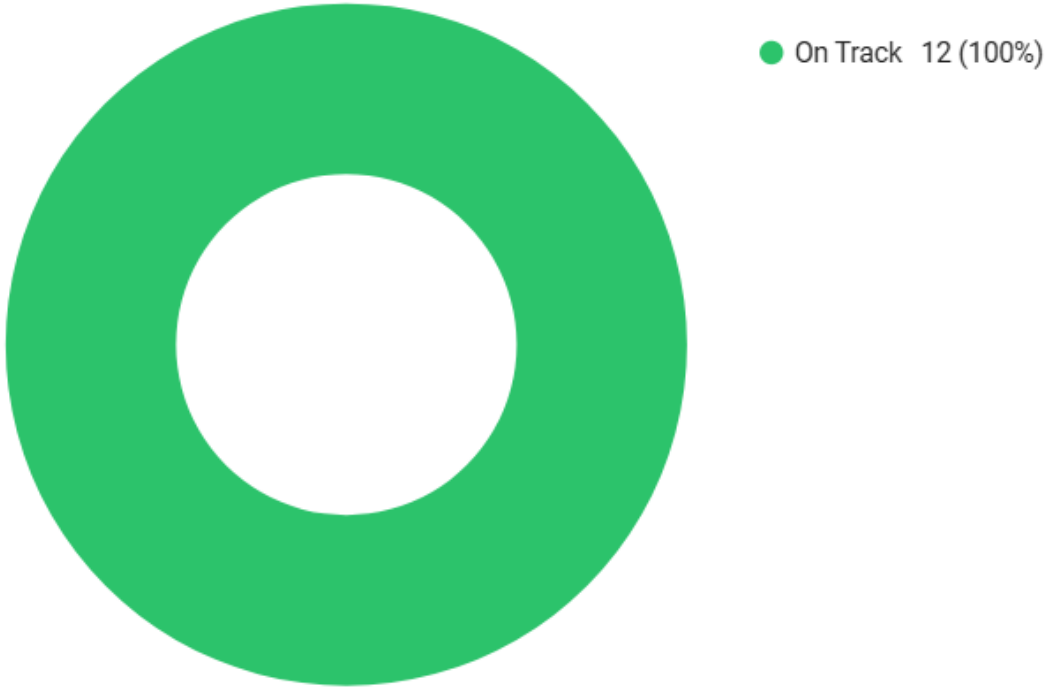
Community Facilities Highlight
Sanitary Sewer Upgrades



TRANSPORTATION + MOBILITY

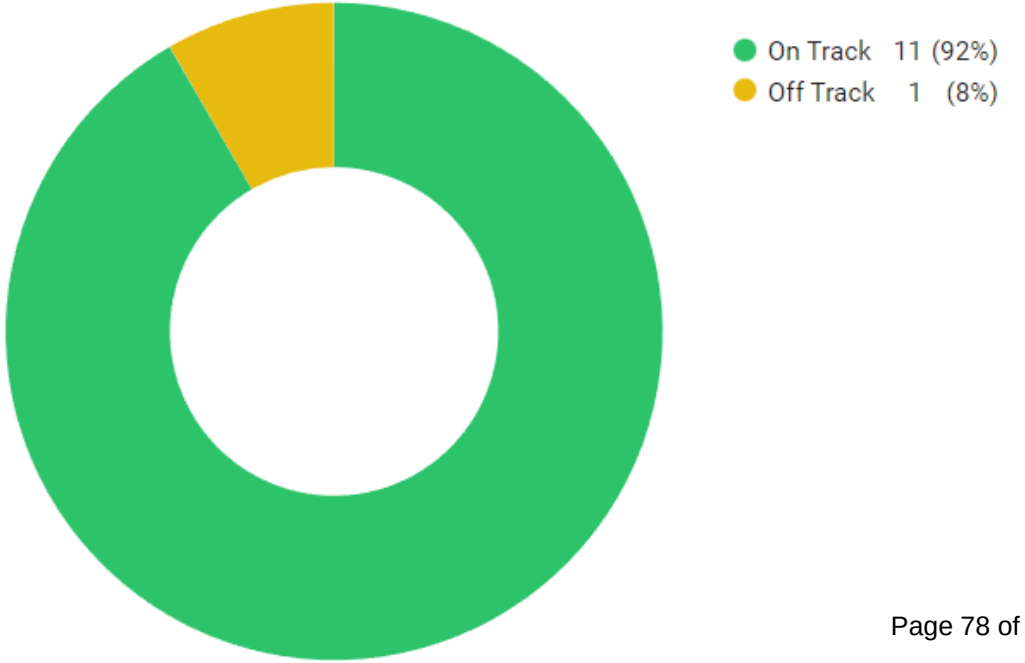
12 Recommendations

2025
100% On Track



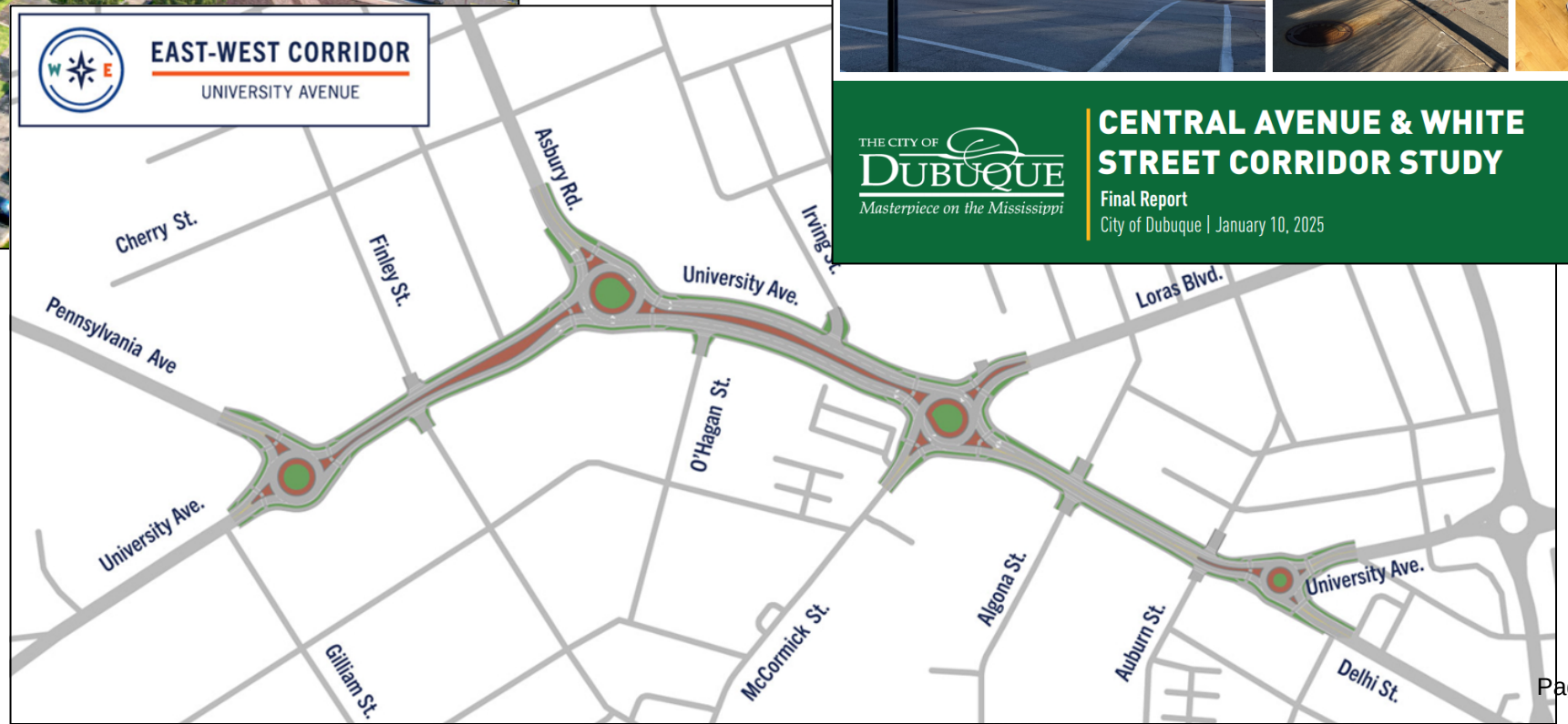
Connector:
Ryan Knuckey, Transportation Services Director

2024
92% On Track



Transportation + Mobility Highlight: Complete Streets













CENTRAL & WHITE

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

CENTRAL AVENUE & WHITE STREET CORRIDOR STUDY

Final Report

City of Dubuque | January 10, 2025

BOLTON & MENK
Real People. Real Solutions.

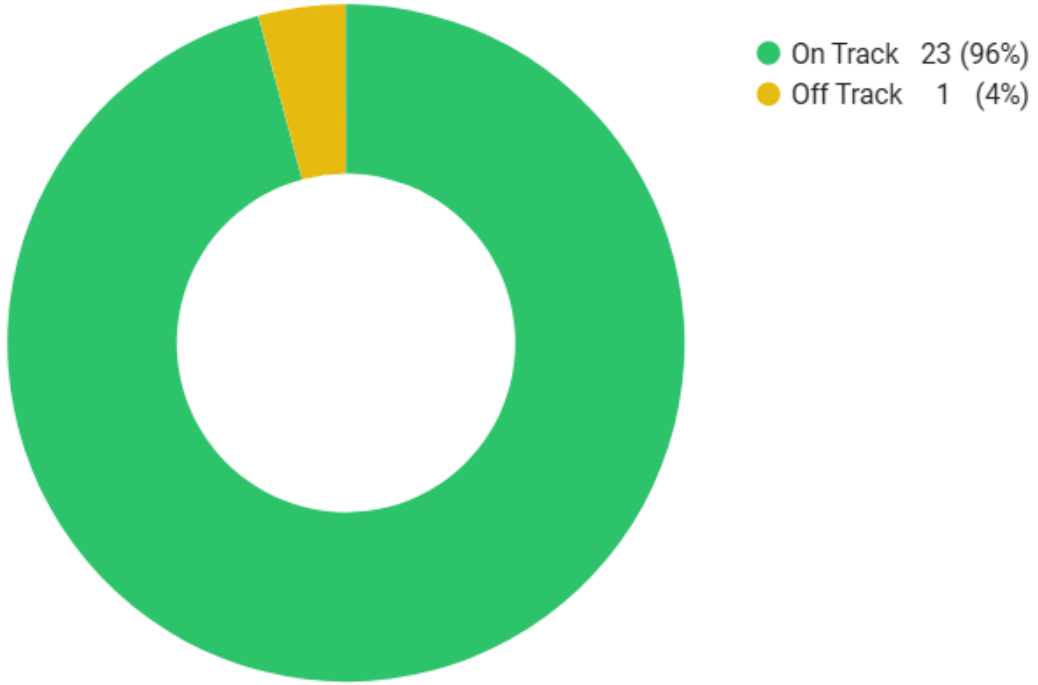
Submitted by:
Bolton & Menk, Inc.
401 1st Street SE, Suite 102
Cedar Rapids, IA 52401
P: 319-362-3219
Bolton-Menk.com

LAND USE

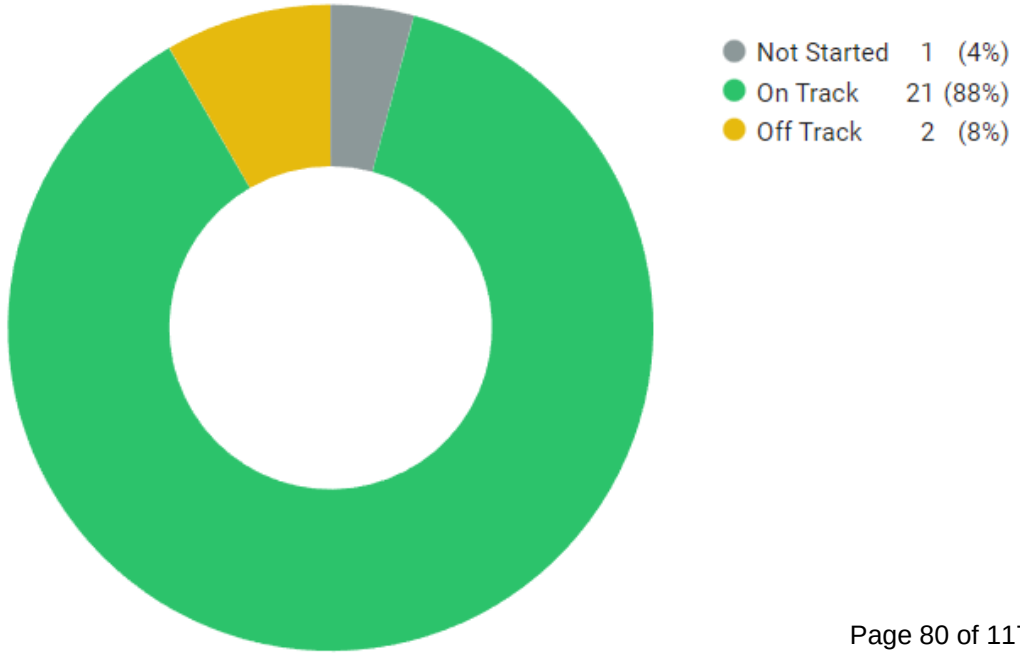
24 Recommendations

Connector:
Wally Wernimont,
Planning
Services Director

2025
96% On Track



2024
88% On Track



Land Use Highlight: Lincoln School Playgrou





Local Infrastructure Hub: Resource & Webinar

Local Infrastructure Hub

CALENDAR

Planning Ahead: Long Range Planning for Infrastructure Investment Webinar Recording and Summary

August 21, 2025



Next Steps

2025 AND BEYOND

- Downtown Master Plan in FY27
- Updated website for marketing, outreach, and reporting
- Continue to identify Champions & connect to others involved
- Use Achievelt to track with other City plans
- Comp Plan Update in FY28



Mural @ Convivium

Copyrighted
September 15, 2025

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.

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None

Copyrighted
September 15, 2025

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE: National See Tracks? Think Train Week (September 15 - 21, 2025)

SUMMARY: On behalf of CN Railroad North America.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, **See Tracks? Think Train®** Week is to be held across the U.S. from September 15 to 21, 2025; and

WHEREAS, 2,252 rail grade crossing collisions resulted in 749 personal injuries and were responsible for 268 fatalities in the United States during 2024; and

WHEREAS, 1,465 pedestrian trespassing casualties have occurred in the United States resulting in 821 pedestrians being killed and another 644 injured while trespassing on railroad property rights of way during 2024; and

WHEREAS, educating and informing the public about rail safety by reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and residents; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train® Week.

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 WEEK OF SEPTEMBER 15 THROUGH 21 2025 AS

“National See Tracks? Think Train Week”

IN THE CITY OF DUBUQUE, IOWA AND ENCOURAGE ALL RESIDENTS TO RECOGNIZE THE IMPORTANCE OF RAIL SAFETY EDUCATION.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 15th day of September 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by: Janet Drysdale of CN and accepted by Jeffrey Price of CN.

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of August 27, September 2, and September 4, 2025; Arts and Cultural Affairs Advisory Commission of July 29, 2025; Community Development Advisory Commission of July 16, 2025; Civic Center Advisory Commission of June 2, 2025; Housing Trust Fund Advisory Committee of September 12, 2024 and August 28, 2025; Investment and Cash Management Oversight Advisory Commission of April 25, 2025; Library Board of Trustees of July 24 and August 20, 2025; Resilient Community Advisory Commission of August 7, 2025; Zoning Advisory Commission of August 6, 2025; Zoning Board of Adjustment of July 24, 2025; Proof of Publication of City Council Proceedings of August 4 and August 18, 2025.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 8 27 25 City Council Minutes
2. 9 2 25 City Council Minutes
3. 9 4 25 City Council Minutes
4. Arts and Cultural Affairs Minutes
5. Community Development Advisory Commission Minutes
6. Housing Trust Fund Advisory Committee Minutes
7. Housing Trust Fund Advisory Commission Minutes Minutes 8.28.25
8. Investment and Cash Management Commission Minutes 04.24.25
9. Carnegie-Stout Public Library Board of Trustees Meeting Minutes July 24 2025
10. Carnegie-Stout Public Library Board of Trusrees Work Session Minutes August 20 2025
11. Civic Center Advisory Commission Minutes
12. Resilient Community Advisory Commission Minutes
13. Zoning Advisory Commission Minutes
14. Zoning Board of Adjustment Minutes
15. Proof_8.4.25 City Council Proceedings
16. Proof_City Council Proceedings 8.18.25

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on August 27, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of considering an irrevocable license and conducting a work session on the Unified Development Code update.

ACTION ITEM

1. Irrevocable License - UD Medical School at 500 Main Street: Motion by Jones to receive and file the documents and approve an irrevocable license for the University of Dubuque at 500 Main Street to encroach in the public right of way as described in the irrevocable license. Seconded by Wethal. In response to a question, Van Milligen confirmed that the Engineering Department considers potential traffic impacts when reviewing licenses. Planning Services Director Wally Wernimont noted that this went through the site plan review process, where visibility was considered. He indicated that City staff have no concerns with minor encroachments and added that the wide sidewalk will help minimize any impact on pedestrians. Motion carried 7-0.

WORK SESSION
Unified Development Code Update

Wernimont and Arista Strungys with Camiros presented the findings of the Unified Development Code (UDC) Technical Review conducted by Camiros. Wernimont and Strungys addressed a range of City Council questions on topics including urban farms, condos, lighting standards, electric vehicle (EV) spaces, minimum lot sizes, traffic studies, and parking requirements. When asked about next steps, Wernimont and Strungys explained that City staff will draft an ordinance using input from the public session, this work session, and other feedback. A full UDC draft will then be released for additional input at public open houses, followed by a public hearing with the Zoning Advisory Commission (ZAC) and final approval through the City Council public hearing process. Wernimont added that the entire UDC will be published in the newspaper ahead of the hearing. Strungys and Wernimont clarified that any zoning map changes must be reviewed by the ZAC and approved by the City Council. Wernimont concluded by emphasizing that staff are still accepting public input on the UDC update and encouraged anyone with comments to contact the Planning Services Department.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:08 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 September 2, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

Breitfelder announced that Barry Lindahl's Savvy Over 60 Award Recognition was removed from the meeting and will be rescheduled for the next regular city council meeting.

PROCLAMATIONS

1. Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2025) was accepted by Ernestine Moss on behalf of the Nathaniel Morgan Memorial Committee.

2. Days of Peace and Nonviolence (September 6 - 28, 2025) was accepted by R.R.S. Stewart on behalf of the Dubuque International Day of Peace Coordinating Committee.

3. Crop Hunger Walk Day in Dubuque (September 27, 2025) was accepted by Sara McCaw on behalf of Dubuque Area Congregations United.

CONSENT ITEMS

Cavanagh requested Item No. 13 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except No. 13. Seconded by Farber. Motion carried 7-0.

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. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Lubenow Express, LLC for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lubenow Express, LLC for vehicle damage; Major Joseph Jenkins 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. 279-25 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. Intent to Apply for Local Housing Trust Funds through Iowa Finance Authority for 2026: Upon motion the documents were received and filed, and Resolution No. 280-25 Authorizing Submittal Of The Application For Local Housing Trust Funds To The Iowa Finance Authority was adopted.

6. Grand River Center Floor Slab Lifting & Leveling Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 281-25 Accepting The Grand River Center Floor Slab Lifting & Leveling Project was adopted.

7. September/October 2025 City News Newsletter: City Manager provided 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. Upon motion the documents were received and filed.

8. Contract amendment for home advocacy and nursing services for HUD Lead and Healthy Homes grant: City Manager recommended approval of 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. Upon motion the documents were received, filed, and approved.

9. Problem Property Assessment: Upon motion the documents were received and filed, and Resolution No. 282-25 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 was adopted.

10. Grass, Weed and Garbage Assessments: Upon motion the documents were received and filed, and Resolution No. 283-25 Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

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. Upon motion the documents were received, filed, and approved.

12. Water System Improvements 2024 North English Road Water Main Extension Project – Receipt and Consideration of Bids: City Manager shared information on the bids for the Water System Improvements – 2024 North English Road Water Main Extension project. Upon motion the documents were received and file and adjourned further action to October 6, 2025.

13. Workforce Housing Brochure: Motion by Jones to receive and file the documents. Seconded by Sprank. City Council Members thanked city staff for demonstrating the meaning of workforce housing, highlighting housing's focus for the City Council and other community organizations, and thanked community partners for their efforts in expanding housing. Motion carried 7-0.

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting Public Hearing on a Proposed Development Agreement with ASJS Properties, LLC for Redevelopment of 1913 Jackson Street: Upon motion the documents were received and filed and Resolution No. 284-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

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: Upon motion the documents were received and filed and Resolution No. 285-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

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: Upon motion the documents were received and filed and Resolution No. 286-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

4. Water System Improvements 2024 North English Road Water Main Extension Project State Revolving Fund (SRF) Loan: Resolution Setting the Public Hearing - Environmental Review: Upon motion the documents were received and filed and Resolution No. 287-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Kutz-Weber). Applicant: Mariann Kurtz-Weber, 955 Prince Phillip Dr. Kurtz-Weber virtually spoke in support of her application.

PUBLIC HEARINGS

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: Motion by Roussell to receive and file the documents and adopt Resolution No. 288-25 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. Seconded by Wethal. Dubuque Initiatives Committee Member Rick Dickinson spoke in support of the agreement, noting the organization's 501(c)(3) nonprofit status and its use of funds from the Dubuque Racing Association (DRA) for capital projects. In response to a question, Brumwell stated that there may be periods when county taxes are levied and when they are not, as the county has a process for determining property tax exemption. In response to a question, Dickinson stated that the nonprofit is pursuing federal funds to address environmental issues on the former Blum property. Motion carried 7-0.

2. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3: Motion by Jones to receive and file the documents and adopt Resolution No. 289-25 Approving The Amended And Restated Urban Renewal Plan, Version 2025.3, For The Dubuque Industrial Center Economic Development District. Seconded by Sprank. City Council Members commended the City's successful economic development approach. Motion carried 7-0.

3. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4: Motion by Sprank to receive and file the documents and adopt Resolution No. 290-25 Approving The Amended And Restated Urban Renewal Plan, Version 2025.4, For The Dubuque Industrial Center Economic Development District. Seconded by Farber. Motion carried 7-0.

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: Motion by Roussell to receive and file the documents and adopt Resolution No. 291-25 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. Seconded by Wethal. In response to a question, Assistant City Engineer Bob Schiesl explained that the property owners' proposal to vacate the easement affected an existing permanent easement. To address this, the owners established a new utility easement in a different area of the property, which required approval from all private utility providers. Motion carried 7-0.

5. Rustic Point Park Development Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 292-25 Rustic Point Park Development Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Wethal. In response to a question, Van Milligen explained that the funding is sourced from Tax Increment Financing (TIF) associated with the development. The state mandates that expenditures be made from the general fund, with reimbursement coming from the TIF source, which is certified as debt. He also noted that the City Council approved this arrangement during the budget process. While unsure of the exact repayment timeline, he believed the turnaround would be relatively quick. Motion carried 7-0.

ACTION ITEMS

1. Smart Parking & Mobility Management Plan Update: Motion by Roussell to receive and file the documents and hear the presentation. Seconded by Wethal. Director of Transportation Services Ryan Knuckey made a presentation on the progress of the Smart Parking & Mobility Management Plan. In response to questions, Knuckey stated that the On-Street Parking Request for Proposals (RFP) must

be completed before options for integrating the City's parking technology can be discussed. He noted that the parking ramps are equipped with call buttons that connect directly to parking staff, who can provide assistance similar to a help desk. He further stated that parking ramps allow a 15-minute grace period, enabling users to test the system without incurring a fee. He reported that the new parking technology will reduce the amount of staff time currently spent repairing outdated systems, allowing more time to be dedicated to maintenance and upkeep of the ramps. He clarified that the Transit Advisory Board (TAB) is required by the Federal Transit Administration (FTA) to provide input on transit operations and noted that parking updates are shared with the TAB because of their impact on transit. Van Milligen emphasized that the TAB has no role in parking operations and noted that Knuckey maintains strong communication with major parking ramp users, including the business community. City Council Members acknowledged residents' concerns regarding potential issues in the parking ramps and their hesitancy toward changes. Council Members also commended the universal color-coding system in the ramps and expressed appreciation for the real-time updates. Motion carried 7-0.

2. Dubuque County Historical Society Letter of Authorization to Iowa Economic Development and Finance Authority's Historic Preservation Tax Credit Program: Motion by Sprank to receive and file the documents and approve the 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. Seconded by Resnick. In response to a request for an update on the Mathias Ham House, Interim Parks and Recreation Director Steve Fehsal reported that both interior and exterior improvements are underway, including painting, window repairs, and ceiling molding. He noted that the work is being funded through existing grant agreements and Capital Improvement Plan (CIP) funds. He stated that the reopening date has not yet been determined but will be confirmed. Motion carried 7-0.

3. Letters of Support for an Iowa Redevelopment Tax Credit Application for Downtown Redevelopment Projects on a Grayfield Site: Motion by Roussell to receive and file the documents and 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. Seconded by Jones. City Council Members highlighted the significant investment and housing units created through the developments and thanked all parties involved. Motion carried 7-0.

4. Fly DBQ Rewards and Incentives: Motion by Farber to receive and file the documents. Seconded by Jones. City Council Members reaffirmed air service as a priority for the past few years, acknowledged the challenges of attracting and retaining providers, and thanked Dubuque Initiatives and Denver Air Connection for offering incentives. Motion carried 7-0.

5. Greater Dubuque Development Corporation (GDDC) Wins International Economic Development Council Gold Award: Motion by Roussell to receive and file the documents. Seconded by Resnick. GDDC President and CEO Rick Dickinson acknowledged GDDC's Strategic Initiatives Consultant Dave Lyons for leading the Dubuque Broadband Acceleration Initiative. Motion carried 7-0.

6. Welcome College Students Video: Motion by Jones to receive and file the documents and view the video. Seconded by Wethal. Multimedia Specialist Felicia Carner introduced a video produced by the City's Media Services division, which featured a welcome message from Mayor Cavanagh and highlights of life in Dubuque, that was played as part of the Welcome Students campaign organized by GDDC and the local Community of Colleges. Rick Dickinson discussed GDDC's collaborations with local colleges. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Sprank reported on attending a DRA board meeting, the DRA grant reception, and a Point Neighborhood Association event. Sprank also reported on the upcoming Dubuque Dragon Boat Races event and the upcoming Nathaniel Morgan memorial event.

Farber reported on the Tim McGraw concert at the Field of Dreams.

Roussell reported on attending Dubuque Main Street committee meetings, a HACAP board meeting, and the Labor Day Parade. Roussell also reported on volunteering with Dubuque Trees Forever at the community orchard and the Dubuque Farmer's Market.

Jones reported on attending a Travel Dubuque Board meeting, a DRA board meeting, the DRA grant reception, a Bluff St. Neighborhood Association meeting, ribbon cuttings for McDonald's Supply and GoodLife Integrative Veterinary Care, Elevated Images' open house, the book signing event for former Iowa State Trooper Bob Hurley's memoir, a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) board meeting, and the Labor Day Parade. Jones also reported on meeting with Chrissy Hogue Bartels of Torfoot Entertainment Group, who is exploring film opportunities and partnerships in Dubuque.

Resnick reported speaking with a visitor who praised Dubuque, specifically Hotel Julien and St. Raphael's Cathedral.

Wethal reported on attending the Tim McGraw concert, the DRA grant reception, the Labor Day Parade, and a Dubuque County Early Childhood board meeting.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:43 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:23 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:23 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:30 p.m. on September 4, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a closed session pursuant to Iowa Code Chapter 21.5.

CLOSED SESSION

Motion by Jones to convene in closed session at 5:31 p.m. to discuss Confidential Records, Pending Litigation, Professional Evaluations, and Purchase or Sale of Real Estate - Chapter 21.5(1)(a),(c),(i),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:39 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:39 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

Tuesday, July 29, 2025
Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

Regular Meeting

Commissioners Present: David BARBA; Mary LONEY BICHELL; Doug DONALD; Nick HALDER (chair); Jessica OCHOA; Shirley DAVIS-ORWOLL

Commissioners Absent: Gail CHAVENELLE

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

1. **Call to Order / Assurance of Iowa Open Meeting Compliance**

   HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:34 PM.

2. **Roll Call**

   Roll call was skipped due to no public being present at the start of the meeting.

3. **Oath of Office**

   Donald administered the oath of office to the newly appointed Commissioners, LONEY BICHELL; HALDER; OCHOA; DAVIS-ORWOLL

4. **Officer and Committee Appointments**

   BARBA nominated HALDER for the position of chair, LONEY BICHELL seconds. HALDER accepts the nomination. No further nominations. Vote unanimously passed.

   DAVIS-ORWOLL nominated DONALD for the position of vice-chair, BARBA seconds. DONALD accepts the nomination. No further nominations. Vote unanimously passed.

The following committee assignments were agreed upon by the Commissioners:

Art on the River: LONEY BICHELL; CHAVENELLE; DAVIS-ORWOLL

Commission Strategic Initiative 1: BARBA; DONALD; OCHOA

Grants/ Commission Strategic Initiative 2: BARBA; HALDER; OCHOA

5. **Review and Approve Minutes from June 24, 2025.**

DONALD motions to accept minutes, DAVIS-ORWOLL seconds. No further discussion. Vote 4 in favor (BARBA; DONALD; HALDER; DAVIS-ORWOLL), 2 abstain (LONEY BICHELL; OCHOA)

6. **Status Reports from Staff for Review and Acceptance**

SPURLING reported that the proposed Commission ordinance changes are still with the City's legal department for review.

SPURLING shared that everything is coming together for the Art on the River opening reception. Deinstalls have taken place of last year's sculptures, with instillations beginning to take place for the new pieces. The opening reception takes place on August 1, 2025, beginning at 5pm.

The next Creative's Café will take place August 14 at the Dubuque Arboretum & Botanical Gardens. Several hands-on activities will be provided by Urban Sketchers, Planted, and Centrally Rooted.

SPURLING provided an update on the Bloomberg Asphalt Art Initiative grant and the refinishing of the original sidewalk murals. SPURLING also shared that materials for the City's Arts & Culture grant programs have been updated to reflect recent changes to legislation.

7. **Updates from Master Plan Working Groups**

Nothing new to report currently.

8. **Old Business**
   a. **Commission Strategic Plan Goals- Reporting and Discussion**

Nothing new to report currently.

9. **New Business**
   a. New Commissioner Orientation

A discussion followed between Commissioners to share information with new members about the major initiatives/programs of the Commission.

10. **Events and Engagement Reporting from Commissioners**

Nothing new to report currently.

11. **Public Comment**

Letters of appreciation from the Dubuque Arts Council and the Dubuque County Historical Society for recently awarded grants were shared with the Commission.

12. **Adjourn**

Adjournment motioned by OCHOA seconded by DAVIS-ORWOLL at 5:18 PM.

Next meeting(s): Regular Meeting – August 26, 2025.

Respectfully submitted:
Bonnie Spurling
Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on August 26, 2025

Witnessed By Nick Halder (signature)
Nick Halder (printed)
Char (officer position)

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)

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

Chairperson Julie Woodyard called the meeting to order at 5:38 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

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

Commissioners Absent: Dean Boles (excused absence), Michelle Hinke (excused absence) and Gabriel Mozena (excused absence)

Staff Present: Mary Bridget Corken-Deutsch and Stacey Weeber

Public Present: None

Certification of Minutes – June 25, 2025
Commissioner Kehoe motioned to approve the Minutes for the June 25, 2025, Community Development Advisory Commission Meeting. Commissioner Campbell seconded. Motion carried 4-0.

Correspondence/Public Input
There was no public input.

Old Business
None

New Business

a. Election of Officers

Commissioner Kehoe motioned to appoint the position of chair to Commissioner Woodyard. Commissioner Campbell seconded. Motion carried 4-0.

Motion by Commissioner Kehoe to appoint Commissioner Hinke as Vice-chair. Commissioner Campbell seconded. Motion carried 4-0

b. Set a public hearing for FY2025/PY2024 CAPER

Corken-Deutsch provided a memo to set a public hearing for the FY25/PY24 Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2024, through June 30, 2025. Motion by Woodyard to set the public hearing for FY2025/PY2024 CAPER for September 3, 2025, at 5:30 p.m., and authorize staff to publish public notice of public hearing and public comment period for 15 days in advance. Seconded by Campbell. Motion carried 4-0.

c. FY26 Annual Action Plan Amendment #1-Substantial Amendment

Corken-Deutsch provided a memo requesting Community Development Advisory Commission to set a public hearing on September 3, 2025, at 5:30pm for the attached proposed changes to the FY2026 Annual Action Plan Amendment #1 for the use of Community Development Block Grant funds. Motion by Brown to set public hearing for the FY26 Annual Action Plan Amendment #1-Substantial Amendment for September 3, 2025, and authorize staff to publish public notice of public hearing and public comment period for 30 days in advance. Seconded by Campbell. Motion carried 4-0.

Reports

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

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

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

Information Sharing

a. Board and Commission Annual Picnic – Save the Date: September 9, 2025

b. Next meeting Wednesday, September 3, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Commission, Commissioner Kehoe moved to adjourn the meeting. Commissioner Brown seconded. Motion passed by voice vote. Meeting adjourned at 6:03 p.m.

Minutes taken by:

Stacey Weeber
Housing Financial Specialist

Respectfully Submitted:

Mary Bridget Corken-Deutsch
Community Development Specialist

MINUTES
LOCAL HOUSING TRUST FUND ADVISORY COMMITTEE MEETING
(UNAPPROVED)

DATE: Thursday, June 20, 2024
TIME: 7:30 a.m.
PLACE: Housing and Community Development Department.
350 West 6th Street, Conference Room 315; Dubuque, IA 52001

Oaths of Office – Amy Eudaley
Chairperson Holz administered the Oath of Office to Amy Eudaley at 7:25 a.m. and both signed.

Chairperson Jim Holz called the meeting to order at 7:31 a.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Rick Baumhover, Michelle Becwar, Amy Eudaley and Jim Holz

Commissioners Absent: None

Staff Present: Maddy Haverland and Stacey Weeber

Public Present: None

Certification of Minutes – September 12, 2023
Commissioner Eudaley motioned to approve the Minutes for the September 12, 2023, Local Housing Trust Fund Advisory Committee Meeting. Seconded by Commissioner Becwar. Motion carried 4-0.

Correspondence/Public Input
There was no public input.

Old Business
There was no discussion on old business

New Business
a. Adjustments to Program Offerings and Terms
Haverland spoke about the new program restructure for Rehab options, offerings and terms. Haverland went through and broke down the trust fund documents and what impact it is making towards the 30% under AMI. Haverland also spoke about Homebuyer Assistance, Rental Rehab, Reconstruction, New Construction and Development Agreements. Haverland had a chart breaking down each program, what it would cover under the program, terms, dollar amount and funding. Haverland was looking for input from the Committee. There was discussion around the programs, Eudaley stated she likes the chart and Becwar likes the new recommendations on the Homebuyer Assistance. There was no motion to approve the Adjustments to Program Offerings and Terms since it is needing other Committee's involvement.

b. Transition of Local Housing Trust Fund Advisory Committee to a Nonprofit Board of Directors
Haverland stated in 2022, members of the Local Housing Trust Fund Advisory Committee expressed interest in exploring opportunities for fundraising, as other Local Housing Trust Funds in Iowa are currently doing. The City of Dubuque Local Housing Trust Fund (LHTF) is the only LHTF in the state of Iowa that is certified as a city entity; nearly all others are governed by nonprofit organizations with a Board of Directors that is independent of the local government. After some discussion and research, it was discovered that other jurisdictions within Iowa have Local Housing Trust Funds that are housed under their Community

Foundations. This presented a possible route forward, so two meetings were held with representatives from the Community Foundation of Greater Dubuque (CFGD) to discuss moving the LHTF from the City to the CFGD. If housed under the CFGD, the LHTF would have the opportunity to fundraise under the umbrella of the CFGD, build out a Board of Directors, and fund additional housing programs and initiatives in the city. In a meeting on June 5, 2024, with CFGD representatives Jason Adams, Nancy Van Milligen, Mary Jo Jean-Francois, and Jan Gill, City staff Maddy Haverland, and LHTF Advisory Committee Members Jim Holz and Michelle Becwar, it was agreed that the CFGD would be willing to take on the City of Dubuque LHTF, and that approval would be requested from the full LHTFAC. Because the CFGD does not provide direct programming services, it is proposed that if this transition occurs, the CFGD will become the fiscal agent for the IFA LHTF funds and will enter a Memorandum of Understanding with the City of Dubuque Housing Department to continue operating the programs as described in the Housing Assistance Plan. Because of the current structure being codified in the City of Dubuque Code of Ordinances, and the need to create a Board of Directors through the CFGD, the transition may not be complete by the application deadline for FY25 LHTF funds, so the City will take the lead on writing and submitting the application by the October deadline. Chairperson Holz motioned to approve the Transition of Local Housing Trust Fund Advisory Committee to a Nonprofit Board of Directors. Seconded by Commissioner Becwar. Motion carried 4-0.

c. Set Public Hearing for FY25 Local Housing Trust Fund Application
Haverland stated the hearing is set for Thursday, September 12, 2024 at 7:30 a.m. Commisioner Becwar motioned to approve the Set Public Hearing for FY25 Local Housing Trust Fund Application. Seconded by Commissioner Eudaley. Motion carried 4-0.

Information Sharing

a. YTD Programming Update
Haverland stated there were currently two Homeowner REHAB's in process in the IFA area under 50% AMI and seven Homebuyer's under 80% AMI and two that were non first time homebuyers. Haverland also stated FY23 and FY24 grants open for specialized programs that seen the need for sewer latteral recplacement. The home has to be code compliant at final inspection.

Adjournment
There being no further business to come before the Commission, Commissioner Eudaley moved to adjourn the meeting. Commissioner Becwar seconded. Motion passed by voice vote. Meeting adjourned at 8:07 a.m.

Minutes taken by:

Stacey Weeber
Housing Financial Specialist

Respectfully Submitted:

Maddy Haverland
Urban Development & Housing Rehabilitation Project Manager

MINUTES
LOCAL HOUSING TRUST FUND ADVISORY COMMITTEE MEETING
(UNAPPROVED)

DATE: Thursday, August 28, 2025
TIME: 7:30 a.m.
PLACE: Virtually via GoToMeeting

Chairperson Jim Holz called the meeting to order at 7:33 a.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Rick Baumhover, Michelle Becwar, and Jim Holz

Commissioner: Amy Eudaley joined the meeting at 7:36 a.m. due to technical issues

Staff Present: Maddy Haverland and Stacey Weeber

Certification of Minutes – September 12, 2024
Commissioner Baumhover motioned to approve the Minutes for the September 12, 2024, Local Housing Trust Fund Advisory Committee Meeting. Seconded by Commissioner Becwar. Motion carried 3-0.

Correspondence/Public Input
There was no public input.

Old Business
There was no discussion on old business

New Business
a. Schedule public hearing for IFA Local Housing Trust Fund application for FY2026 to be held on Wednesday, September 10, 2025 at 7:30 a.m. at the Historic Federal Building, Room 250.

Commissioner Eudaley motioned to approve the scheduling public hearing for IFA Local Housing Trust Fund application for FY2026 to be held on Wednesday, September 10, 2025, at 7:30 a.m. at the Historic Federal Building, Room 250. Seconded by Commissioner Becwar. Motion carried 4-0.

Information Sharing

Haverland stated the transition of LHTF is making progress, waiting on the IRS charitable status letter for the Greater Dubuque Local Housing Trust Fund to be fully certified by IFA.

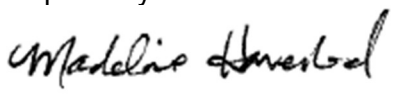
Adjournment
There being no further business to come before the Commission, Commissioner Eudaley moved to adjourn the meeting. Commissioner Baumhover seconded. Motion passed by voice vote. Meeting adjourned at 7:38 a.m.

Minutes taken by:

Stacey Weeber

Stacey Weeber
Housing Financial Specialist

Respectfully Submitted:



Maddy Haverland
Urban Development & Housing Rehabilitation Project Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Members of City of Dubuque Investment Oversight Advisory Commission

FROM: Brian DeMoss, Finance Manager

RE: Un-approved Minutes of the April 24, 2025, Meeting of the Investment Oversight Advisory Commission and Chairman's Quarterly Report

DATE: **July 22, 2025**

Commission members present:
Daniel Garza ,Gary Ruden, and Molly Valaskey

City staff present:
Brian DeMoss, Finance Manager

1. The meeting was called to order at 3:00 p.m. by Gary Ruden. This is an official meeting as a quorum was present.

2. Finance Manager, Brian DeMoss certified that the meeting was in compliance with the Iowa open meetings law.

3. Dana investments was present virtually to present.

   DB&T Investments,Mathew W, gave a portfolio and economic updated for the quarter ending March 30, 2025. The portfolio is compliant with the City's investment policy. Mathew reviewed the 2025 market, noting the federal held off cutting rates and will see two rate cuts in 2025. Also noting the Fed does not react to the news and are patient when making decisions. For the last twelve months the City has seen a return of 5.759, net of fees. Current average maturity is 2.67 years.

4. Molly Valaskey moved that the minutes of the January 24, 2025, be approved. The motion was seconded by Daniel Garza and approved unanimously.

5. Brian DeMoss reported on recent certificate of deposit results. Noting CD's currently have a weighted average of4.669%

6. The Commission reviewed the March 31, 2025, quarterly investment reports.

7. No communication from the public was noted.

8. The next meeting of the Commission is scheduled for July 24, 2025, at 3:00 p.m. A representative from BTC will be invited to present at the meeting.

9. Molly Valaskey. moved that the meeting adjourn. The motion was seconded by Daniel Garza. The meeting was adjourned at 3:40 p.m.

Carnegie-Stout Public Library
Board of Trustees
Meeting Minutes of July 24, 2025

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:05 p.m. on Thursday, July 24, 2025.

Present: President Victor Lieberman, Vice President A. Alanda Gregory, Secretary Andy Bland, Trustee, Diann Guns, Trustee Christy Monk (virtual), Trustee Pam Mullin (virtual), Trustee, Jessica Connery (sworn in on 7/24/25), Library Director Nick Rossman

1. President Lieberman called the meeting to order at 4:05 p.m.

"Moved to adopt the meeting agenda of July 24, 2025."

Motion: *Bland*
Second: *Guns*
Vote: *Aye – 6; Nay – 0*

2. Board President's Report:

A. Oath of Office Administered for Jessica Connery

"Moved to receive and file the Oath of Office for Jessica Connery for appointment of the Library Board of Trustees."

Motion: *Gregory*
Second: *Guns*
Vote: *Aye – 6; Nay – 0*

B. Election of Board Officers: Nominations and Vote

"Moved to nominate the slate of executive officers to the Library Board of Trustees as A. Alanda Gregory for President, Andy Bland as Vice President, and Diann Guns as Secretary."

Motion: *Lieberman*
Second: *Monk*
Vote: *Aye – 7; Nay – 0*

C. Library Board Committee Appointments

"Moved to receive and file the following appointments to Board of Trustees subcommittees by President Alanda Gregory:

1) Relations Committee: Alanda Gregory, Dianne Guns, Jessica Connery

2) *Operations Committee: Alanda Gregory, Christy Monk, Pam Mullin*
3) *Planning Committee: Alanda Gregory, Andy Bland, Victor Lieberman*
4) *28E Agency: Victor Lieberman*
5) *Art Subcommittee: Alanda Gregory*
6) *Library Foundation: Christy Monk, Diann Guns, Jessica Connery*

Motion: *Bland*
Second: *Lieberman*
Vote: *Aye – 7; Nay – 0*

D. Communication with Dubuque City Council, June, 2025

"Moved to receive and file the communication with the Dubuque City Council from June 2025."

Motion: *Guns*
Second: *Bland*
Vote: *Aye – 7; Nay – 0*

3. Approval of Board of Trustees Meeting Minutes of June 23, 2025."

"Moved to approve the Board Meeting Minutes of June 23, 2025."

Motion: *Lieberman*
Second: *Bland*
Vote: *Aye – 7; Nay – 0*

4. 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 June concludes the fiscal year. We have spent 95% of our budget.

Revenue collected at 116% of projected budget.

2) Library Use – Rossman reported a 1% decrease in circulation statistics compared to June 2024, with more than a 1% increase over the previous fiscal year total.

The library saw a 9% increase in visitors compared to June 2024, with a 7% increase over the previous fiscal year total.

The library saw a 6% increase in computer and Wi-Fi usage compared to June 2024, with a 7% increase over the previous fiscal year total.

Patrons used curbside pickup for 70 visits in June.

Rossman reported there were 2,912 Hoopla downloads in May. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

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

Rossman reported the August and September Art @ your Library program will feature artists from the Midwest Basket Guild whose mission is to foster an appreciation for traditional baskets. The featured artists are Pam Brown, Linda Chmelar, Cindy Ehrlich, Marita Hale, Diane Knockel, Pat Kramer, Joy Maples, Sandy Michalik, Regina Riley, and Mary Thompson. A reception will take place on Friday, August 1 from 5:30 pm to 7:30 pm. This reception will also feature participants in the library's Tiny Art program from the Summer Reading Program as well.

Rossman reported the Carnegie-Stout Public Library Foundation was awarded two grants this year. The McDonough Foundation gave $2,500 to help pay for a new embroidery machine for the Maker Space and the Dubuque Racing Association gave $15,000 to help create book bundles to deliver to local preschools.

Rossman reported that the library was invited to participate in this year's annual data walk, a program organized by the Community Foundation of Greater Dubuque. Each year, the data walk relates to ongoing community issues, displays information, providing an opportunity for community members to peruse and reflect. This year the research is around social capital and are specifically interested in library card holder data. The Board will vote to approve the collaboration.

Staff updated the text of the Carnegie-Stout Public Library's 2023-2028 Strategic Plan to make the following changes: Remove the word 'equity' and 'inclusion' replacing them with 'opportunity' and 'belonging', respectively, and in accordance with Iowa law. Also, renaming the City of Dubuque's "Department of Equity and Human Rights" to "Department of Human Rights" to accurately reflect their name change. The Board will vote to approve the changes.

4) Library Space Needs – Library Director Rossman suggested the Board organize a work session to continue discussion on the minor renovations stemming from the Space Needs work that FEH Design has been continuing to work with the Carnegie-Stout Public Library on. An email will be sent out to Board members to select a time for an open work session for trustees, staff, and any public that would wish to attend.

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: *Bland*
Second: *Guns*
Vote: *Aye – 7; Nay – 0*

5. Action Items (Action):

A. Library Expenditures FY-25: Operating Expenditures June, Period 12 – The Board reviewed the detailed expenditures reports.

"Moved to approve the library expenditures for FY-25 June, Period 12."

Motion: *Lieberman*
Second: *Guns*
Vote: *Aye – 7; Nay – 0*

B. Partnership with Community Foundation of Greater Dubuque to collaborate for the 2025 Data Walk.

"Moved to approve a partnership with the Community Foundation of Greater Dubuque to work with them for the 2025 Data Walk."

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

C. Suggested language updates to Carnegie-Stout Public Library 2023-2028 Strategic Plan

"Moved to approve language changes to Carnegie-Stout Public Library Strategic Plan 2023-2028 to update language to reflect changes to Iowa law."

Motion: *Guns*
Second: *Bland*
Vote: *Aye – 7; Nay – 0*

6. Library Board Adjournment – The Board adjourned at 4:51 pm.

"Motion to adjourn."

Motion: *Lieberman*
Second: *Guns*
Vote: *Aye – 7; Nay – 0*

Diann Guns 08-28-2025

Diann Guns, Board Secretary ***Date***

Carnegie-Stout Public Library
Board of Trustees
Meeting Minutes of August 20, 2025

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:10 p.m. on Wednesday, August 20, 2025.

Present: President Alanda Gregory, Secretary Diann Guns, Trustee Jessica Connery, Trustee Victor Lieberman, Trustee Christy Monk, Trustee Pam Mullin, Library Director Nick Rossman, Adult Services Manager Amy Muchmore, Circulation Services Manager Rebecca Leifker, Information Technology Manager Mike Kerth, and Library Assistant Laura Feyen.

Absent: Vice President Andy Bland

Public Present: None

1. President Gregory called the meeting to order at 4:10 pm.

"Moved to adopt meeting agenda of August 20, 2025."

Motion: *Monk*
Second: *Mullin*
Vote: *Aye – 6; Nay – 0*

2. Motion to Receive and File Discussion of Work Session regarding continued work for potential library renovations.

"Moved to receive and file a discussion regarding continued work for library renovations of the Carnegie-Stout Public Library."

Motion: *Guns*
Second: *Mullin*
Vote: *Aye – 6; Nay – 0*

Discussion surrounded the use of gift trust funds, scope of the various projects up for consideration for potential internal renovations.

Trustee Diann Guns recommended the following items to be put to Board of Trustees vote at the August 28, 2025 meeting:

1. *Approve use of the Mutschler Trust funds to fund items 1 – 3 in the FEH Design conceptual plans.*
2. *Approve a contract amendment with FEH Design to continue the design plans with the Carnegie-Stout Public Library.*

3. Motion to Receive and File Communication/Public Comment.

"Moved to receive and file communications/comments from the public."

Motion: *Lieberman*
Second: *Monk*
Vote: *Aye – 6; Nay – 0*

4. Library Board Adjournment – The Board adjourned at 5:37 pm.

"Motion to adjourn."

Motion: *Mullin*
Second: *Lieberman*
Vote: *Aye – 6; Nay – 0*

Diann Guns 08-28-2025

Diann Guns, Board Secretary Date

Five Flags Civic Center Advisory Commission Meeting
June 2, 2025

COMMISSIONERS PRESENT:	Bryce Parks, McKenzie Blau, Alan Schumacher, Colleen Myers
COMMISSIONERS ABSENT:	Sara Tandy
STAFF PRESENT:	Aaron Rainey, Jesse Cosens, Greg Olson
OTHERS PRESENT:	Parks and Recreation Lead Administrative Assistant Angie Metcalf, Parks and Recreation Director Marie Ware
CALL TO ORDER:	Vice Chair Blau called the meeting to order at 3:32PM.
MINUTES APPROVED:	Blau recommended the meeting minutes from the December 2, 2024 meeting be reviewed and approved at the next commission meeting in September 2025.
INTRODUCTION OF NEW COMMISSION MEMBERS:	Alan Schumacher and Colleen Myers introduced themselves as new commission members.
ELECTION OF OFFICERS; VOTE:	After a short discussion between commissioners, all parties were comfortable with the current officers keeping their current positions because have three newly appointed members. Commissioner Blau motioned, Commissioner Parks to Chair of the Commission. Parks seconded to nominate. Motion passed unanimously. Commissioner Parks motioned, Vote Commissioner Blau to Vice Chair of Commission. Blau seconded to nominate. Motion passed unanimously.
UPDATE FROM GENERAL MANAGER AARON RAINEY ON BOOKINGS AND EVENTS:	Rainey shared that the new management company, Oak View Group (OVG), will officially transition management starting July 1, 2025. He also advised that the FY2026 bookings are looking strong and off to a great start with new bookings and renewals. There are a handful of shows remaining in FY25, which are expected to do well. Iowa Power Arena Football is set to start August 16, 2025 and the league championship game is scheduled for December 20, 2025. The installation of the promenade advertisement TVs will be installed prior to June 30, 2025.
UPDATE FROM DIRECTOR OF OPERATIONS AND EVENTS JESSE COSENS:	The north wall water access is repaired and no longer leaking. All safety and rigging inspection items that were able to be completed in-house, have been completed. Bleacher inspection is complete. The external paint and pretty campaigns are back in full swing for the season. Painting and redecorating of the arena dressing rooms (greenrooms) are moving along. Work on the HVAC system repairs upcoming.

UPDATE FROM DIRECTOR OF FINANCE GREG OLSON:	Olson shared the quarterly financial report with commission members, advising of a forecasted for FY25 of $308,240 over benchmark.
MANAGEMENT COMPANY TRANSITION:	Rainey and Ware shared an overview of the transition to date and what is upcoming. Ware shared activities to expect in the transition based upon the recent Grand River Center Transition.
PREPARE AND RECOMMEND GOAL SETTING WORKSHEET FOR CITY COUNCIL	Ware introduced the goal sheets to be provided for review by City Council during their goal setting sessions in August 2025. Page one listed the success of FY 2025 identified by the Commission and their impacts. Page two listed the goals and focus issues for FY2026 identified by the Commission. Commission members listed their successes and discussed the goals. Commissioner Parks motioned and Commissioner Blau seconded, to approve the Goal Setting sheet. Motion passed unanimously.
ADJOURNMENT:	It was moved by Parks, seconded by Blau, to adjourn the meeting 4:26 p.m. Unanimous.
NEXT MEETING:	September 8, 2025, 3:30 p.m. **Meetings for 2025** December 1, 2025

BOARD AND COMMISSION SUCCESSES
2024 – 2025
Dubuque, Iowa
June 2025

DEPARTMENT: Civic Center Commission

Please list your department's most important achievements that were completed during 2024 – 2025 under "Success." Under "Impacts", please explain what the benefits to the city and to a resident were as a result of each achievement.

Success:	Incorporated self-service kiosks for concession stands. Continued the initiative to promote 'grab and go' stations during events.
Impacts:	Increased patron satisfaction, faster customer service, and enhanced efficiency for staff.

Success:	Bookings are strong for the fall of 2025.
Impacts:	More entertainment opportunities for the residents and visitors as well as a diverse offering of events.

Success:	Improvements made to the artist's greenroom.
Impacts:	Provide a more inviting and relaxing space for artists to unwind before and after their performances, while reinforcing the city's reputation as a hospitable and artist-friendly destination.

Success:	Installation of promenade located throughout the building for adverting/sponsorship on television screens.
Impacts:	Provides advertising opportunities for current sponsors and encourage new sponsorships and promote upcoming shows and announcements.

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BOARD AND COMMISSION INITIATIVES 2025 – 2026: SHORT-TERM ISSUES AND PROJECTS

Dubuque, Iowa

June 2025

DEPARTMENT: Civic Center Commission

Please list issues or projects that you would like for the city to address this 2025 – 2026

1. RFP released for architectural and engineering services for the $23.4 million renovation development plan creating a venue for the future and improves the customer experience.

2. Continue to complete capital improvements to Five Flags to have a facility maintained and managed well for the attendees of events and activities.

3. Reachieve meeting benchmark in FY26.

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CITY OF DUBUQUE - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 08/07/2025

TIME: 5:04 pm

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

MEMBERS PRESENT: Robin Kennicker. Jake Kohlhaas, Nolan Bielinski, Dave McDermott, and Sandra Evans

MEMBERS ABSENT: Lalith Jayawickrama and Rachel Schmidt Boeke

STAFF PRESENT: Michelle Kim, Gina Bell by phone

Kohlhaas called the meeting to order at 5:04 pm

TEST AGENDA

MINUTES APPROVAL:

- Bielinski motions to approve June meeting minutes. Kennicker seconds. Motion to approve carried.

PUBLIC COMMENT: N/A

New Business:

- Nature Everywhere + Wanderwood Gardens
    a. Jared McGovern from Nature Everywhere + Wanderwood Gardens spoke about the progress of the park and the programs they plan to offer
    b. Opening in June 2026
    c. Fostering creativity, confidence, and play in children through nature
- Beaver Damn Analog presentation
    a. John Shroder and John Sewell presented about stream/river management with manmade beaver dams and storm water management that works with our natural environment.
- Dubuque Area Land and Water Agency (DALAWL) request for Parks and Recreation Master Plan
    a. Bielinski motions to approve, Evans seconds. Motion to approve carried, Kennicker abstained.
        i. Bielinski to draft a letter to Council in support of items 6, 7, and 9 on the "Dubuque Area Land and Water Legacy – Recommendations for Dubuque City Council Parks & Recreation Master Plan and Envision 2030" list

ii. Commission does not support action items 1, 8, and 11 on the list

Old Business:
N?A

Commissioner Reports: How Did I Show Up?
N?A

Important Dates
N/A

Staff updates

- 856 SD grant redline
  - Commission to review redline edits to the Sustainable Dubuque Grants document outside of commission meeting time and suggest necessary edits/comments before 9/4/2025.

Next meeting date: The next commission meeting will occur on Thursday, September 4, 2025, at 5pm at the Jule Operations and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd.

ADJOURNMENT: The Commission adjourned at 7:04 pm.

Minutes approved by: _____

Jacob Kohlhaas, Commission Chair

Prepared by: _____

Michelle Kim, Climate Action Coordinator

Approved

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

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

Commissioners Excused: Patrick Norton and Teri Zuccaro

Commissioners Unexcused: None

Staff Members Present: Shena Moon and Travis Schrobilgen

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

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

PUBLIC HEARING/REZONING: Application of Zoe Zein to rezone property located at 705 Caledonia

Chairperson Mulligan noted that the applicant had submitted a request to table the rezoning request to a future meeting.

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

PUBLIC HEARING/REZONING: Application of Sherry Ehrlich to rezone property located at 32 West 32nd Street.

Tom Larsen, Buesing and Associates, spoke on behalf of the applicant. He noted that the applicants are looking to construct a realty office on the site. He said they are working on site layout that would have parking located in the rear with green space out front along 32nd Street. He noted that a general office use shouldn't generate much traffic volume and that the applicant does not intend for the office to negatively impact the neighboring properties. He noted the surrounding zoning districts and stated that the proposed OR would be a transitional buffer between the residential zoning districts and

other adjacent uses and zoning districts. He stated that a site plan would require review by city staff and that the applicant would need to meet city code requirements. He stated that parking would be provided on the site.

Jonie Heitzmann, 3152 W 32nd Street, spoke in opposition to the request on behalf of herself and her husband, Ron Heitzmann. She stated that she researched the OR zoning district, and she noted that the OR district allows more principal permitted uses than the R-1 district, and that the uses in the OR would not fit the neighborhood. She stated that while she wasn't initially concerned about a smaller real estate office, the potential for other uses that would be permitted in the OR district do concern her. She said she believes this to be spot zoning and that spot zoning benefits the property owner and not the neighborhood. She said she felt that the proposed uses would not benefit the neighborhood. She said she chose her property because of the R-1 neighborhood and appreciates the proximity to the trail. She said the Northwest Arterial is not always great to live by, but it provides a natural transition from single-family to higher intensity uses to the north. She said the neighborhood previously opposed a request for an R-4 zoning on a neighboring property and the developer changed their plan, subdivided the property, and constructed two single-family residences.

Genevieve Voss, 3160 W 32nd Street, spoke in opposition to the request on behalf of herself and her husband, Richard Voss. She noted that they bought their home in an R-1 district and expected the neighborhood would remain single-family. She expressed her concerns around vehicles parking along 32nd Street. She stated that the lot could be used for two single-family dwellings which would be a better fit for the neighborhood.

Tom Larsen responded to the public comments. He noted that parking would need to be provided on the property and that a real estate office would generate a low volume of traffic.

Staff Member Moon detailed the staff report noting that the site is surrounded primarily by R-1 zoning to the south and east and that there is an OS Office Service zoning district to the west which could allow for similar uses as the proposed OR district. She noted the C3 and R-3 zoning districts located across the Northwest Arterial. She discussed the public notification requirements and stated that staff did receive several letters of opposition which have been shared with the applicant and the commission. She shared a public opposition map and noted that because more than 20% of the notified property owners are in opposition to the request that it would require a super majority vote at the City Council to be approved.

Staff Member Moon shared a chart which outlines the principal permitted uses in the R-1 and OR zoning districts. She noted the uses that are permitted in both zoning districts and that the OR zoning district is generally a transitional district between residential and commercial uses. She noted that the OR district would not allow for a single-family or two-family dwelling unless it is located within an existing structure, but that it would allow for the construction of a townhome. Staff Member Moon stated that the Commission may wish to consider whether a conditional rezoning would be

appropriate as that would allow for the Commission to approve certain uses in the OR district that they felt might be appropriate and omit others that they do not find appropriate for the subject site.

Staff Member Moon addressed the discussion regarding spot zoning and stated that spot zoning can be more nuanced than just one zoning district within a sea of a different zoning district. She stated that there may be instances in which a zoning district may be appropriate as it may provide services or uses that would benefit the neighborhood such as a corner store in a residential neighborhood. She noted the OS district across 32nd Street highlighting the proximity of that district to the subject property.

Staff Member Moon clarified that the site is around 21,000 square feet in area and the lot could potentially be subdivided to create two single-family lots; however, a challenge of this property is establishing a safe access point from 32nd Street on to the site. She noted that the property is located on a curved portion of 32nd Street and that safe access to the site would be reviewed no matter the property use. She noted the applicant is actively working with the Engineering Department to consider the safest point of access. She noted that parking along 32nd Street would not be allowed. She stated that parking would need to be provided on the subject property and that the parking requirements would be based on the use. Staff Member Moon noted that a site plan review would be required for any residential development of more than two units and any commercial uses.

Commissioner Lohrman asked if the property had a building currently and staff noted that the lot was vacant and clarified that single-family and two-family dwellings would be allowed in an existing building only.

Commissioner Russell questioned who owned the OC district to the west and staff clarified that it is owned by the City of Dubuque and it is platted as part of the public right-of-way.

Commissioner Lohrman stated that she does not find the rezoning appropriate. She said the neighbors have battled to keep the area R-1, noted the arterial is a natural break between residential and commercial uses, and said there is no benefit to the neighborhood in switching to OR.

Commissioner Russell stated that he agrees with the applicant representative that parking and traffic would have a minimal impact but agrees that the arterial is a natural break between residential and commercial uses.

Commissioner Froistad noted that he agreed with his fellow Commissioner. He asked if the parcel had unseen issues that would explain why it has been on the market for so long or why it hadn’t been developed to-date. Staff noted that there are no major site constraints from the City’s perspective and that the property is developable. He stated he was opposed the OR zoning.

Commissioner Christ questioned how many multi-family residential units could be constructed on the property. Staff stated that based on site area alone in the OR district a maximum of 19 dwelling units could be constructed; however, the calculations do not take into consideration other development requirements such as open space, parking spaces, drive aisles, etc. which would reduce the buildable area of the site. Commissioner Christ that it is worth considering what could be the lesser of 'two evils' when considering a multi-family residential use versus a smaller office use. Staff clarified that any future rezoning requests would require review by the Zoning Advisory Commission and City Council.

Chairperson Mulligan noted that a conditional rezoning could be considered but it would still be rather vague. He stated that in this case a site plan would be helpful to see during the rezoning request as low intensity office use might be an acceptable use here. He concluded that residential seems more appropriate.

Motion by Russell, seconded by Mulligan, to recommend approval of the rezoning as submitted. Motion denied by the following vote: Aye – None.; Nay – Christ, Froistad, Lohrmann, Russell, and Mulligan.

ITEMS FROM PUBLIC: None

ITEMS FROM COMMISSION: None

ITEMS FROM STAFF:

Election of Officers: The Commission discussed election of officers and determined that they would vote next month.

Amendment of the by-laws: Motion by Lohrman, seconded by Mulligan, to amend the by-laws to reflect a September date for the Election of Officers.

Oaths of Office: Commissioner Mulligan read the Oath of Office into the record.

ADJOURNMENT: Motion by Christ, seconded by Lohrman to adjourn the August 6, 2025 Commission meeting. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Russell, and Mulligan; Nay – none.

The meeting adjourned at 6:47 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

September 3, 2025
Adopted

Approved

MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION
5:00 p.m.
Thursday, July 24, 2025
City Council Chambers, Historic Federal Building

Board Members Present: Vice Chairperson Keith Ahlvin, Board Members Rena Stierman and Matt Mauss.

Board Members Excused: Gwen Kosel and Jonathan McCoy

Board Members Unexcused: None

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

CALL TO ORDER: The meeting was called to order by Vice Chairperson Ahlvin at 5:14 p.m.

MINUTES: Motion by Mauss, seconded by Stierman, to approve the minutes of the June 26, 2025 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

DOCKET – 24-25: Application of Corey Koppes, 3994 Oneida Avenue, to construct a 2,400 sq. ft. detached garage 20' in height for a total of 4,300 sq. ft. of detached accessory structures and to place a deck 0' from the south side property line where 6' minimum setback, a maximum of 1,000 sq. ft. of detached structures and 15' in height is permitted in the R-1 Single-Family Residential zoning district.

Corey Koppes, 3994 Oneida Avenue, spoke in favor of the request. He explained that he's now planning to construct the garage behind his house, which means he would not have to consolidate his two lots. He said he's also seeking approval for his other accessory structures including his pool, pool deck and pergola, and approval for the side yard setback for his pool.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting that this is a new application from last month and includes some changes from last month's denied request. He explained the proposed garage would be located behind the house and on the same lot. He said it will meet the north side property line and noted the other accessory structures involved in the request including the pool, pool deck, and pergola. He stated the applicant would be required to provide a hard surface driveway to the garage. He referred to the five support letters from neighbors.

Board Member Mauss voiced his support for residents having the ability to store their belongings. He expressed support for the proposed garage in the new location and proposed a condition that no prohibited business activity be allowed unless otherwise permitted as a no-impact home-based business as defined by the state or as a permitted home-based business per the Unified Development Code.

Board Member Stierman agreed with Mauss.

Vice Chairperson Ahlvin agreed and noted that the resident of 895 Salem Street would potentially be most impacted by the new garage, and they signed a support letter.

Motion by Mauss, seconded by Stierman, to approve the request with the following condition:

1. No commercial activity shall be permitted unless otherwise lawfully allowed pursuant to Iowa State Code regulations for No Impact Home-Based Businesses or as a permitted Home-Based Business pursuant to City Code.

Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

DOCKET – 25-25: Application of Zoe Zeien, 705 Caledonia Place, to convert a duplex into three units with 5,857 sq. ft. of lot area where a minimum of 6,000 sq. ft. is required in an R-3 Moderate Density Multi-Family Residential zoning district.

Vice Chairperson Ahlvin noted that Docket 25-25 and 26-25 are both for this property and would be heard together but voted on separately.

Zoe Zeien, 1564 Parkway Street, spoke in favor of the request. She explained that they bought the property and that the attic was finished at that time. Then they realized the third unit wasn't permitted and the zoning didn't allow it as a living space, so they are trying to legalize it as a habitable unit. She said that the property does not have parking onsite due to site configuration and topography, but they did not have issues finding parking when they occupied the third unit from December through February. She noted they found openings for parking along the street. She stated that they have been communicating with Building Inspector Jeff Zasada who has provided them with direction from a building code perspective.

A letter of opposition from the neighbor at 704 Caledonia was presented to the Board and applicant. The letter expressed concern about parking. Ms. Zeien responded that they didn't experience a parking shortage when they occupied the third unit.

Susan Cronk, 782 Caledonia Place, expressed opposition, noting that parking is not good, especially in winter when people don't park against the curb. Ms. Zeien responded that their tenants are two single moms with one car each, and that the proposed third unit is one bedroom.

Staff Member Schrobilgen detailed the staff report noting the property will also need to be rezoned to R-3 in order to allow the third dwelling unit, so if approved by the Board the approval would be contingent on approval of the rezoning. He explained that if the property is converted to three units, each unit would require 2,000 square feet of lot area for a total of 6,000, so they are 143 square feet short of lot area. He said that this is relatively insignificant, especially with the park behind the property. He stated that no public comments were received about lot area, but now two neighbors have expressed opposition to the parking variance request. He explained the calculation of parking credits and parking requirements would require a variance for one parking space, not two as was indicated in the public notice. He explained the new state statute which allows for the request of dimensional variances, which are to be judged by the practical difficulty standard and not the hardship standard as they were previously. He noted that the property received approval of a Conditional Use Permit in 2019 which allowed for a 'tourist home' which is essentially a short-term rental.

Vice Chairperson Ahlvin asked if parking is allowed only along one side of the Caledonia Place and staff confirmed that yes, parking is only allowed on western side of the street.

Board Member Mauss asked if parking was part of the previously approved Conditional Use Permit, and Schrobilgen replied that it was not.

Board Member Stierman asked if there had been any parking variances approved along Caledonia Place, and Schrobilgen replied that no variances are on file and that many properties are legally non-conforming with respect to parking.

The Board Members expressed concern about the parking variance, indicating that request would not be likely to pass. Vice Chairperson Ahlvin asked Ms. Zeien if she would like to table with the hope that more members would be present next time. She replied yes.

Motion by Ahlvin, seconded by Mauss, to table the request to a future meeting. Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

DOCKET – 26-25: Application of Zoe Zein, 705 Caledonia Place, convert a duplex into three units with a deficit of two (2) off-street parking spaces in an R-3 Moderate Density Multi-Family Residential zoning district.

Motion by Ahlvin, seconded by Mauss, to table the request to a future meeting. Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

DOCKET – 27-25: Application of Cathy Jo Miller, 1817 Rhomberg Avenue, to construct an attached deck 4' from the front property line where a minimum of 10' is required in a R-2A Alternate Two-Family Residential zoning district.

Cathy Jo Miller, 1817 Rhomberg Avenue, spoke in favor of the request. She explained that she would like to extend the deck across the front of her house with stairs going back

along the side of her home and with stairs aligned with the front door.

There was no public input.

Staff Member Duba detailed the staff report noting the characteristics of the subject property and the surrounding neighborhood. He noted the dimensions of the proposed deck and that it would not extend further toward the street than the current deck.

Vice Chairperson Ahlvin asked if there would be a roof over the deck, and Ms. Miller replied no. Ahlvin asked if she would be amenable to the condition that the deck remain of an open design, and Miller replied yes, that's her plan.

Motion by Mauss, seconded by Stierman, to approve the request with the following condition:

1. The deck shall remain of an open design.

Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

DOCKET – 28-25: Application of Lisa and Jesse Maas, 1843 Auburn Street, to construct garage additions 0' from the front property line and 10' from the rear property line where a minimum of 20' is required from each and to allow 48.5% lot coverage where 40% is permitted in an R-1 Single-Family Residential zoning district.

Jesse Maas, 1843 Auburn Street, spoke in favor of the request. He explained that they plan to tear down the front garage and the back garage and build back bigger and better garages and build a deck.

There was no public input.

Staff Member Moon detailed the staff report noting the two existing garages to be demolished and two new garages would be built in their place. She explained that the applicant is proposing a one-stall addition to the existing front garage which would have a 0' setback, just as it currently does. She stated that a new three-stall garage would be constructed at the rear of the residence, 10' from the rear property line. She stated that the applicant is seeking approval for reduced front and rear yard setbacks, and to allow 48.5% of the lot to covered 40% maximum is allowed.

Board Member Mauss asked about building materials, and Mr. Maas replied that they would have vinyl siding.

Board Member Stierman asked about applying conditions of managing stormwater on the property and hard surface driveway.

Motion by Mauss, seconded by Stierman, to approve the request with the following conditions:

1. The building materials shall be residential in nature.

2. Stormwater shall be managed on the subject property.

Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

DOCKET –29-25: Application of John Mueller, 1925 St. Ambrose Street, to construct a detached garage 4' from the rear property line and 2' from the side property line where a minimum of 6' is required, to construct an open porch and attached deck, and to allow 41% of lot coverage where 40% is permitted in an R-1 Single-Family Residential zoning district.

John Mueller, 1925 St. Ambrose Street, spoke in favor of the request. He explained that he's looking to build a detached garage, deck, and porch. He displayed signatures from his neighbors supporting this request.

There was no public input.

Staff Member Duba detailed the staff report noting the characteristics of the subject property and the surrounding neighborhood. He described the proposed project and its three components of the garage, deck, and porch. He noted the setbacks of the garage. He explained that the existing porch, deck, and stairs would be demolished. The new total lot coverage would be 41%, one percentage point over the 40% limit.

Board Members expressed support for the project and identified several conditions of approval which Mr. Mueller was amenable to.

Motion by Mauss, seconded by Stierman, to approve the request with the following conditions:

1. The building materials shall be residential in nature.
2. Stormwater be managed on the subject property.
3. Hard surface driveway shall be provided to the garage.
4. Porch and deck shall remain of an open design.

Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

DOCKET – 30-25: Application of Roseann Schromen, 1570 Seippel Road, to construct a 370 sq. ft. ground mounted solar array with a total of 6,640 sq. ft. of detached accessory structures where 100 sq. ft. and 1,000 sq. ft. maximum is permitted in an AG Agriculture zoning district (default R-2A).

Roseann Schromen, 1570 Seippel Road, spoke in favor of the request. She explained that the proposed location is the best place for the array. She said a neighbor to the north also has a solar array. She said neighbors won't be able to see it.

There was no public input.

Staff Member Moon detailed the staff report noting that the property is zoned AG, and it

is legally non-conforming in that it is improved with a single-family home without an active agriculture use and has more than 1,000 square feet of accessory structures. She said the ground mounted solar array would have an area of 370 square feet, which would bring the total area of detached accessory structures up to 6,640 square feet. She noted that from the proposed location the closest neighbor is 335' away. She stated that the array complies with the maximum height limit.

Board Members expressed support for the request, noting the property to the north is agricultural, and no neighbors seem to be affected by the array.

Motion by Mauss, seconded by Stierman, to approve the request as submitted. Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: None.

ITEMS FROM STAFF: Staff Member Moon noted the next meeting is August 28 at 5:30pm. Board Member Mauss replied that he may not be able to attend and would let confirm with staff soon.

ADJOURNMENT: Motion by Ahlvin, seconded by Mauss, to adjourn the July 24, 2025 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Mauss, Stierman, and Ahlvin; Nay – None.

The meeting adjourned at 6:01 p.m.

Respectfully submitted,

Shena Moon, Associate Planner

August 28, 2025
Adopted

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

08/13/2025

and for which the charge is 433.33

Kathy Goetzinger

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

this 18th day of August, 2025

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on August 4, 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; Assistant City Attorney Lehman.

Absent: City Manager Van Milligen

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

PLEDGE OF ALLEGIANCE

Breitfelder clarified the role call order for the meeting due to an error on the agenda.

CONSENT ITEMS

Jones requested Item No. 9 and Cavanagh requested Item No. 14 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item Nos. 9 and 14. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of July 21, 2025; Community Development Advisory Commission of June 25, 2025; Historic Preservation Commission of June 17, 2025; Housing Commission of April 1, 2025; Zoning Board of Adjustment of June 26, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Toni Eckstein for property damage; Daniel Healy for vehicle damage; Harrison Runde for property damage; Schumacher Pool and Spa LLC for vehicle damage; Frank Washington for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Toni Eckstein for property damage, Carol Oberfoell for vehicle damage, Harrison Runde for property damage; Frank Washington for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 251-25 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. Approval of 2024 City Council Official Proceedings: Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2026 Contracted Services Agreements: City Manager recommended City Council approve the Fiscal Year 2026 Contracted Services Agreements with Community Solutions of Eastern Iowa, Four Mounds HEART, and Hawkeye Area Community Action Program. Upon motion the documents were received, filed, and approved.

7. Fiscal Year 2026 Purchase of Services Grant Recommendations & Agreements: Upon motion the documents were received and filed, and Resolution No. 252-25 Authorizing

Execution Of FY26 Purchase Of Services Grant Agreement To United Way Of Dubuque Area Tri-States; Resolution No. 253-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Catholic Charities Of The Archdiocese Of Dubuque; Resolution No. 254-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Fountain Of Youth; Resolution No. 255-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Presentation Lantern Center; Resolution No. 256-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To Dubuque And Jackson County Habitat For Humanity; and Resolution No. 257-25 Authorizing Execution Of FY26 Purchase Of Services Grant Agreement To St. Mark Youth Enrichment were adopted.

8. Request approval to hire a Lead Paint Healthy Homes Inspector (Limited Term) for the 2024 Healthy Homes Production Grant: Upon motion the documents were received, filed, and approved.

9. Dubuque Police Auxiliary Contract: Motion by Jones to receive and file the documents and approve a one-year contract with the Dubuque Police Auxiliary. Seconded by Sprank. City Council expressed enthusiasm for the return of the auxiliary police and the important service they provide in the community. Motion carried 7-0.

10. Grant of Public Utility Easement from McGuire Property Acceptance: Upon motion the documents were received and filed, and Resolution No. 258-25 Accepting a Grant of Easement for Public Utilities Through, Over and Across Part of Lot 2-2-1-2-2-1 Of Faldorf's Place, in the City of Dubuque, Iowa was adopted.

11. Broadway Sanitary Sewer Improvements Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 259-25 Accepting the Broadway Sanitary Improvements Project and Authorizing Final Payment to the Contractor was adopted.

12. 2025 Maintenance Dredging Project - Award Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 260-25 Awarding Public Improvement Construction Contract for the 2025 Maintenance Dredging Project was adopted.

13. Signed Contract(s): Graymont Western Lime for the Eagle Point Water Plant High Calcium Quicklime. Upon motion the documents were received and filed.

14. Contracted Services Agreement Crescent Community Health Center: Motion by Jones to receive and file the documents and approve the Contracted Services Agreement with Crescent Community Health Center for Fiscal Year 2026. Seconded by Wethal. Cavanagh announced his intent to abstain from voting on the item due to his wifes employment at Crescent. Although he does not stand to gain financially from the agreement, he opted to recuse himself. Motion carried 6-0 with abstention from Cavanagh.

15. FY26 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan: Upon motion the documents were received, filed, and approved.

ITEMS SET FOR PUBLIC HEARING

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

1. Water System Improvements 2024 North English Road Water Main Extension Project - Adjusted Public Hearing Date: Upon

motion the documents were received and filed and Resolution No. 261-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 18, 2025 in the Historic Federal Building.

2. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3: Upon motion the documents were received and filed and Resolution No. 262-25 Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.3 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.3 For Said District 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.

3. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4: Upon motion the documents were received and filed and Resolution No. 263-25 Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2025.4 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2025.4 For Said District 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

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

1. 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. Wardle spoke in support of his application.

2. 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.; Barbara Liskey, 2763 Lamotte Dr.; Randall Ludwitz, 867 Barbaralee; Brian Neises, 1841 Phyllrich Dr.; and Darcy VanOstrand, 1222 Lincoln Ave. Krueger and Ludwitz spoke in support of their applications. Breitfelder stated that written input was received from Bockenstedt.

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. Breitfelder stated that written input was received

from Baumhover.

Appointments were made to the following boards/commissions.

1. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Katie Bailey, 1085 West 5th St. Motion by Roussell to appoint Bailey to the term. Seconded by Wethal. Motion carried 7-0.

PUBLIC HEARINGS

1. Auburn-Custer Utility and Roadway Reconstruction Project: Motion by Jones to receive and file the documents and adopt Resolution No. 264-25 Auburn-Custer Utility and Roadway Reconstruction Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Wethal. Farber announced her intent to abstain from voting due to owning property in the affected area. Motion carried 6-0 with abstention from Farber.

2. North Schmitt Island Collection System Project Contract #1 Contracting Services Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 265-25 North Schmitt Island Collection System Project Contract #1: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Sprank. City Council highlighted the projects significance to the islands future development. Motion carried 7-0.

3. Approving the Lease Agreement Between The City of Dubuque and The LAMAR Companies: Motion by Jones to receive and file the documents and adopt Resolution No. 266-25 Approving The Lease Agreement by and Between the City of Dubuque and the LAMAR Companies for Real Property Located on White Street. Seconded by Wethal. In response to questions, City Engineer Gus Psihoyos explained that the gross revenue from billboard advertising refers to the income generated from renting the sign. Psihoyos and Lehman confirmed that the agreement is comparable to the lease the company previously held with Dubuque County and appears consistent with past agreements. Motion carried 7-0.

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., spoke regarding Action Item No. 2, expressing concerns about he timing of the proposed increases and questioning if a public hearing was required since its a budget related action.

ACTION ITEMS

1. Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage - Recommendation of Award to Keeley Restoration Services, LLC.: Motion by Sprank to receive and file the documents and adopt Resolution No. 267-25 Awarding Public Improvement Construction Contract For The 2025 Repair And Maintenance Of The Iowa Street Parking Garage. Seconded by Farber. In response to questions, Project Manager Jim Bousley stated that maintaining the Citys existing parking lots is more cost-effective than rebuilding them and noted that the City has data on their current condition from previous studies. City Council Members thanked staff for their work on the project, emphasized the importance of the repairs needed, and suggested that future discussions about parking would be beneficial. Motion carried 7-0.

2. FY2026 Police Supervisor Wage Compression: Motion by Jones to receive and file the documents and approve a pay increase for non-bargaining Police Command Staff to avoid wage compression between bargaining unit positions and non-bargaining Command Staff. Seconded by Wethal. City Manager

Van Milligen joined virtually to respond to questions. He acknowledged that the adjustment should have been addressed during the budget process but was inadvertently overlooked. Funding for the change was identified through the departments 15 current vacancies. Lehman clarified that the funds for the wage increases had already been allocated, so they do not impact the tax rate or involve transferring resources from another department, and therefore a public hearing is not required. Chief of Police Jeremy Jensen confirmed that the Police Department will monitor for potential compression issues going forward. Van Milligen elaborated that the City is using insights from its recently completed compensation and classification study to help ensure fair employee compensation. City Council Members emphasized public safety as a top priority and recognized the need to support staff advancement through wage increases, though there were differing views on the appropriate timing for implementing them. Some felt that not making the changes outside the budget cycle could negatively impact the City, while another perspective raised concerns about the potential for additional unforeseen changes and how best to manage them. Motion carried 6-1 with Resnick voting nay.

3. 2027 and 2028 Engine Contracts: Motion by Roussell to receive and file the documents and approve the pre-payment purchase for the two fire department engines in FY2026 for an estimated delivery of August- December 2027 (FY 2028). Seconded by Wethal. City Council Members praised the department for identifying this cost-saving option and stressed the importance of continued pre-planning for future purchases. Motion carried 7-0.

4. Central Avenue and White Street Corridor Design Phase 1; Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing a request for qualifications (RFQ) to hire a consultant to assist with the design of Central Avenue and White Street Corridor Design Phase 1. Seconded by Farber. In response to questions about consultant fees, Psihoyos explained that the selected consultant will submit a proposed scope of services that includes associated costs. If the City is unable to negotiate a fair price, it will proceed with the second-choice consultant. Funding for the service has already been budgeted by the department. Motion carried 7-0.

5. Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork) Consulting Engineering Services RFQ Award: Motion by Jones to receive and file the documents and approve negotiating and executing a contract with HDR Engineering for engineering services for the design of the Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork). Seconded by Wethal. In response to questions, Psihoyos stated that detailed discussions on the project scope are forthcoming and noted that staff have no concerns about using different consultants for Phases 3 and 4. City Council Members expressed support for the project and referenced examples where HDR Engineering and Foth Infrastructure & Environment successfully collaborated on different phases of past projects. Motion carried 7-0.

6. Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork) Consulting Engineering Services RFQ Award: Motion by Sprank to receive and file the documents and approve negotiating and executing a contract

with Foth Infrastructure & Environment for engineering services for the design of the Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork). Seconded by Wethal. Motion carried 7-0.

7. Track Line Sanitary Sewer Reconstruction Project Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing an RFQ to hire a consultant to assist with the development of the Track Line Sanitary Sewer Reconstruction Project. Seconded by Wethal. Responding to questions, Psihoyos stated that if the ground near the railroad cannot be utilized for the project, then staff may consider a force main system. He confirmed that the project is currently on schedule. Motion carried 7-0.

8. Request Additional FTE for Field Engineering Technician I or II (Engineering Water Resources Team): Motion by Roussell to receive and file the documents and approve an additional full time employee (FTE) for a Field Engineering Technician I (NB10) or II (NB11) for the Engineering Water Resource Team within the Engineering Department using budgeted CIP funds from several significant, multi-year projects: Old Mill Road Lift Station Projects: Phase I Lift Station Site; Phase II Fore Main; and Catfish Creek Sanitary Sewer Interceptor Projects: South Fork Phase 4; and Middle Fork Phase 3. Seconded by Wethal. Psihoyos explained that the Engineering Department is currently understaffed to effectively oversee multiple major projects and that adding a staff member would reduce the departments reliance on consultants, resulting in cost savings. Motion carried 7-0.

9. Approval of Five Flags Civic Center Management Agreement Amendment #1: Motion by Roussell to receive and file the documents and approve the Five Flags Civic Center Management Agreement Amendment #1. Seconded by Wethal. In response to a question about the legality of including this item with less than 24 hours notice, Lehman explained that Iowa Code Chapter 21 allows it when, for good cause, it is impossible or impractical to provide at least 24 hours notice. Lehman explained he was contacted by OVG late in the afternoon on August 1 regarding an issue with the retail alcohol license application for Five Flags. Under the current management agreement, event revenue, which is defined to include alcohol revenue, grants the City more than a 10% interest. This level of interest classifies the City as an owner under State of Iowa regulations, requiring its inclusion on the retail alcohol license application. If OVG were to submit a new application listing the City as an owner, it could take one to three months for approval. However, due to a scheduled event this week, timely license approval is necessary. To avoid classification as an owner, the City has proposed an amendment to limit its share of alcohol revenue to 9.9%. The revenue will be held in escrow while a long-term solution is determined. When asked why this issue was not identified earlier, Lehman stated that the State may now be reviewing applications more closely or that the wording in the current agreement differs from previous ones. He noted that the original agreement did not specify a percentage of revenue and clarified that retail alcohol licenses are tied to specific premises. Any future changes to the management agreement will be brought to City Council for approval. OVGs Ryan Bonifas stated that they were previously unaware of the States

interpretation that the Citys revenue share made it an owner under the retail alcohol license requirements, and noted they had been working on the application for two months. Regarding potential implications for the Citys agreement with the Dubuque Racing Association (DRA), it was clarified that the DRA leases property from the City and is therefore considered the owner for licensing purposes. City Council Members expressed support for the amendment and noted that further clarification from the State would be helpful. Motion carried 7-0.

10. Work Session Request: Unified Development Code Update: Technical Review Report: Motion by Jones to receive and file the documents and schedule the work session for August 27, 2025, at 6:30 p.m. Seconded by Roussell. It was mentioned that the work session was being requested on a non-Council meeting night. Motion carried 7-0.

11. Work Session Request: Report on Development and Outcomes of Serve Dubuque Program: Motion by Resnick to receive and file the documents and schedule the work session for September 15, 2025, at 5:15 p.m. Seconded by Farber. Motion carried 7-0.

12. Work Session Request: Imagine Dubuque Update: Motion by Roussell to receive and file the documents and schedule the work session for September 15, 2025, at 5:45 p.m. Seconded by Resnick. Motion carried 7-0.

13. City of Dubuque Data Center and Information Technology Department Ribbon-Cutting Video: Motion by Farber to receive and file the documents and view the video. Seconded by Sprank. A highlight video of the ribbon-cutting to celebrate the completion the City of Dubuque Data Center and IT Department offices at the Bright Minds campus at 7850 Chavenelle Dr. was shown. It can also be viewed on the City's YouTube channel at https://youtu.be/7lXcNkg5gwI. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on attending the New Horizon Academy ribbon cutting, Community Impact Director Antonio Mouzon being named a Telegraph Herlad Rising Star, a walk he took with former State Representative Chuck Isenhart along Kaufmann Ave. to discuss stormwater management, the Art on the River opening reception, and the upcoming congressional staff visit.

Sprank reported on attending a DRA board meeting, the Dubuque Miracle League Battle of the All-stars game, Centrally Rooteds open house, DubuqueFest, and speaking at the Art on the River reception.

Farber reported on the Miracle League game and attending a Federal Communications Committee (FCC) committee meeting.

Roussell reported on volunteering at the ticket booth at the Dubuque Farmers Market.

Wethal reported on the Miracle League game, the Dubuque Museum of Arts recent meeting in their temporary location in the Dupaco Voices building, and participating in Community Solutions of Eastern Iowas (CSEI) and East Central Intergovernmental Associations (ECIA) point in time (PIT) count and the housing inventory count (HIC).

Resnick reported on attending the Art on the River reception.

Cavanagh reported on attending the Dubuque County Fair, the ribbon cutting for Westbrook Park, the Miracle League game, a recent visit from a Federal Housing and Urban Development official, and the upcoming National Night Out Event.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:19 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:09 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:09 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 8/13

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

08/27/2025

and for which the charge is 424.57

Kathy Goetzinger

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

this 27th day of August, 2025

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:00 p.m. on 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 Citys 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 cemeterys 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 cemeterys 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 cemeterys 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 Citys recognition that the properties are eligible for the tax credit based on the states 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 Iowas 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 (WRRC). Seconded by Wethal. WRRC 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/p0BzFZZELOU. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on National Night Out, the congressional staff visit, Vikings webinar on Mississippi River cruises, Dubuque Metropolitan Area Solid Waste Agencys (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 Librarys 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 Marys 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 Centers opening for their new addition, and volunteering at the Dubuque Farmers 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 Streets 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 Rooteds 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
1t 8/27

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Tim Hitzler for property damage; Daniel Reich for vehicle damage; Alex Stein for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Tim Hitzler
2. Claim by Alex Stein
3. Claim by Daniel Reich

mvm
Legal
Chris Lester

Confidential

This communication and any attachments may contain information which is confidential and privileged by law and is for the use of the designated recipient. If you are not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, disclosure, dissemination, distribution or copying of its contents is prohibited. Please notify City of Dubuque immediately by telephone at (563)-589-4120 of your receipt of these items and destroy the communication and any attachments immediately. Further disclosure of this information may violate state and federal restrictions.

Confidential information may include the following:

1) Social Security Number(s)
2) Driver's License Number(s)
3) Medical/Health Information
4) Personnel/Disciplinary Information
5) Bank Account Information
6) Financial Information
7) Credit Card Numbers

If any documentation you desire to submit to the City of Dubuque contains any of the items above this cover sheet must be attached directly to the confidential information and indicate the type of information that is included.

I, Tim Hitzler, hereby certify that the attached documents include the following protected information:

_____Social Security Number(s) _____Bank Account Information

_____Driver's License Number(s) _____Financial Information

_____Medical/Health Information _____Credit Card Number(s)

_____Personnel/Disciplinary Information

I understand that this information may be distributed within the City organization or to agents of the City for processing and I hereby authorize the City to act accordingly taking all precautions to protect my information from unnecessary distribution.

Signature Date

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Key City Creative Center & Members

2. Address: 1781 White St.

City: Dubuque

State: Iowa

Zip: 52001

3. Telephone Number: 563.599.2915

4. Date of Incident: May 14, 2025

5. Time of Incident: 12 PM

6. Location of Incident (Be specific): Alley of Key City Creative Center at 1781 White St.

7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.) A water main break occurred during work being performed by the City of Dubuque. I, Tim Hitzler, was notified by a member of the Key City Creative Center (KCCC) that water was entering the basement of our building. Upon arriving at KCCC, I found several inches of water had accumulated in the basement.

Since the incident on May 14th, I have spoken with Adam Decker multiple times regarding the situation. Due to the water damage sustained by both the building and our members' property, I provided Adam with a detailed list of the damages along with estimated replacement costs. He later referred me to Kevin Donovan of McDermott Excavating.

I contacted Mr. Donovan six times throughout June, July, and August. During each conversation, he indicated that someone from their office would return my call, but I never received a response. In mid-August, I followed up with Adam, who also contacted Mr. Donovan and was eventually informed that McDermott Excavating's insurance would not cover the damages. Adam then advised me to complete this claim form.

8. What were weather conditions like? Clear skies, typical summer temperature.

9. Give name and address of any witnesses:

Brian Graham (KCCC member) 789 University Ave., Dubuque, Iowa 52001

Paul Pendola (KCCC member) 228 S. Main St., Galena, Ill 61063

Tim Hitzler (KCCC member and building owner) 2655 Fulton St. Dubuque, Iowa 52001

Eric Ethier (KCCC board president) 325 Monroe St., Dubuque, Iowa 52001

Logan Flack (KCCC member) 1085 Main St., Dubuque, Iowa 52001

10. Did police investigate? (If so, give names of officers.) No

11. Was anyone injured? (If so, give names, addresses, and extent of injuries). No
12. Was any damage done to property? (If so, describe property and the extent of damages. Attach estimates of damages or describe basis for ascertaining extent of damage.)
Yes. Please see attached document. We also have security camera footage showing the water main break. Here is a summary of damages.

Attached is a summary of the damages. We estimate that approximately 1,000 gallons of water entered the basement due to the water main break. We have two videos: one from our security camera showing the moment the break occurred, and another capturing the water seeping into the basement. I've also included photos of the basement prior to water removal. All of this was sent to Adam Decker as well.

As we discussed on the phone, our goal is to approach this situation as fairly as possible. The tenants who occupy the lower level operate small businesses from the space, and they would greatly appreciate compensation for the products that were damaged.

Tenant 1
$2985 (The links below include the details. If you cannot open, let me know)
https://photos.app.goo.gl/ownTdY124muBuXsW9
https://docs.google.com/document/d/1x1edqGa5ikDfvDzRftHKY00Z1WKmQlU2aq5FjRdxg6k/edit?usp=sharing...

Tenant 2
$1,122.17 (The links below include the details. If you cannot open, let me know)
https://docs.google.com/document/d/1q3diDQPMf9ibQ7MfGICNzP4bnugjWIdH/edit?usp=sharing&ouid=112659691495282800336&rtpof=true&sd=true

Tenant 3 (The links below include the details. If you cannot open, let me know)

$548.55
https://docs.google.com/document/d/1pyGrp0wmPykgxQ6w7ox4LD26z6or96ug_q9M_WkhiuU/edit?usp=sharing

Clean up (see attached estimate) This includes cleaning soil brought in from the water.
$1,950.61

Tuck Pointing Damaged Foundation Wall (see attached estimate)
$1,512

Labor for initial water removal of an estimated 1,000 gallons of water
3 people for 3 hours @$25 per hour
$225

Total Damage: $8,343.33

RECEIVED
2025 SEP -2 PM 2:49
City Clerk's Office
Dubuque, IA

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

14. Have you been compensated for any part or all of your claim by any insurance company? (If so, give name and address of insurance company and amount paid.) No

15. What amount do you claim from the City of Dubuque? $8,343.33

16. Why do you claim the City of Dubuque is responsible? The City of Dubuque conducted the work done in the alley which is the cause of the water main break.

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.) None other than contacting McDermott Excavating to no avail.

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 day of August 31, 2025.

Tim Hitzler

(Signature)

(Print Name)

(Rev. 9/24)

mvm
Legal
Steve Fehrsal

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Alex Stein
2. **Address:** 1625 N Algona Street

   City: Dubuque **State:** Iowa **Zip:** 52001
3. **Telephone Number:** 563-210-5028
4. **Date of Incident:** 8/26/2025
5. **Time of Incident:** 7:30 AM
6. **Location of Incident (Be specific):** City Hall Parking Lot - Row closest to 12th Street
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.)**

   Parks department trimmed a tree directly over my car (I am a City employee).

   Personell scratched my car while trimming trees, rubbing up against it to catch tree limbs.
8. **What were weather conditions like?** Sunny
9. **Give name and address of any witnesses:** N/A besides Parks employees
10. **Did police investigate? (If so, give names of officers.)**

    No.
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**

    No.

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.)

Scratches and blemishes are apparent in area worker was leaning on car.

13. What other damages do you claim, if any? N/A

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

No.

15. What amount do you claim from the City of Dubuque? $33.17

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

Scratches would not be on car if employees were more careful.

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.) No.

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

Dated at Dubuque, Iowa this 2nd **day of** September, **20**25.

[signature] **(Signature)**

Alex Stein **(Print Name)**

RECEIVED
2025 SEP -2 AM 9:37
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

mvm
Legal
Arielle Swift
Brian Wulfkuhle

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** DANIEL W REICH
2. **Address:** 23772 RIVER VALLEY DR
   City: SHERRILL **State:** IA **Zip:** 52073
3. **Telephone Number:** 563 590 3106
4. **Date of Incident:** [redacted] 8-1-25
5. **Time of Incident:** 1:00 PM
6. **Location of Incident (Be specific):** OFF OF WEST SEDS DR. ON LONGHORN SADLERY DRIVE WAY
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.)**
   DUMP TRUCK DROVE THRU STOP SIGN AND HIT RIGHT SIDE OF TRUCK
8. **What were weather conditions like?** CLEAR
9. **Give name and address of any witnesses:** DUMP TRUCK DRIVER CODY WALEN
10. **Did police investigate? (If so, give names of officers.)**
    YES - DUMP TRUCK DRIVER GOT TICKET FOR RUNNING STOP SIGN
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.)

MY TRUCK WAS SMASHED

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

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

NO

15. What amount do you claim from the City of Dubuque? $7,923.64

16. Why do you claim the City of Dubuque is responsible? DRIVER WAS TICKED FOR RUNNING STOP SIGN

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 2 day of SEPTEMBER, 2025.

DWReich (Signature)

DANIEL W. REICH (Print Name)

RECEIVED
2025 SEP -3 PM 2:55
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

PLEASE CONTACT DAN STEFFAN @ TOM'S DONE RIGHT BODY SHOP DUBUQUE, IA — 563-552-1601 REGARDING THIS CLAIM

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Key City Creative Center for property damage; Daniel Reich for vehicle damage; Alex Stein for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Concur

ATTACHMENTS:

1. ICAP Referral

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 9/10/2025

RE: Claim Against the City of Dubuque by Key City Creative Center

Claimant	Date of Claim	Date of Incident	Nature of Claim
Key City Creative Center	9/3/2025	5/14/2025	Property Damage

This is a claim in which Claimant alleges Claimant's property and the property of Claimant's members was damaged when a City water main broke and flooded the basement of Claimant's property.

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

cc: Michael C. Van Milligen, City Manager
Christopher Lester, Water Department Manager
Key City Creative Center

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 9/10/2025

RE: Claim Against the City of Dubuque by Daniel Reich

Claimant	Date of Claim	Date of Incident	Nature of Claim
Daniel Reich	9/2/2025	8/1/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged after it was struck by a City garbage truck.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Daniel Reich

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 9/10/2025

RE: Claim Against the City of Dubuque by Alex Stein

Claimant	Date of Claim	Date of Incident	Nature of Claim
Alex Stein	9/2/2025	8/26/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged when the City Parks and Recreation Department trimmed a tree that was located above the Claimant's car, causing it to be scratched.

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

cc: Michael C. Van Milligen, City Manager
Steve Fehsal, Park Division Manager
Alex Stein

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

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 4.

ITEM TITLE:	Approval of City Expenditures
SUMMARY:	City Manager recommending City Council approval for payment of City expenditures. **RESOLUTION** Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Memo Council for 2025_09_15
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: September 8, 2025

Finance is submitting the following expenses to City Council for approval at the September 15, 2025 meeting. Payments on these expenses will be made September 17, 2025

In addition, Finance is submitting expenses paid since September 4, 2025, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

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

RESOLUTION NO.

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

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

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

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

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 334-19 adopted September 16, 2019, 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 09-17-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	$ 1,659.56	Annual City of Dubuque Shirt Order
A & G ELECTRIC COMPANY	414.20	EMERGENCY ELECTRICAL REPAIRS
A & G ELECTRIC COMPANY	241.00	EMERGENCY ELECTRICAL REPAIRS
A-1 STORAGE SERVICE	175.00	STORAGE CONTAINER -BRANCHING OUT DBQ
AARON DOUGLAS	1,400.00	TREE AND STUMP REMOVAL
ADDOCO INC	480.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	1,280.00	MULCH FOR GREENHOUSE AREAS
AIRGAS USA LLC	16.74	Medical Oxygen for Ambulances
AIRGAS USA LLC	2.79	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2.79	Medical Oxygen for Ambulances
AIRGAS USA LLC	8.37	Medical Oxygen for Ambulances
AIRGAS USA LLC	16.74	LF-Rent Cyl Large Acetylene, Argon, Oxygen 08/31/2
AIRGAS USA LLC	2,924.43	Medical Oxygen for Ambulances Lease Renewal
AIRGAS USA LLC	2,891.30	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	3,435.74	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,599.90	Tank & Vaporizer Rental - FY26
AIRGAS USA LLC	3,232.01	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,620.82	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,114.61	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	16.56	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,468.19	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	737.56	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,287.95	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	40.72	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,174.71	Liquid Oxygen for the WRRC - FY26
Alex Stein	299.00	Alex Stein Travel Reimbursement for APWA
ALL SEASONS HEATING & COOLING	1,381.77	Blanket Purchase Order - Building Maintenance
ALL STAR ENVIRONMENTAL LLC	8,800.00	Asbestos Removal
ALLIANT ENERGY	27.86	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	28.39	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,891.94	Electricity for Intermodal Aug 25
ALLIANT ENERGY	154.17	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	149.96	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	80.27	514 Angella St - Alliant Energy (City Owned)
ALLIANT ENERGY	80.05	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	64.60	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,433.06	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,103.11	Electricity for JOTC August 25
ALLIANT ENERGY	158.25	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	171.90	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	32.29	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	28.39	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	178.96	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,813.76	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,581.91	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	34.97	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	34.65	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	21.77	2820 Brunswick St.-Alliant Energy (City Owned)
ALLIANT ENERGY	315.58	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	11,553.91	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	13,259.47	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	178.80	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	175.53	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	184.85	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	37.17	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	21.20	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	159.63	FY26 Electric Traffic & Street Lights

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALLIANT ENERGY	30.55	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	59.26	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	60.71	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	124.89	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	102.92	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,437.12	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	3,341.85	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	40.46	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	71.72	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	68.03	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	318.13	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	197.82	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	61.75	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	34.22	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	48,556.85	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	124.89	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	408.74	FY26 Electrical Service for 300 Main, Suite 330
ALLIANT ENERGY	9,833.21	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,833.30	FY 2026 Energy Costs for Various Locations
ALTORFER INC	408.91	UNIT #3292 Heating Unit
ALTORFER INC	50.31	STOCK - Parts: Spider
AMERICAN LEGAL PUBLISHING CORP	2,425.51	Code Supplements
ANGELA K JOHNSON	120.00	Per Diem for August 2025 Overdrive Conference
Ascendance Trucks LLC	834.57	STOCK - Engine Parts
Ascendance Trucks LLC	201.18	UNIT #1910 Door Actuator & Blower Motor
AT&T Mobility National Accounts, LLC	123.66	Traffic Signal Tech Cell Phones
AT&T Mobility National Accounts, LLC	2,929.44	AT&T First Net Monthly Charges
AT&T Mobility National Accounts, LLC	1,227.21	AT&T FirstNet - 07/29/25-08/28/25
Atlas Copco North America Inc	28,795.00	Portable Boiler Rental for the WRRC - part 3
AY MCDONALD MFG CO	19,189.55	Franchise Fee FY26
AY MCDONALD MFG CO	124.62	Franchise Fee FY26
B L MURRAY COMPANY INC	49.79	items for Washing Windows at the WRRC-adjusters
BILLY S DIEUJUSTE	507.23	Per Diem NOBLE Conference
BLACK HILLS/IOWA GAS UTILITY CO	22.97	821 Garfield Ave. - Black Hills Energy (City Owned
BLACK HILLS/IOWA GAS UTILITY CO	49.60	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	61.04	FY26 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	23.47	2820 Brunswick St.-Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	22.49	2527 Washington St (City Owned) Black Hills Energ
BLACK HILLS/IOWA GAS UTILITY CO	79.87	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	25.57	514 Angella St - (City Owned) Black Hills Energy
BLACK HILLS/IOWA GAS UTILITY CO	63.55	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	43.09	Locust Ramp Electricity FY26
BLACKSTONE AUDIO BOOKS	92.28	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	134.83	CD Audio Books for Library Collection
BluePath Finance FC IV LLC	2,180.63	UTILITY EXPENSE - ELECTRICITY
BODENSTEINER IMPLEMENT COMPANY	26.04	LF- LATE CHARGE: Install beacon light, backup alar
BODENSTEINER IMPLEMENT COMPANY	1,736.14	LF- Install beacon light, backup alarm
Boomerang Corp	1,198,654.42	Relocate Taxiway Alpha Phase 3 - Phase 2 Constr.
Brandon Avenarius	6,576.25	Tree Clearing, Brush mowing and site restoration
Brandon Avenarius	2,142.50	Tree Clearing, Brush mowing and site restoration
Brandon Avenarius	1,000.00	Tree Clearing, Brush mowing and site restoration
Brandon Avenarius	800.00	Tree Clearing, Brush mowing and site restoration
Brandon Avenarius	2,440.00	Tree Clearing, Brush mowing and site restoration
BRIAN ENABNIT	120.00	PROPERTY SOLD
Brian Matthew Wulfekuhle	22.56	Reimburse- Lunch (Tin Roost) out of town conferenc
CANDACE EUDALEY-LOEBACH	1,125.00	USDA QUAIP Project Management
CANDACE EUDALEY-LOEBACH	1,125.00	USDA QUAIP Project Management
Centrally Rooted Mission, Inc.	200.00	Creatives Cafe invoice (last one)
CHEMSEARCH	360.40	Chemicals for cooling tower- City Hall
CHEM-SULT INC	1,384.00	Polymer for Water Plant Treatment

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Chris Oshea	2,244.04	2025 Concrete Work in the ROW CNC
CINTAS CORP	137.93	Cintas Ramp Rugs FY26
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	168.74	Cintas Ramp Rugs FY26
CINTAS CORP	137.93	Cintas Ramp Rugs FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	272.29	Various Maintenance - FY26
CINTAS CORP	212.20	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS CORP	284.89	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	692.84	Rugs/Towels for the WRRC-FY26
CINTAS CORP	420.17	Various Maintenance - FY26
CINTAS CORP	168.74	Cintas Ramp Rugs FY26
CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
CINTAS FIRST AID & SAFETY	98.28	FIRST AIDE CABINET RESTOCKED
CINTAS FIRST AID & SAFETY	550.18	First Aid Supplies-WRRC - FY26
CINTAS FIRST AID & SAFETY	85.96	FY2026 First Aid Supplies
CLEVELAND GOLF	306.00	MISC PRO SHOP MERCHANDISE
CLEVELAND GOLF	199.68	MISC PRO SHOP MERCHANDISE
CLEVELAND GOLF	99.84	MISC PRO SHOP MERCHANDISE
CLEVELAND GOLF	390.96	MISC PRO SHOP MERCHANDISE
CLEVELAND GOLF	424.00	MISC PRO SHOP MERCHANDISE
CLEVELAND GOLF	380.07	MISC PRO SHOP MERCHANDISE
CLEVELAND GOLF	52.53	MISC PRO SHOP MERCHANDISE
CLEVELAND GOLF	243.10	PRO SHOP MERCHANDISE
CLEVELAND GOLF	238.66	PRO SHOP SPECIALTY ITEMS
CLEVELAND GOLF	519.12	PRO SHOP SPECIALTY ITEMS
CLEVELAND GOLF	112.04	PRO SHOP ITEMS
CLEVELAND GOLF	287.20	PRO SHOP ITEMS
CLEVELAND GOLF	143.20	PRO SHOP ITEMS
CLOCKWORK PARTNERS LLC	98.12	VIEWING TOWERS -EPP
Coast to Coast Personal Transportation	349.00	Blanket Purchase Order - Lost Baggage Return
COMMERCIAL FLOORING CO	10,850.00	Replace carpet in juvenile court
COMMUNICATIONS ENGINEERING CO	5,730.76	NETWORK EQUIPOMENT AND INSTALL-REMOTE SITES
COMMUNICATIONS ENGINEERING CO	500.00	Annual Billing 2025-2026 Analog Phone Line
COMMUNITY FOUNDATION OF GREATER DBQ	200.00	Meeting Room for SMT
CONLON CONSTRUCTION CO	88,000.00	EXTERIOR PAINTING PROJECT
Cottingham & Butler Inc	2,917.00	Ongoing consulting 10-1-2024 to 10-1-2025
CRAIG BENTZEN	42.50	RENTAL LICENSE OVERPAYMENT
CRAWFORD HEATING AND COOLING CO INC	891.00	MSC- Rebuild Backflow
DAVID A NESS	312.44	DC Trip SMART Grant
DAVIS EQUIPMENT CORP.	8,587.00	TOW BEHIND BLOWER- WITH TRADE IN
Decatur Electronics LLC	1,700.00	Scout 2K-Band Handheld Radar
DEMMER OIL COMPANY	4,575.02	UNLEADED FUEL- POD MARINA
DENISE C BLAKELEY-IHRIG	2,604.02	FY2026 BLANKET PO - CONSULTANT SERVICES
DENISE C BLAKELEY-IHRIG	2,545.19	FY2026 BLANKET PO - CONSULTANT SERVICES
DIETZ ENTERPRISES LLC	6,153.00	2910 Pinard St. - CDBG Accessibility Program
Digitech Computer LLC	10,924.82	Ambulance Billing Cash Receipts
Dinges Partners Group	1,583.14	Fire Helmets
Dinges Partners Group	5,368.00	Turnout Gear for Fire Personnel
Dinges Partners Group	534.50	Yellow Fire Helmet plus Leather Helmet Front
DISH NETWORK LLC	148.10	Blanket Purchase Order - Monthly TV Service
DITTMER RECYCLING INC	133.47	Comingled Recycling 08/01/25
DITTMER RECYCLING INC	11,949.05	LF- Dittmer Recycling Services
DITTMER RECYCLING INC	413.99	Blanket Purchase Order - Monthly Refuse Collection
DITTMER RECYCLING INC	135.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	629.04	Landfill Fees - 20 yrd/2 yrd - FY26
DITTMER RECYCLING INC	519.18	REFUSE FOR AUG 2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Dixon Engineering, Inc.	6,525.00	PROFESSIONAL SVCS - DEMOLITION-EAGLE POINT WTR TWR
DREW COOK REPAIR & FLUID POWER	1,582.35	UNIT #3410 Reseal (3) Hydraulic Cylinders
DUBUQUE AREA CHAMBER OF COMMERCE	1,937.00	Annual Membership Investment
DUBUQUE AREA CONVENTION & VISITORS	7,500.00	FY26 Sister City Funding
DUBUQUE AREA CONVENTION & VISITORS	439,922.75	FY 2026 COS/POS Travel D
DUBUQUE COUNTY E911 BOARD	93.51	Emergency Radio System Access Fees
DUBUQUE COUNTY E911 BOARD	8,789.94	911 Access Fee: July-Sept 2025
DUBUQUE COUNTY E911 BOARD	187.02	EDAS Access Fees - 1st Qtr FY26
DUBUQUE COUNTY E911 BOARD	3,459.87	Access Fees E911 Transit
DUBUQUE COUNTY HISTORICAL SOCIETY	2,595.09	Franchise Fee FY26
DUBUQUE COUNTY HISTORICAL SOCIETY	99.47	Franchise Fee FY26
DUBUQUE COUNTY HISTORICAL SOCIETY	72,746.96	FUNDING MATCH HAM HOUSE RESTORATION
DUBUQUE COUNTY RECORDER	36.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY TREASURER	5,758.00	Property Taxes - Parcel #1119251001
DUBUQUE COUNTY TREASURER	4,198.00	Property Taxes - Parcel #1119376001
DUBUQUE COUNTY TREASURER	39,430.00	Property Taxes - Parcel #1119327003
DUBUQUE COUNTY TREASURER	78.00	Property Taxes - Parcel #1506301002 FY25-FY26
DUBUQUE COUNTY TREASURER	39,508.00	Property Taxes - Parcel #1119252003
DUBUQUE COUNTY TREASURER	17,830.00	Property Taxes - Parcel #1118276003
DUBUQUE COUNTY TREASURER	22,990.00	Property Taxes - Parcel #1025211001
DUBUQUE COUNTY TREASURER	2,048.00	Property Taxes
DUBUQUE COUNTY TREASURER	6,708.00	Property Taxes Parcel #1118476003
DUBUQUE COUNTY TREASURER	95,592.00	Property Taxes Parcel #1119327002
DUBUQUE HOSE & HYDRAULICS	2.92	UNIT# 2681 XLE88112 RHMS NC PH SS 8-32x1 1/2
DUBUQUE HOSE & HYDRAULICS	150.85	LF- Carbide 5/16x3/4x1/4 and 1/4 x 3/8 x 1/4
DUBUQUE HOSE & HYDRAULICS	53.79	UNIT #2691 Replacement Parts:
DUBUQUE HOSE & HYDRAULICS	251.29	SHOP - Bin Supplies
DUBUQUE HOSE & HYDRAULICS	249.34	SHOP - Bin Supplies
DUBUQUE HUMANE SOCIETY	450.00	Emergency Neglect Holding/Rabies Confinement Sassy
DUBUQUE RACING ASSOCIATION LTD	19.80	April DRA Board Meeting Luncheons
DUBUQUE RACING ASSOCIATION LTD	19.80	May DRA Board Meeting Luncheons
DUBUQUE SIGN COMPANY	50.55	Laminated Vinyl Decal
EASTERN IOWA EXCAV & CONCRETE LLC	11,702.59	JEFFERSON WALL REPLACEMENT PROJECT
ECOLANE USA INC	1,500.00	SOFTWARE SMS MESSAGES
ELLIOTT EQUIPMENT COMPANY	1,430.28	UNIT #4002 Repair and Replace Ball Bearings
EMPHASYS COMPUTER SOLUTIONS INC	32,500.00	Implementation of Sympro Investment/Debt Software
Eocene Environmental Group	15,394.44	Enviro North Schmitt Island Collection System
Eocene Environmental Group	3,465.07	EPA Brownfield
ERIC MUELLER	52.50	PROPERTY SOLD
ERIC MUELLER	142.50	PROPERTY SOLD
ERIC MUELLER	142.50	PROPERTY SOLD
ERIC MUELLER	52.50	PROPERTY SOLD
ERYKA D COOK	100.00	90 minute self defense classes
ERYKA D COOK	90.00	90 minute self defense classes
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 08/20/25
EUROFINS ENV TESTING NORTH CENTRAL	169.80	AIH - 3rd Qtr 2025
EUROFINS ENV TESTING NORTH CENTRAL	149.80	DBQ Stamp - 3rd Qtr 2025 - 08/20/25
EXCEPTIONAL PERSONS INC.	100.00	Kids Expo
EXPRESS EMPLOYMENT PROFESSIONALS	740.35	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	940.18	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	420.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	948.14	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	1,268.74	C063 - Administrative Assistant 08/27/25
EXPRESS EMPLOYMENT PROFESSIONALS	735.00	Temp Custodial Services
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
EXPRESS EMPLOYMENT PROFESSIONALS	1,276.77	C063 - Administrative Assistant 08/31/25
EXPRESS EMPLOYMENT PROFESSIONALS	350.00	Charge for Custodian - Phyllis Arensdorf
FEDEX	19.35	Shipping Fee-Disinfectant By Products
FEHR-GRAHAM & ASSOCIATES LLC	1,138.05	Tamarack Sanitary Sewer Extension

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Fischer Rosemount Systems Inc.	2,398.00	Calibration for 2 influent magnetic flow meters
FOTH INFRASTRUCTURE & ENVIRO LLC	3,504.02	Relocate Taxiway A Construction Phase 3
FOTH INFRASTRUCTURE & ENVIRO LLC	61,236.47	Relocate Taxiway A Construction Phase 3
FOTH INFRASTRUCTURE & ENVIRO LLC	50,137.51	Relocate Taxiway A Construction Phase 3
FOUR MOUNDS FOUNDATION	5,000.00	1560 Wood Street- 2024 OAHMP Work
FREE FLIGHT	40.98	Bicycle Maintenance
Full Bohr Concrete	1,628.67	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	1,781.03	2025 Concrete work in ROW Full Bohr
G & R TREE SERVICE INC	1,300.00	TREE REMOVAL-GRANDVIEW
GALLS LLC	76.18	Pink Badges for Officers
GARY HENKEL	202.50	PROPERTY SOLD
GEISLER BROTHERS COMPANY	1,491.25	QUARTERLY PM CHECKS PORT OF DUBUQUE FY26
GENE C ROKUSEK	432.18	UNIT #3901 Windshield Replacement (Outsourced)
GENUINE PARTS COMPANY INC	64.62	UNIT# 4911 Anti-Freeze
GENUINE PARTS COMPANY INC	267.28	STOCK - Filters, Lubricants, Glass Cleaner
GENUINE PARTS COMPANY INC	73.14	STOCK - Engine, Air, and Fuel Filters
GENUINE PARTS COMPANY INC	150.26	STOCK - Filters
GENUINE PARTS COMPANY INC	343.07	STOCK - Filters
GENUINE PARTS COMPANY INC	84.22	STOCK - Filters, Oil , and Grease
GIESE SHEET METAL CO INC	4,690.00	City Hall Cooling Tower Topper
GILLIG LLC	394.40	STOCK - Brake Slack Adjustor L & R
GILLIG LLC	60.76	UNIT #2695 Black Rocker Handle
GILLIG LLC	439.96	UNIT#2696 Wiper Motor Assembly
GILLIG LLC	367.41	Restock Fee on Returned Item
GPM Environmental Solutions, LLC	4,478.00	GLS Portable Sampler for the Pretreatment Program
GRACE MENDEZ	350.00	PROPERTY HAS LICENSE
GRAY MEDIA GROUP, INC	1,750.00	Blanket Purchase Order - Marketing
GRAY MEDIA GROUP, INC	1,400.00	Blanket Purchase Order - Marketing
GRAYMONT WESTERN LIME INC	5,554.40	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY26 COS GDDC
GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY26 COS GDDC
GUS N PSIHOYOS	622.80	Travel Reimbursement Chicago PWX
Haasco Ltd	500.00	Asbestos Testing of Samples at Headquarters
HACH CHEMICAL COMPANY	391.00	LABORATORY SUPPLIES FOR WATER TREATMENT PLANT
HACH CHEMICAL COMPANY	408.20	LABORATORY SUPPLIES FOR WATER TREATMENT PLANT
HAWKINS INC	6,726.64	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	11,262.50	HDR - Task Order 6 Dubuque Gate & Pump Station Flo
HILLCREST FAMILY SERVICES INC	51.14	Franchise Fee FY26
HILLCREST FAMILY SERVICES INC	469.40	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	4,008.00	SPECIAL SERVICES GRANT
HM Life Insurance Company	95,018.77	Stop Loss Insurance premium for September 2025
HOGLUND BUS CO INC	329.59	STOCK - Mini-Buses - Hand Pendant Switch Box
Hy-Vee, Inc.	2,707.00	ILEA Academy Meals
Hy-Vee, Inc.	2,707.00	ILEA Academy Meals
INFOSEND INC	4,375.18	July Charges
INGRAM LIBRARY SERVICES INC.	(16.09)	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	(10.92)	Children's books for collection
INGRAM LIBRARY SERVICES INC.	2,206.67	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	386.16	Ipage subscription 9/1/25 to 8/30/26
INGRAM LIBRARY SERVICES INC.	586.41	Children's books for collection
INGRAM LIBRARY SERVICES INC.	39.79	Teen/Young Adult Materials for Collection
INNOVATIVE EQUIPMENT SOLUTIONS INC	22,250.00	LF- Blanket: Trash Vac
IOWA ASSOCIATION OF MUNICIPAL UTILI	2,034.00	IAMU Membership Dues
IOWA DEPARTMENT OF PUBLIC SAFETY	200.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPT OF NATURAL RESOURCES	7,000.00	Administrative Consent Order Fine
Iowa Health System	360.00	Orange Drug Boxes
IOWA ONE CALL	721.40	Iowa One Call Utility Locates
J & R SUPPLY COMPANY	9,335.00	VALVES & VALVES FOR ASPHALT OVERLAY PROJECT
J & R SUPPLY COMPANY	1,000.00	Storm Sewer- frame, grate, curb box

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
J&R RENTAL LLC	116.40	Pine st. baffle box repairs
JACOB TILP	80.00	RENTAL LICENSE OVERPAYMENT
JAEGER PLUMBING & PUMP INC	14,988.00	EOne Sewage Pump Service Contract
JESSICA QUECK	150.00	REIMBURSEMENT FOR SALE OF PROPERTY
JESSICA QUECK	75.00	REIMBURESMENT FOR SALE OF PROPERTY
JOHN THOMAS INC	793.50	Poly bags
JQ Construction LLC	247,518.39	LEAD SERVICE LINE REPL. PROJ-PHASE 1 CONSTRUCTION
JUSTINE HULL	230.00	Travel Reimbursement
JUSTINE HULL	220.00	Travel Reimbursement
KEN SAIKI DESIGN INC	4,521.25	COMISKEY PARK -PHASE 2
KEVIN AND LACRETIA LAGE	63.75	RENTAL LICENSE OVERPAYMENT
KIM A HERRIG	515.00	FY26 Custodial Services for 300 Main, Suite 330
KINSELLA CONCRETE CO	7,250.00	REMOVE AND REPAIR CONCRETE NEAR 6TH & MAIN
KLINGNER & ASSOCIATES, P.C.	800.00	City of Dubuque Firestop Inspection Presentation
KRUSER SEPTIC SERVICE INC	602.50	FY26 Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	1,000.00	FY26 Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	310.00	FY26 WRRC As Needed Maintenance
KRUSER SEPTIC SERVICE INC	572.72	Sanitay Main Repair Parts
KRUSER SEPTIC SERVICE INC	503.75	FY26 WRRC As Needed Maintenance
KRUSER SEPTIC SERVICE INC	1,860.00	FY26 WRRC As Needed Maintenance
Kwik Trip Inc	41,625.42	Monthly Fuel Charges
KYLE P REINERT	408.00	Tuition Reimbursement for term 1B26
LAMAR TEXAS LIMITED PARTNERSHIP	413.00	Digital Bulletins
LIME ROCK SPRINGS CO	21.05	BEVERAGES THROUGH JUNE 2026
LIME ROCK SPRINGS CO	204.48	BEVERAGES THROUGH JUNE 2026
LINWOOD CEMETERY ASSOCIATION	11,156.65	AUGUST 2025 CONTRIBUTION
LOCATORS LTD	150.00	INSPECTION OVERPAYMENT
LOCATORS LTD	150.00	INSPECTION OVERPAYMENT
LOCATORS LTD	150.00	INSPECTION OVERPAYMENT
LOCATORS LTD	75.00	INSPECTION OVERPAYMENT
Logan Splinter	1,809.35	HDQ-Painting of Fire Headquarters
Lynch Dallas PC	5,130.00	3rd Party Attorney for Civil Service Appeal
MACQUEEN EQUIPMENT GROUP	656.50	Off Site SCBA Repair
MACQUEEN EQUIPMENT GROUP	74.79	UNIT# 2704 Parts: Roller Pinch
MACQUEEN EQUIPMENT GROUP	262.17	UNIT# 540006 Replace Leaking Valve
MACQUEEN EQUIPMENT GROUP	444.06	UNIT# 2704 Vehicle Hose Reel Repair
MACQUEEN EQUIPMENT GROUP	752.72	UNIT # 540010 Wire Harness Arm
MACQUEEN EQUIPMENT GROUP	146.77	UNIT #540006 VMF 2B Gauge
MACQUEEN EQUIPMENT GROUP	915.44	UNIT #2704 Install New Flapper-Parts
MAINSTAY SUITES	313.60	1783 Heeb Relocation
MARTIN EQUIPMENT OF IL INC	62.55	UNIT 33457 Repair Parts
MARTIN EQUIPMENT OF IL INC	15.12	LF- Stock parts (fitting)
MARTIN EQUIPMENT OF IL INC	192.88	UNIT #3455 Replacement Parts
MARTIN EQUIPMENT OF IL INC	41.28	UNIT# 3456 Yellow Construction Spray
MARTIN EQUIPMENT OF IL INC	41.28	UNIT #3413 Yellow Construction Spray
MARTIN EQUIPMENT OF IL INC	314.61	UNIT #3214 Replacement Parts:
MARTIN EQUIPMENT OF IL INC	220.55	UNIT #3467 Replacement Parts
Maxwell Robert Bray O'Brien	299.00	Travel Reimbursement for Max O'Brien APWA
MCDERMOTT EXCAVATING	7,889.40	2025 Concrete work in ROW
MCDERMOTT EXCAVATING	66,972.63	CONSTRUCTION OF 3 MINI PARKS
MEDIACOM	256.90	FY26 INTERNET FOR POD MARINA
MEDICAL ASSOCIATES CLINIC PC	232.41	Employee Physical
MEDICAL ASSOCIATES CLINIC PC	56.00	Drug Screening
MEDICAL PRIORITY CONSULTANTS	13,855.00	Tech Services for Dispatch
MICHAEL W BENEFIELD	828.57	CAMPGROUND MANAGER PAYMENTS FY25
Microgirl, LLC	200.00	GARE_bs_ARTS/8.14.25 Creative's Café.
MIDWEST ALARM SERVICES INC	147.48	5th St. Alarm Monitor and Sprinkler FY26
MIDWEST ALARM SERVICES INC	154.08	Locust St. Ramp Alarm Monitor and Sprinkler FY26
MIDWEST ALARM SERVICES INC	1,152.48	Five Flags Alarm Monitor and Sprinkler FY26
MIDWEST ALARM SERVICES INC	34.08	Iowa St. Alarm Monitor and Sprinkler FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MIDWEST CONCRETE INC	118,294.57	2025 ADA Sidewalk Ramp Project Two
MIDWEST CONCRETE INC	65,830.82	2025 ADA Sidewalk Ramp Project One
MIDWEST TAPE LLC	488.49	Adult DVDs, BluRays, CDs for Collection
MIKE FINNIN FORD LLC	(53.61)	UNIT# 110007 Vehicle Moulding (AC & AB)
MIKE FINNIN FORD LLC	94.20	STOCK - Fluids - Auto Transmission Oil
MIKE FINNIN FORD LLC	4,359.77	UNIT# 110024 Repair Vehicle Body Damage (Outsource
MIKE KELLEY	135.00	PROPERTY SOLD
MIRACLE CAR WASH CORP	42.98	PATROL TRUCKS WASHED
MIRACLE CAR WASH CORP	106.82	FY26 Police Vehicle Car Washes
MIRACLE CAR WASH CORP	1.86	Car Wash Eng. Truck
MI-T-M EQUIPMENT SALES & SERVICE	319.98	Building Use: Wash Bay Equipment
MOBOTREX INC	15,750.00	Support and Upgrades for Tactics Software
MOHN SURVEYING INC	2,380.00	Riverfront Bathometric Survey
MOLO PETROLEUM LLC	530.79	Fuel Charges City of DBQ-Fire
Monkey Wrench Production Repair LLC	69,988.00	6-SUPER TROUPER III SPOTLIGHTS & ACCESSORIES
MORRISON BROTHERS CO	44.32	UNIT #3457 Custom Cut Tubing
MORRISON BROTHERS CO	105.06	UNIT #3457 Bore Out Roller Pin
MORRISON BROTHERS CO	101.88	UNIT #4007 Custom Cut Tubing
MORRISON BROTHERS CO	46.83	UNIT #3473 Custom Metal Fabrication
MTech Inc	13,108.00	QTAC EMS-D Skid for Utility Vehicle
MTI DISTRIBUTING INC	178.69	TORO PARTS #4474
MULGREW OIL COMPANY	767.82	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	671.43	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	2,284.08	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/04/25
MUNICIPAL COLLECTIONS OF AMERICA IN	216.43	Collection Fees for Utility Billing
NATHAN A LECH	55.50	Per Diem DHS Bomb Dog Training
Norma Koetz	510.00	FLAG REPAIRS FOR PARKS
North American Rescue Holdings	18,042.56	Med supplies for Police Officers bags
O'REILLY AUTOMOTIVE INC	(40.00)	UNIT# 1920 Replace Starter in Unit
O'REILLY AUTOMOTIVE INC	379.98	UNIT #1909 Replace Battery
O'REILLY AUTOMOTIVE INC	111.98	UNIT #130007 Battery Tender and Puller Kit
O'REILLY AUTOMOTIVE INC	22.99	UNIT#130013 Parts: Breakaway Switch
O'REILLY AUTOMOTIVE INC	303.52	UNIT #3305 Replace Unit's Hydro Booster
O'REILLY AUTOMOTIVE INC	19.99	UNIT #2648 Sway Link Bushing
O'REILLY AUTOMOTIVE INC	88.00	UNIT #7124 Replace Mass Air Flow Sensor
ORIGIN DESIGN CO	734.50	Column Evaluation for Fall Protection
ORIGIN DESIGN CO	3,440.75	Column Evaluation for Fall Protection
ORIGIN DESIGN CO	201.75	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	34,925.73	Task order 25-1
ORIGIN DESIGN CO	1,644.25	Column Evaluation for Fall Protection
ORIGIN DESIGN CO	2,816.00	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	32,033.50	PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1
ORIGIN DESIGN CO	4,442.00	Kerper Lift Station Consulting Engineering
ORIGIN DESIGN CO	191.25	Cedar Cross Sanitary Task Order
OVERDRIVE INC	328.98	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,102.62	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	3,432.00	Downloadable Materials for Teen/YA Collection
OVERDRIVE INC	3,073.39	Downloadable Materials for Children's Collection
OVERDRIVE INC	6.65	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,203.88	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	45.00	Downloadable Materials for Children's Collection
OVERDRIVE INC	64.99	Downloadable Materials for Teen/YA Collection
PEERLESS WELL & PUMP INC	2,720.00	Pull and Install at Maus Park
Peterbilt of Wisconsin	179.46	STOCK - Vehicle Brakes and Cores (short paid)
Peterbilt of Wisconsin	2,239.52	STOCK - Cast Brake Shoe Kit (short paid)
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
PORTZEN CONSTRUCTION INC	559,149.54	Dubuque Gate and Pump Station Flood Mitigation 16t
POWER PROCESS EQUIPMENT INC	10,487.00	Hydromatic Pump for Keywest Lift Station
QUEEN B RADIO WISCONSIN INC	400.00	Blanket Purchase Order - Marketing

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
QUEEN B RADIO WISCONSIN INC	200.00	Blanket Purchase Order - Marketing
RAM SERVICES LLC	1,985.00	550 W 8th Street 21 Lead Radon
RAM SERVICES LLC	1,065.00	480 Klingenberg 21 Lead Radon Work
RAM SERVICES LLC	365.00	2226 Washington 21 Lead Radon Work
RAM SERVICES LLC	1,040.00	2710 Washington 21 Lead Radon Work
RAM SERVICES LLC	1,095.00	752 University Radon contract
RAPIDS REPRODUCTION INC	135.13	Ink and paper supplies for the plotter
RICK STEUER	5.00	RENTAL LICENSE OVERPAYMENT
RILCO, Inc	55.20	PZL 5W30 Oil 1QT case
RILCO, Inc	318.50	Def Bulk
RISING STAR THEATRE COMPANY	9,105.99	FY26 Arts & Culture Operating Support Grant
RIVER CITY PAVING	22,187.50	Hangar 105 Approach
RIVER CITY STONE	146.48	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	87.42	3" CLEAN FOR VETS
RIVER CITY STONE	57.95	1" CLEAN FOR VETS PARK
ROBERT G WRIGHT JR	4,400.00	2250 Jackson 21 Lead and HH Work
ROBERT G WRIGHT JR	2,000.00	730 Cleveland 21 Lead and HH work
ROEDER OUTDOOR POWER EQUIPMENT	63.00	STOCK - Mowing Equipment Parts
Ronald V Burbach	1,932.00	Parking Lot Weed Control
ROUSSELOT INC	701.93	Franchise Fee FY26
SADLER POWER TRAIN INC	137.77	UNIT 3457 Swivel Jack
SADLER POWER TRAIN INC	155.21	UNIT# 1910 LED Signal Lights
SADLER POWER TRAIN INC	192.55	UNIT #2694 Cummins Belt Tensioner
SADLER POWER TRAIN INC	318.06	STOCK - Tail Lights
SADLER POWER TRAIN INC	265.20	SHOP USE - Sontax Grease Tubes
SADLER POWER TRAIN INC	5.28	UNIT #2683 Flat Thread Jam Nuts
SADLER POWER TRAIN INC	1,975.48	UNIT #3457 Replace Unit Driveshaft
SIEMENS INDUSTRY INC	7,450.00	HVAC PANEL MIGRATION/MODERNIZATION
SISTER CITIES INTERNATIONAL INC	810.00	2025 Membership Dues
Smith Dirt Works, Inc.	2,435.00	PCC Street Panel replacement
SPRING GREEN LAWN CARE	305.25	WEED CONTROL
SPRING GREEN LAWN CARE	39.85	WEED CONTROL
SPX CORPORATION	182.80	Genfare Mobile Ticketing July 25
ST LUKES HEALTH - UNITYPOINT CLINIC	233.00	pre-employ screening, phys, vaccine, drug/alcohol
STEEL MART	18.60	UNIT# 4002 Custom Metal Fabrication
STEFFEN LAWN & SNOW	916.00	Lawn Mowing - City Owned Properties for 2024-2025
STRAND ASSOCIATES INC	62,975.90	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	33,478.03	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	25,565.72	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	25,308.86	Granger Creek Pumping Station Design
STRAND ASSOCIATES INC	24,142.37	Granger Creek Pumping Station Design
STRAND ASSOCIATES INC	42,743.44	Old Mill Rd Pumping Station
SUPERION, LLC	1,756.84	Travel and Training Costs for New RMS
SwiftComply US OpCo, Inc.	12,500.00	FOG Software for the WRRC
TARPOMATIC INC	3,022.35	UNIT# 3458 Replace Drive Shaft
Telos Corporation	179.00	Blanket Purchase Order - Fingerprinting
Telos Corporation	205.00	Blanket Purchase Order - Fingerprinting
THE DUBUQUE ADVERTISER	975.00	Blanket Purchase Order - Marketing
THE FISCHER COMPANIES	160.00	FY26 Parking Althoff, AC, Link, Murphy - Blanket
THE FISCHER COMPANIES	80.00	Parking for IT - 2 spaces at Annex
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE FISCHER COMPANIES	80.00	Parking Rent (09/2025)
THE LOCKSMITH EXPRESS	129.00	KEYS ANS RESET LOCK
THE LOCKSMITH EXPRESS	17.00	LOCKS AND KEYS FOR PARKS
Thermo King Sales & Service	2,988.77	UNIT# 2681 Repair A/C Compressor
THOMPSON TIRE & RETREAD	709.48	UNIT#3419 New Tires Purchase LT265/70R17
THOMPSON TIRE & RETREAD	794.56	UNIT #1710 Replace (4) Tires - Outsourced
THOMPSON TIRE & RETREAD	767.16	UNIT# 3403 Replace (3) Tires
THOMPSON TIRE & RETREAD	1,788.00	STOCK - Police Car Tires
THREE RIVERS FS INC	43.65	MSC-SHOP SUPPLIES - LP Gas Cylinder for Shop Use

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Tim Hildreth Company, Inc.	97,296.67	WRRC Boiler Repairs
TIMOTHY L SPECHT	2,500.00	2214 Windsor 21 Lead and HH Work
TM Inc	315.00	Mail Courier Service (AWAITING CONTRACT)
TOP GRADE EXCAVATING INC	22,685.68	EMERGENCY WATER MAIN BREAK REPAIR
TOP GRADE EXCAVATING INC	39,402.71	Storm Sewer Repairs
Total Plumbing & Heating	1.50	Landfill Refund Acct 1409
TOWNSQUARE MEDIA LLC	1,200.00	Blanket Purchase Order - Marketing
TOWNSQUARE MEDIA LLC	4,500.00	Blanket Purchase Order - Marketing
Trassig Corp	4,667.74	ADDITIONAL SEAL/BINDER FOR PLAYGROUNDS
Trassig Corp	1,555.73	ADDITIONAL SEAL/BINDER FOR PLAYGROUNDS
TRICON CONSTRUCTION GROUP	32,290.50	Bld #75 Decking Repairs - re: 12/4/24 explosion
TRICON CONSTRUCTION GROUP	14,532.36	BUNKER FOUNDATION REPAIRS
TSCHIGGFRIE EXCAVATING	1,575.00	FY25 On Call Maintenance Support
TURPIN DODGE OF DUBUQUE LLC	1,344.00	UNIT #3901 Steering Components
UNION HOERMANN PRESS	2,968.60	September/October 2025 City News
UNION HOERMANN PRESS	430.00	Board and Commission Brochure
UNION HOERMANN PRESS	520.00	Your City, Your Voice Brochure
UNISON SOLUTIONS INC	275.00	Monthly Analysis of H2S for Air Permit compliance
UNIVERSITY OF DUBUQUE	329.60	Franchise Fee FY26
US Foods	1,081.61	MISC FOOD ITEMS- BHGC
US Foods	115.46	MISC FOOD ITEMS- BHGC
US Peroxide LLC	17,004.60	Chemical Dosing at the WRRC - FY25-26
Veolia Water Technologies Treatment Solutions USA	42,049.00	UV Bulbs - complete assmly - for UV disinfectio sy
Veolia Water Technologies Treatment Solutions USA	17,207.15	UV System Cable & Harness Replacement
Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
Vidl Solutions, Inc	19,050.00	CC Goal-Organizational Culture Continuous Improvem
VRBAN FIRE PROTECTION INC	1,637.00	Five Year and Annual inspection Central Ramp
VRBAN FIRE PROTECTION INC	1,200.00	Five Year and Annual inspection 5th St Ramp
VRBAN FIRE PROTECTION INC	1,180.00	Five Year and Annual inspection Five Flags Ramp
WAPSI VALLEY ARCHAEOLOGY INC	7,733.89	Wapsi Valley -DBQ Black Heritage Survey
Weaver Castle LLC	75,000.00	346-348 West Locust St
WELU PRINTING COMPANY	297.70	Office Supplies Engineering Notepad w/o Calendar
WELU PRINTING COMPANY	1,340.59	Mailing Industrial Pretreatment Surveys
WENZEL TOWING SERVICE	119.08	FY26 Wenzel Towing
WEX HEALTH INC	974.76	FY26 COBRA, Commuter, FSA Admin - August 2025
WHITE CLOUD INVESTMENTS - EXECUTIVE MANAGEME	150.00	RENTAL LICENSE OVERPAYMENT
WHITE CLOUD INVESTMENTS - EXECUTIVE MANAGEME	150.00	RENTAL LICENSE OVERPAYMENT
WILKENS DIEUJUSTE	430.00	Per Diem NOBLE Conference
Wilson Restaurant Supply	325.50	ASSORTED CHINA
Wilson Restaurant Supply	3,270.50	ASSORTED CHINA
Yesscenia Cuellar Vannatta	20.19	Gas from Academy for new officers
	$ 4,971,673.72	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1015730	9/4/2025	ADVANTAGE SHEET METAL INC	$ 252.50	REPAIR OF ROOF TOP UNIT SUPPLYING OFFICES AT WTP
1015754	9/10/2025	AECOM TECHNICAL SERVICES INC	26,906.13	B2E2 (705) RAISE Planning Grant Design Services
1015746	9/10/2025	AHLERS & COONEY PC	360.00	Old city garage
1015799	9/10/2025	Allen Media Broadcasting Evansville, Inc.	1,300.00	Blanket Purchase Order - Marketing
1015775	9/10/2025	ALLENDER BUTZKE ENGINEERS INC	1,043.00	Geotechnical North Schmitt Island Collection Syste
518817	9/10/2025	ALLIANT ENERGY	498.15	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	181.27	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	70.87	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	571.98	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	15,139.91	Electrical Service for Building
518817	9/10/2025	ALLIANT ENERGY	6,267.08	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	114.81	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	3,055.86	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	2,728.18	FY26 1157 Central MFC Electricity
518817	9/10/2025	ALLIANT ENERGY	1,952.45	FY26 Electric City Hall Annex 1300 Main
518817	9/10/2025	ALLIANT ENERGY	79.67	FY26 W 5th Restroom Electricity
518817	9/10/2025	ALLIANT ENERGY	29.02	FY26 Electrical 2357 White Scada
518817	9/10/2025	ALLIANT ENERGY	82.08	FY26 411 E 15th St Blum Bldg Electric
518817	9/10/2025	ALLIANT ENERGY	39.40	FY 26 Electric 431 Rhomberg
518817	9/10/2025	ALLIANT ENERGY	24.98	FY26 510 E 22nd St Camera Electric
518817	9/10/2025	ALLIANT ENERGY	25.16	FY26 2356 Washington St Electric
518817	9/10/2025	ALLIANT ENERGY	22,867.90	WRRC Electrical Expense - FY26
518817	9/10/2025	ALLIANT ENERGY	19,881.38	WRRC Electrical Expense - FY26
518817	9/10/2025	ALLIANT ENERGY	270.49	ELECTRIC BILLS FOR FY26
518817	9/10/2025	ALLIANT ENERGY	26,127.90	WRRC Lift Stations - Electricity Expense FY26
1015745	9/3/2025	AssuredPartners Capital Inc	158.00	Nurse Liability MRC
1015745	9/3/2025	AssuredPartners Capital Inc	11,248.44	Airport Pollution Policy
1015745	9/3/2025	AssuredPartners Capital Inc	1,154.00	Endorsement for adding house
518848	9/10/2025	AT&T Mobility National Accounts, LLC	2,957.15	Cellular Service for Department
1015741	9/4/2025	A-TEC RECYCLING INC	2,426.87	Recycling of Materials
1015748	9/10/2025	AV FUEL	20,132.88	Blanket Purchase Order - Aviation Fuel
1015748	9/10/2025	AV FUEL	1,232.35	Blanket Purchase Order - Aviation Fuel
1015748	9/10/2025	AV FUEL	20,027.01	Blanket Purchase Order - Aviation Fuel
518828	9/10/2025	B L MURRAY COMPANY INC	304.92	Cleaning Supplies
1015739	9/4/2025	BARD MATERIALS CENTRAL	1,288.40	Various Concrete Products
1015739	9/4/2025	BARD MATERIALS CENTRAL	341.58	Various Concrete Products
1015807	9/10/2025	BARD MATERIALS CENTRAL	3,109.59	Various Concrete Products
1015807	9/10/2025	BARD MATERIALS CENTRAL	2,776.80	Various Concrete Products
1015807	9/10/2025	BARD MATERIALS CENTRAL	489.70	Various Concrete Products
1015740	9/4/2025	BAY SCAN TECHNOLOGIES	1,025.27	Processing supplies for library materials
518838	9/10/2025	BERNARD COMMUNICATIONS COMPANY	99.95	Blanket Purchase Order - Monthly Public Wi-Fi
1015808	9/10/2025	BEST BEST & KRIEGER LLP	1,677.50	legal services for cell towers
518855	9/10/2025	BEYER, MICHELE M	6.84	UB 00414 1471 WASHINGTON
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	633.88	NATURAL GAS FOR FY26
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	46.15	NATURAL GAS FOR FY26
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	44.83	NATURAL GAS FOR FY26
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.08	NATURAL GAS FOR FY26
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.08	NATURAL GAS FOR FY26
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.08	NATURAL GAS FOR FY26
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	53.16	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.71	FY2026 BLANKET PO - GAS COSTS
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.27	FY2026 BLANKET PO - GAS COSTS
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.08	FY2026 BLANKET PO - GAS COSTS
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.02	FY2026 BLANKET PO - GAS COSTS
1015747	9/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	49.80	DMASWA 07/23/25-08/22/25
1015796	9/10/2025	BluePath Finance FC IV LLC	1,786.30	UTILITY EXPENSE - ELECTRICITY
1015780	9/10/2025	BRIAN S FELDOTT	152.60	MILEAGE REIMBURSMENT
518843	9/10/2025	BRUNE ENTERPRISES LLC	5,540.00	FY26 Lawn Services
1015798	9/10/2025	Camiros, Ltd	2,075.00	Camiros 07-01-25 to 07-31--25
1015743	9/4/2025	CAPITAL SANITARY	227.15	Janitorial Supplies
1015743	9/4/2025	CAPITAL SANITARY	49.59	JANITORIAL SUPPLIES FOR PARKS
1015743	9/4/2025	CAPITAL SANITARY	272.80	HDQ-Janitorial Supplies
1015743	9/4/2025	CAPITAL SANITARY	42.86	ST3-Janitorial Supplies
1015743	9/4/2025	CAPITAL SANITARY	518.65	MISC SUPPLIES- BHGC
1015743	9/4/2025	CAPITAL SANITARY	166.80	Janitorial Supplies - Intermodal
1015811	9/10/2025	CAPITAL SANITARY	308.01	Janitorial Supplies - JOTC building
1015811	9/10/2025	CAPITAL SANITARY	13.94	HDQ & ST4-Janitorial Supplies
518833	9/10/2025	CENTRISYS CORPORATION	14,016.50	Bellows for the Centrifuge
1015749	9/10/2025	CHEMSEARCH	721.55	LF- Winfielf Pramitol 25E, 4X 1 Gal
1015785	9/10/2025	CHLOE Ehlers	750.00	Clark @ Clark University
1015767	9/10/2025	CHRISTOPHER J LESTER	85.89	AUGUST 2025 MILEAGE FOR CHRIS LESTER
1015750	9/10/2025	CINTAS CORP	52.43	Various Maintenance - FY26
1015750	9/10/2025	CINTAS CORP	19.45	Various Maintenance - FY26
1015750	9/10/2025	CINTAS CORP	90.30	Floor Mat Service
1015750	9/10/2025	CINTAS CORP	45.06	Floor Mat Service
1015750	9/10/2025	CINTAS CORP	54.48	Floor Mat Service
1015802	9/10/2025	CLAREY'S SAFETY EQUIPMENT INC	378.93	Rae Sensor, Oxygen
518819	9/10/2025	CLARKE UNIVERSITY	143.76	Franchise Fee FY26
518819	9/10/2025	CLARKE UNIVERSITY	5,093.96	Franchise Fee FY26
1015810	9/10/2025	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS-FY26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1015731	9/4/2025	COMELEC SERVICES INC	382.50	SERVICES FOR LOSS OF COMMS. TO ASBURY TANK
1015761	9/10/2025	COMMAND SECURITY SOLUTIONS	552.24	LF- Service on Monitoring System
1015751	9/10/2025	COMMUNICATIONS ENGINEERING CO	24,649.47	MFC Network Switch Expansion 2nd Flr
518835	9/10/2025	COMMUNITY INCORPORATED	250.00	Blanket Purchase Order - Marketing
1015778	9/10/2025	CONSTELLATION NEW ENERGY GAS DIV	1,781.77	Utility gas for library
1015778	9/10/2025	CONSTELLATION NEW ENERGY GAS DIV	1,051.46	FY2026 BLANKET PO - GAS COSTS
1015778	9/10/2025	CONSTELLATION NEW ENERGY GAS DIV	154.89	NATURAL GAS FOR PARKS
1015778	9/10/2025	CONSTELLATION NEW ENERGY GAS DIV	4,592.49	Natural Gas - FY26 - Constellation
1015792	9/10/2025	ConvergeOne Inc	30,417.92	VMWare Licensing Yearly Renewal
518850	9/10/2025	Crawford, Murphy & Tilly, Inc	7,450.00	Terminal Exit Lane Improvements design phase servi
518850	9/10/2025	Crawford, Murphy & Tilly, Inc	1,796.54	Terminal Exit Lane Improvements design phase servi
518818	9/10/2025	DAN ARENSDORF CONSTRUCTION	1,295.00	Pulverized Soil to MSC 08/13 and 08/14/25
1015781	9/10/2025	DAVIS PLACE LLC	450.00	521 Garfield Ave. #104 - TBRA - M. Clary App #2540
1015760	9/10/2025	DEBRA A SEARLES	31.92	AUGUST 2025 MILEAGE FOR DEB SEARLES
1015752	9/10/2025	DUBUQUE ARBORETUM ASSOCIATION, Inc.	2,494.05	SD Grant-Native Plants and Prairie Enhancement-Arb
518842	9/10/2025	DUBUQUE COUNTY EMERG MGMT AGENCY	116,400.00	FY26 E911 City Contribution
518820	9/10/2025	DUBUQUE COUNTY TREASURER	400.00	Property Taxes Parcel #1118276902
518820	9/10/2025	DUBUQUE COUNTY TREASURER	97,862.00	Property Tax Parcel #1130129020
518820	9/10/2025	DUBUQUE COUNTY TREASURER	25,540.00	Property Taxes Parcel #1119401002
518820	9/10/2025	DUBUQUE COUNTY TREASURER	10,792.00	Property Taxes - Parcel #1119155010
518820	9/10/2025	DUBUQUE COUNTY TREASURER	1,308.00	Property Taxes - Parcel #1119401001
518820	9/10/2025	DUBUQUE COUNTY TREASURER	33,688.00	Property Taxes - Parcel #1130153025
1015753	9/10/2025	DUBUQUE HUMANE SOCIETY	14,933.00	FY26 Contracted Service Fees
518821	9/10/2025	DUBUQUE MUSEUM OF ART	325.96	Franchise Fee FY26
518821	9/10/2025	DUBUQUE MUSEUM OF ART	628.76	Franchise Fee FY26
1015803	9/10/2025	ED M FELD EQUIPMENT CO INC	361.00	4-Ice Carabiners
518853	9/10/2025	ELDON SCHNEIDER	7.00	AUGUST 2025 MILEAGE FOR ELDON SCHNEIDER
1015809	9/10/2025	ENVISION WARE INC	2,096.21	Library cash registers
518851	9/10/2025	Eocene Environmental Group	15,394.44	Enviro North Schmitt Island Collection System
1015786	9/10/2025	EVAN LEWIS INC	400.00	Replacement Sculpture
1015774	9/10/2025	EXPRESS EMPLOYMENT PROFESSIONALS	1,252.68	C063 - Administrative Assistant 08/03/25
1015774	9/10/2025	EXPRESS EMPLOYMENT PROFESSIONALS	1,236.62	C063 - Administrative Assistant 07/27/25
1015732	9/4/2025	FLOOR SHOW CORPORATION	6,755.00	Shades for federal bldg
1015800	9/10/2025	GENUINE PARTS COMPANY INC	147.66	LF- Tire Repair Insert/ Plug
1015800	9/10/2025	GENUINE PARTS COMPANY INC	(24.14)	UNIT# 3453 Replace Air & Oil Filters
518822	9/10/2025	GIESE SHEET METAL CO INC	150,907.50	ImOn Ice Arena Dehumidification System Upgrade Pro
518822	9/10/2025	GIESE SHEET METAL CO INC	138,890.00	ImOn Ice Arena Dehumidification System Upgrade Pro
1015791	9/10/2025	Global Flight Solutions, LLC	4,000.00	Blanket Purchase Order - Monthly Air Serv. Consult
1015791	9/10/2025	Global Flight Solutions, LLC	4,000.00	Blanket Purchase Order - Monthly Air Serv. Consult
518834	9/10/2025	GOVCONNECTION INC	536.78	RBC43 APC RPLMNT BATT-CART DLA x2
518832	9/10/2025	GRP & ASSOCIATES INC	133.00	LF- Large Medical Waste Boxes
1015793	9/10/2025	Haley D Francke	119.00	MILEAGE REIMBURSEMENT
1015755	9/10/2025	HDR ENGINEERING INC	4,227.68	E/W Corridor Capacity Improv-University Overlap
1015784	9/10/2025	IMWCA	81,081.00	Work Comp Premium - 7 Installments - Install #3
518823	9/10/2025	INFORMATION TODAY INC	352.03	Library Book Trade Almanac
1015777	9/10/2025	INGRAM LIBRARY SERVICES INC.	(11.97)	Circulating materials for Adult library collection
1015777	9/10/2025	INGRAM LIBRARY SERVICES INC.	2,403.90	Circulating materials for Adult library collection
1015777	9/10/2025	INGRAM LIBRARY SERVICES INC.	792.11	Children's books for collection
1015777	9/10/2025	INGRAM LIBRARY SERVICES INC.	91.16	Teen/Young Adult Materials for Collection
260200064	8/29/2025	IOWA BEVERAGE SYSTEMS INC	618.70	Alcohol Purchases - Recreation
1015782	9/10/2025	Kanopy Inc	992.00	Kanopy Streaming Services for Adult Collection
1015788	9/10/2025	Keller North America, Inc	69,621.89	FLOOR SETTLEMENT REMEDIATION PROJECT
1015744	9/4/2025	KIESLER POLICE SUPPLY INC	13,871.00	Tac Training Ammo
518847	9/10/2025	KLUCK CONSTRUCTION	11,675.00	2025 Concrete ROW
518847	9/10/2025	KLUCK CONSTRUCTION	6,168.87	2025 Concrete ROW
518847	9/10/2025	KLUCK CONSTRUCTION	4,011.55	2025 Concrete ROW
518824	9/10/2025	KLUESNER CONSTRUCTION INC	600.00	Wood Chips for DMASWA 08/12-08/15
1015733	9/4/2025	KONE INC	2,400.00	FY26 ELEVATOR MAINTENANCE INTERMODAL
1015804	9/10/2025	KONE INC	271.84	Elevator Maintenance
1015804	9/10/2025	KONE INC	210.00	FY26 Engine House Elevator Service
518849	9/10/2025	Korrin Schriver	72,628.88	FY2026 USDA Contractor Agreement_ReEvolution Farms
1015758	9/10/2025	KRAEMERS WATER STORE INC	32.45	Bottled Water Service for Landfill 08/27/25
1015783	9/10/2025	KRISTEN K DIETZ	368.00	Travel reimbursement for conference
1015790	9/10/2025	Link Coatings, LLC	6,360.00	SANDBLASTING & POWDER COATING RAILINGS
1015801	9/10/2025	LINWOOD CEMETERY ASSOCIATION	5,676.79	JULY 2025 MONTHLY ASSISTANCE
518840	9/10/2025	MAINSTAY SUITES	1,444.80	752 University Relocation
1015797	9/10/2025	Matthew Dressler	6,000.00	1791 Lori St HHP Work
1015797	9/10/2025	Matthew Dressler	1,000.00	2750 Washington 21 Lead Change Order
1015797	9/10/2025	Matthew Dressler	1,850.00	1059 Center Place Final Invoice
518839	9/10/2025	MCGRATH AUTOMOTIVE GROUP INC	26,315.00	2025 Chevy Trailblazer
518825	9/10/2025	MEDIACOM	236.90	INTERNET FOR TREE CREW-FY26
1015765	9/10/2025	MICHAEL C VAN MILLIGEN	14.59	9/3/25 Business luncheon with Anthony Williams
1015769	9/10/2025	MICS CONSTRUCTION	3,600.00	942 Southern Ave. - Homeowner Rehabilitation
1015756	9/10/2025	MID AMERICAN SIGNAL INC	12,380.00	Opticom Preemption
1015772	9/10/2025	MIDWEST TAPE LLC	6,894.80	Downloadable materials Hoopla
1015772	9/10/2025	MIDWEST TAPE LLC	278.87	Adult DVDs, BluRays, CDs for Collection
518826	9/10/2025	MOLO OIL COMPANY	12,896.63	Fuel Charges - City of Dubuque Vehicles
518837	9/10/2025	MOLO PETROLEUM LLC	57.83	Fuel Purchases - Fire Department
518837	9/10/2025	MOLO PETROLEUM LLC	390.77	Fuel Purchases - Fire Department 02/03-02/27
518837	9/10/2025	MOLO PETROLEUM LLC	409.50	Fuel Purchases - Fire Department 06/01-06/30
518837	9/10/2025	MOLO PETROLEUM LLC	563.92	Fuel Purchases - Fire Department 07/05-07/20

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
518827	9/10/2025	MULGREW OIL COMPANY	2,707.77	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/19/25
518827	9/10/2025	MULGREW OIL COMPANY	2,013.47	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/21/25
518827	9/10/2025	MULGREW OIL COMPANY	2,155.16	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/28/25
518827	9/10/2025	MULGREW OIL COMPANY	2,169.24	LF-# 2 PRM DYED WNTR DSL ULS15PPM 08/26/25
1015768	9/10/2025	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Management - Storage
1015768	9/10/2025	NUTRI JECT SYSTEMS INC	18,512.86	Biosolids Management - WRRC Hauling
1015770	9/10/2025	ONLINE COMPUTER LIBRARY CENTER	795.31	EZproxy for remote patron authentication
1015776	9/10/2025	OVERDRIVE INC	348.99	Downloadable Ebooks and EAudio for Adult Collectio
1015776	9/10/2025	OVERDRIVE INC	1,449.59	Downloadable Ebooks and EAudio for Adult Collectio
1015776	9/10/2025	OVERDRIVE INC	541.98	Downloadable Ebooks and EAudio for Adult Collectio
1015776	9/10/2025	OVERDRIVE INC	1,135.23	Downloadable Ebooks and EAudio for Adult Collectio
1015776	9/10/2025	OVERDRIVE INC	1,144.01	Downloadable Ebooks and EAudio for Adult Collectio
1015776	9/10/2025	OVERDRIVE INC	1,339.17	Downloadable Ebooks and EAudio for Adult Collectio
1015776	9/10/2025	OVERDRIVE INC	1,091.01	Downloadable Ebooks and EAudio for Adult Collectio
1015789	9/10/2025	Pirc Tobin Construction Inc	334,195.78	Heeb St Reconstruction Project
1015757	9/10/2025	RACOM CORPORATION	46,411.72	Axis Q6355-LE-PTZ
1015757	9/10/2025	RACOM CORPORATION	9,438.00	Maintenance Contract - Vehicle Radios & Batteries
1015787	9/10/2025	RaDD Network Solutions, Inc.	2,491.10	splice cases and accessories
518829	9/10/2025	RADIO DUBUQUE INC	500.00	Blanket Purchase Order - Marketing
518829	9/10/2025	RADIO DUBUQUE INC	500.00	Blanket Purchase Order - Marketing
1015795	9/10/2025	RC Restoration LLC	23,400.00	2210 Windsor 21 Lead and HH Work
1015795	9/10/2025	RC Restoration LLC	42,100.00	2210 Windsor 21 Lead and HH Work
518846	9/10/2025	REXCO EQUIPMENT INC	65,379.01	LF- Bobcat UW56
1015805	9/10/2025	RIVER CITY PAVING	1,446.65	2024:: JUL-DEC Hot & Cold Mix Asphalt
1015759	9/10/2025	RIVER CITY STONE	300.83	JUL-DEC Various Stone
1015759	9/10/2025	RIVER CITY STONE	325.59	JUL-DEC Various Stone
1015759	9/10/2025	RIVER CITY STONE	874.23	JUL-DEC Various Stone
1015773	9/10/2025	RON CLESEN'S ORNAMENTAL PLANTS	2,565.12	BASKETS FOR BEE BRANCH
1015773	9/10/2025	RON CLESEN'S ORNAMENTAL PLANTS	11,777.56	BASKETS FOR BEE BRANCH
518852	9/10/2025	Sandra Fowler	12,000.00	Dept Mgr for Housing-Fowler Consulting
1015735	9/4/2025	SCOTT PRINTING	504.42	2024 Annual Financial Reports
1015794	9/10/2025	Shive-Hattery Inc	9,756.79	Engineering Services for Hdq. Mechanical Systems
260200067	8/28/2025	SID'S	255.37	Bunker Hill Alcohol
518830	9/10/2025	SIEMENS INDUSTRY INC	65,000.00	HVAC PANEL MIGRATION/MODERNIZATION
518841	9/10/2025	SPRING GREEN LAWN CARE	305.25	WEED CONTROL
518836	9/10/2025	SUSTAINABLE STRATEGIES DC	7,500.00	Strategic Funding Services - Grant Writing
1015779	9/10/2025	TECH LOGIC CORPORATION	1,455.54	RFID circulation and programming software
518854	9/10/2025	Ted Krapfl	51.00	Travel Reimbursement
1015806	9/10/2025	TELEGRAPH HERALD	58.40	Publication Expenses
1015806	9/10/2025	TELEGRAPH HERALD	9,273.00	Ads August 2025 Telegraph Herald
1015736	9/4/2025	TERMINAL SUPPLY	17.73	SHOP SUPPLIES - Tyco/Bosch Relay Switch
1015762	9/10/2025	THREE RIVERS FS INC	276.00	LF SPECTRA LUBE RED GREASE #2 TUBE
1015762	9/10/2025	THREE RIVERS FS INC	820.98	LF- Diesel exhaust fluid bulk 08/25/25
1015763	9/10/2025	TRICON CONSTRUCTION GROUP	26,255.18	BUNKER FOUNDATION REPAIRS
1015763	9/10/2025	TRICON CONSTRUCTION GROUP	1,142,009.25	LF- Customer Convenience Center Project
1015763	9/10/2025	TRICON CONSTRUCTION GROUP	187,517.76	Granger Creek Lift Station Improvements
1015742	9/4/2025	TRI-STATE PORTA POTTY INC	1,390.00	PORT-A-POTTIES AUG 2025
1015737	9/4/2025	TRUCK COUNTRY OF IOWA INC	1,511.93	UNIT #3407 Exhaust RCN Cooler Kit
1015764	9/10/2025	TSCHIGGFRIE EXCAVATING	9,332.64	Broadway Sanitary Sewer Improvements Project
518844	9/10/2025	TYLER TECHNOLOGIES, INC	2,400.00	Tyler Services
518831	9/10/2025	UNION HOERMANN PRESS	217.40	Franchise Fee FY26
1015771	9/10/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
1015738	9/4/2025	WENZEL TOWING SERVICE	130.00	UNIT# 2602 Tow Vehicle w/ Broken Belt to Jule Ops
518845	9/10/2025	WEX HEALTH INC	1,072.26	FY26 COBRA, Commuter, FSA Admin - June 2025
518845	9/10/2025	WEX HEALTH INC	974.76	FY26 COBRA, Commuter, FSA Admin - July 2025
1015766	9/10/2025	WHKS AND COMPANY	78.22	JEFFERSON PARK RETAINING WALL PROJECT
			$ 3,364,830.83	

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	Bunker Hill Foundation Repair Project Acceptance
SUMMARY:	City Manager recommending City Council adopt the attached resolution to accept the Bunker Hill Foundation Repair Project and authorize the payment of the contract amount of $290,647.21 to Tricon General Construction, Inc. **RESOLUTION** Accepting The Bunker Hill Foundation Repair Project And Authorizing The Payment Of The Contract Amount To The Contractor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Engineer Certification
5. Final Retainage Payment

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Bunker Hill Foundation Repair Project Acceptance

DATE: September 9, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council adopt the attached resolution to accept the Bunker Hill Foundation Repair Project and authorize the payment of the contract amount of $290,647.21 to Tricon General Construction, Inc.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Stephen Fehsal, Interim Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager
Jennifer Larson, Chief Financial Officer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Stephen J. Fehsal, Interim Parks and Recreation Director

SUBJECT: Bunker Hill Foundation Repair Project Acceptance

DATE: **September 8, 2025**

INTRODUCTION

The purpose of this memorandum is to recommend that the City Council accept the Bunker Hill Foundation Repair Project and approve the attached resolution.

BACKGROUND

The project consists of a partial lower-level concrete masonry unit foundation wall removal and replacement with a cast-in-place concrete footing and foundation wall, lower-level window and door infilling, lower-level window and door replacement, foundation excavation for waterproofing and drainage, backfill, site concrete sidewalk and asphalt pavement, roof access stair removal, and construction of a stairwell enclosure.

DISCUSSION

The Bunker Hill Foundation Repair Project was completed by Tricon General Construction, Inc. in the final contract amount of $290,647.21. The original contract amount was $284,000.00. The increase in cost of $6,647.21 is due to change orders related to (1) repair deteriorated joints in limestone foundation wall either by tuckpointing or concrete patching material for $2409.12, (2) unsuitable soils discovered below the new foundation wall footing causing 12” undercut and replacement with a thickened concrete footing for $1001.34 and (3) brick and stone foundation below the utility chase and adjacent stoop in disrepair once uncovered and created a need for a frost protected foundation below the utility chase for $2094.43.

Strand Associates Inc. is recommending acceptance of the project.

RECOMMENDATION

I recommend that the City Council accept the Bunker Hill Foundation Repair Project Acceptance and authorize the payment of the contract amount of $290,647.21 to Tricon General Construction, Inc. based on the facts above.

BUDGET IMPACT

The summary of project costs for the Bunker Hill Foundation Repair Project is as follows:

	Award	**Final**
Construction Contract	$284,000.00	$290,647.21

The project funding summary is as follows:

Project No.	**Fund Description**	**Fund Amount**
3043000073-304	Bunker Building Remediation	$290,647.21

ACTION STEP

The City Council is requested to adopt the attached resolution to accept the Bunker Hill Foundation Repair Project and authorize the payment of the contract amount of $290,647.21 to Tricon General Construction, Inc.

cc: Jennifer Larson, Chief Financial Officer

Prepared by: Marie L. Ware, Acting Project and Facilities Manager

Prepared by Marie L. Ware, Acting Project and Facilities Manager, 2200 Bunker Hill Rd Dubuque, IA 52001, (563) 589-4263
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-25

ACCEPTING THE BUNKER HILL FOUNDATION REPAIR PROJECT AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR

WHEREAS, the Public Improvement Contract for the Bunker Hill Foundation Repair Project (the Project) has been completed by the contractor, Tricon General Construction Inc. (Contractor) and Strand Associates Inc. has examined the work and filed a certificate stating that the Project has been completed according to the terms of the Public Improvement Contract and that Strand Associates Inc. recommends that the Project be accepted;

WHEREAS, the final contract amount for the Project is $290,647.21;

WHEREAS, the contractor has previously been paid $276,114.85, leaving a balance of $14,532.36; and

WHEREAS, the City Council finds that the recommendation of Strand Associates Inc. should be accepted.

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

Section 1. The recommendation of Strand Associates, Inc. is approved, and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $14,532.36 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted this 15th day of September, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC City Clerk

STRAND ASSOCIATES®
Excellence in Engineering℠

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Madison, WI 53715
(P) 608.251.4843
www.strand.com

September 3, 2025

Ms. Marie Ware, Acting Project and Facilities Manager
City of Dubuque
2200 Bunker Hill Road
Dubuque, IA 52001

Re: Bunker Hill Foundation Repair Project
Contract 3043000073-304
City of Dubuque, Iowa

Dear Marie,

This letter serves as our recommendation of final payment for Contract 3043000073-304. Enclosed is a copy of the final Application for Payment and accompanying documentation in accordance with the Contract Documents, including the List of Items to be Completed or Corrected that was developed based on a final inspection that occurred on June 18, 2025. Based upon our observation of the Work and information provided by OWNER during construction and final inspection, and our review of the final Application for Payment, it appears the Work has been satisfactorily completed. Therefore, we recommend final payment of the amount indicated on the enclosed final Application for Payment.

This letter provides our written notice to OWNER and CONTRACTOR (by copy of this letter) that the Work is acceptable, subject to stated provisions of the Contract.

The Substantial Completion and Final Completion dates of June 9, 2025, and June 23, 2025, set in the Contract were met. The CONTRACTOR's maintenance bond will be security for a period of 2 years after Substantial Completion.

Please call 608-251-4843 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Evan J. Constant, P.E.

Enclosures

c/enc: Jon Routley, Tricon Construction Group
Philip Tran, Tricon Construction Group
Matt Yentz, Strand Associates, Inc.®
Justin Bilskemper, Strand Associates, Inc.®

1154.133\EJC:tll\R:\MAD\Documents\Specifications\Archive\2025\Dubuque, City of (IA)\1154.129.3043000073-304.EJC\(16) Specification Letters\(h) Final Payment and Notice of Acceptability of Work\FinalPayment.090325.docx

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO OWNER:
City of Dubuque
Parks & Recreation Dept
1157 Central Ave
Dubuque, IA 52001

FROM CONTRACTOR:
Tricon General Construction
1230 East 12th Street
Dubuque, IA 52001

PROJECT:
Bunker Hill Foundation Repair Project
2200 Bunker Hill Road
Dubuque, IA 52001

APPLICATION NO: 3
APPLICATION DATE: 09/02/25
PERIOD TO: 08/31/25
PROJECT NO: 22508525
3043000073-304
CONTRACT DATE: 03/20/25

Distribution to:
OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
OTHER
OTHER

CONTRACT FOR: Foundation Repair

VIA ARCHITECT: Strand & Associates 910 W Wingra Drive, Madison, WI 53715

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$284,000.00
2. Net change by Change Orders		$6,647.21
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$290,647.21
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$290,647.21
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	$0.00	
b. 5% of Stored Material (Column F on G703)	$0.00	
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE		$290,647.21
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$276,114.85
8. CURRENT PAYMENT DUE		**$14,532.36**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$6,647.21	
Total approved this Month		
TOTALS:	$6,647.21	$0.00
NET CHANGES by Change Order:	$6,647.21	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tricon Construction Group

By: Cindy Gotto Date: 9/02/2025

State of: Iowa County of: Dubuque
Subscribed and sworn to before me this 2nd day of September 2025
Notary Public: Mary K. Stone

NOTARIAL SEAL IOWA
MARY K STONE
Commission Number 816418
My Commission Expires
4-16-28

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 14,532.36

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.

ARCHITECT

By: Date: 9-3-2025

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA
THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292
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AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 9/2/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO: 22508525

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	General Conditions	$39,872.00	$39,872.00			$39,872.00	100.0%	$0.00	$0.00
02	Bond	$3,950.00	$3,950.00			$3,950.00	100.0%	$0.00	$0.00
03	Demolition	$26,875.00	$26,875.00			$26,875.00	100.0%	$0.00	$0.00
04	Concrete Washout	$800.00	$800.00			$800.00	100.0%	$0.00	$0.00
05	Excavation	$41,876.00	$41,876.00			$41,876.00	100.0%	$0.00	$0.00
06	Utilities	$14,895.00	$14,895.00			$14,895.00	100.0%	$0.00	$0.00
07	Seed/Sod	$1,478.00	$1,478.00			$1,478.00	100.0%	$0.00	$0.00
08	Asphalt	$4,680.00	$4,680.00			$4,680.00	100.0%	$0.00	$0.00
09	Concrete	$63,244.00	$63,244.00			$63,244.00	100.0%	$0.00	$0.00
10	Masonry	$4,900.00	$4,900.00			$4,900.00	100.0%	$0.00	$0.00
11	Steel	$2,700.00	$2,700.00			$2,700.00	100.0%	$0.00	$0.00
12	Shoring	$3,600.00	$3,600.00			$3,600.00	100.0%	$0.00	$0.00
13	Carpentry	$28,974.00	$28,974.00			$28,974.00	100.0%	$0.00	$0.00
14	Waterproofing	$4,108.00	$4,108.00			$4,108.00	100.0%	$0.00	$0.00
15	EPDM	$4,900.00	$4,900.00			$4,900.00	100.0%	$0.00	$0.00
16	Windows	$1,704.00	$1,704.00			$1,704.00	100.0%	$0.00	$0.00
17	Doors/Hardware	$6,800.00	$6,800.00			$6,800.00	100.0%	$0.00	$0.00
18	Door Labor	$1,142.00	$1,142.00			$1,142.00	100.0%	$0.00	$0.00
19	Painting	$3,900.00	$3,900.00			$3,900.00	100.0%	$0.00	$0.00
20	Electrical	$6,752.00	$6,752.00			$6,752.00	100.0%	$0.00	$0.00
21									
22	Contractor Fee	$16,850.00	$16,850.00			$16,850.00	100.0%	$0.00	$0.00
23									
24	CO #1 Limestone Wall Repair	$2,409.12	$2,409.12			$2,409.12	100.0%	$0.00	$0.00
25	CO #2 Unsuitable Soils	$1,001.34	$1,001.34			$1,001.34	100.0%	$0.00	$0.00
26	CO #3 Pipe Chase Foundation	$2,094.43	$2,094.43			$2,094.43	100.0%	$0.00	$0.00
27	CO #4 Additional Wall Repair	$1,142.32	$1,142.32			$1,142.32	100.0%	$0.00	$0.00
28									
29									
30									
31									
32									
	Grand Total	**$290,647.21**	**$290,647.21**	**$0.00**	**$0.00**	**$290,647.21**	**100.0%**	**$0.00**	**$0.00**

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	Adoption of Supplement Number 2025 S-17 to the City of Dubuque Code of Ordinances
SUMMARY:	City Clerk recommending approval of the resolution adopting Supplement No. 2025 S-17 as part of the Code of Ordinances of the City of Dubuque. **RESOLUTION** Adopting Supplement No. 2025 S-17 To The Code Of Ordinances Of The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Staff Memo_Updated 9.12.25
2. Resolution
3. Supplement No. 2025 S-17

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Honorable Mayor and City Council Members

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Adoption of Supplement Number 2025 S-17 to the City of Dubuque Code of Ordinances

DATE: August 26, 2025

The attached resolution provides for the adoption of Supplement Number S-17 of August 2025 to the City of Dubuque Code of Ordinances, which codifies all ordinances through 34-25, passed on July 21, 2025.

Section 380.8 of the Iowa Code outlines cities code of ordinance requirements:

380.8 Code of ordinances published

1. a. A city shall compile a code of ordinances containing all the city ordinance in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

b. A city may maintain a code of ordinances either by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances which became effective during the previous year and adopting the supplement by resolution or by adding at least annually new ordinances and amendments to ordinances to the code of ordinances itself.

….

Since August 17, 2009, the city has compiled supplements to the City of Dubuque Code of Ordinances consisting of all new ordinances and amendments to ordinances. Supplements are prepared on a quarterly basis by American Legal Publishing of Cincinnati, Ohio.

I respectfully request City Council approval of the resolution adopting Supplement No. 2025 S-17 as part of the Code of Ordinances of the City of Dubuque.

Prepared by Adrienne Breitfelder, City Clerk, 50 W. 13th St. Dubuque, IA, 52001, 589-4121
Return to: Adrienne Breitfelder, City Clerk, 50 W. 13th St. Dubuque, IA, 52001, 589-4121

RESOLUTION NO.

ADOPTING SUPPLEMENT NO. 2025 S-17 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

Whereas, on August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, by resolution, become part of the Code of Ordinances.

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

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

Section 1. That Supplement No. 2025 S-17 to the City of Dubuque Code of Ordinances, which codifies all ordinances up to and including 34-25, passed July 21, 2025, is hereby adopted and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved and adopted this 15th day of September 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

RECEIVED
2025 AUG 26 PM 4:39
City Clerk's Office
Dubuque, IA

DUBUQUE, IOWA
Instruction Sheet
August 2025 - S-17 Supplement

REMOVE OLD PAGES	INSERT NEW PAGES
	VOLUME I
Cover Page	Cover Page
Preface	Preface
Table of Contents (first 2 pages)	Table of Contents (first 3 pages)
1-6-1 through 1-6-4 (2 pages)	1-6-1 through 1-6-4 (2 pages)
2-2-1 through 2-2-15 (4 pages)	2-2-1 through 2-2-15 (4 pages)
Title 4 Title Analysis (1 page)	Title 4 Title Analysis (1 page)
4-5-1 through 4-5-14 (7 pages)	—
—	4-5A-1 through 4-5A-13 (6 pages)
—	4-5B-1 through 4-5B-13 (6 pages)
Title 7 Title Analysis (1 page)	Title 7 Title Analysis (1 page)
7-5A-7 B.2.b. through 7-5A-14 (4 pages)	7-5A-7 B.2.b. through 7-5A-14 (5 pages)
—	7-6G-1 through 7-6G-5 (3 pages)
Title 8 Title Analysis (1 page)	Title 8 Title Analysis (1 page)
8-1-1 (first 2 pages)	8-1-1 (first 2 pages)
8-1-1 (last 2 pages)	8-1-1 (last 2 pages)
8-2-1 through 8-2-16 (6 pages)	8-2-1 through 8-2-16 (6 pages)
8-5-1 (STATE: The state of Iowa...) through 8-5-3 B.3. (4 pages)	8-5-1 (STATE: The state of Iowa...) through 8-5-3 B.3. (4 pages)
10-5B-1 through 10-5B-2A. (2 pages)	10-5B-1 through 10-5B-2A. (2 pages)

REMOVE OLD PAGES	INSERT NEW PAGES
VOLUME I (Cont'd)	
10-5B-8 through 10-5B-24 (6 pages)	10-5B-8 through 10-5B-24 (5 pages)
10-5C-1 (2 pages) (E.B. Lyons Prairie/Woodland Preserve: … Iowa, according to the respective…) through (Gerald "Red" McAleece Park And Recreation Complex)	10-5C-1 (2 pages) (E.B. Lyons Prairie/Woodland Preserve: … Iowa, according to the respective…) through (Gerald "Red" McAleece Park And Recreation Complex)
10-5C-1 (last 3 pages)	10-5C-1 (last 3 pages)
VOLUME II	
Cover Page	Cover Page
Table of Contents (first 2 pages)	Table of Contents (first 3 pages)
13-1C-1 through 13-1C-3 (4 pages)	13-1C-1 through 13-1C-3 (4 pages)
16-2-3 (2 pages) (RECREATIONAL VEHICLE PARK: … tional vehicles of the general public…) through (RIGHT OF WAY (ROW))	16-2-3 (2 pages) (RECREATIONAL VEHICLE PARK: … tional vehicles of the general public…) through (RIGHT OF WAY (ROW))
16-2-3 (last page)	16-2-3 (last page)
16-5-10-2 through 16-5-10-7 (2 pages)	16-5-10-2 through 16-5-10-7 (2 pages)
16-5-11-1 (Residential use above the first floor only.) through 16-5-11-6 (2 pages)	16-5-11-1 (Residential use above the first floor only.) through 16-5-11-6 (2 pages)
16-5-14-1 (Furniture or home furnishing sales.) through 16-5-14-7 (5 pages)	16-5-14-1 (Furniture or home furnishing sales.) through 16-5-14-7 (5 pages)
16-5-17-1 (Marine vehicle sales or rental.) through 16-5-17-6 (2 pages)	16-5-17-1 (Marine vehicle sales or rental.) through 16-5-17-6 (2 pages)

REMOVE OLD PAGES	INSERT NEW PAGES
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-E- through -G- (4 pages) ENCROACHMENTS ON PUBLIC PLACES (cont.) through GAS FRANCHISE	-E- through -G- (3 pages) ENCROACHMENTS ON PUBLIC PLACES (cont.) through GAS FRANCHISE
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-S- through -T- (3 pages) SOLICITOR'S LICENSE through TREES AND WEEDS	-S- through -T- (3 pages) SOLICITORS AND TRANSIENT MERCHANTS through TREES AND WEEDS

CITY CODE

of

DUBUQUE

IOWA

Code current through:
Ord. 34-25, passed 7-21-2025

Published by:

AMERICAN LEGAL PUBLISHING
525 Vine Street ✧ Suite 310 ✧ Cincinnati, Ohio 45202
1-800-445-5588 ✧ www.amlegal.com

PREFACE

This code of the City of Dubuque, as supplemented, contains ordinances up to and including ordinance 34-25, passed July 21, 2025. Ordinances of the City adopted after said ordinance supersede the provisions of this code to the extent that they are in conflict or inconsistent therewith. Consult the City office in order to ascertain whether any particular provision of the code has been amended, superseded or repealed.

American Legal
Publishing
Cincinnati, Ohio

August 2025

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1-6-3: Mayor Pro Tem
1-6-4: Emergency Succession For Mayor And Council Members

1-6-1: COMPOSITION; TERMS:

The City Council consists of a Mayor and two (2) Council members elected at large, and one Council member elected from each of the four (4) wards. The Mayor and other Council members serve four (4) year staggered terms. The Mayor is a member of the City Council and may vote on all matters before the Council. (2007 Code § 2-20)

1-6-2: COMPENSATION:

Effective January 1, 2026, the compensation for the Mayor shall be fifteen thousand seven hundred thirty two dollars ($15,732.00) per annum, and the compensation for the City Council members shall be eleven thousand seven hundred ninety nine dollars ($11,799.00) per annum. (Ord. 40-17, 9-5-2017; amd. Ord. 27-21, 7-6-2021; Ord. 27-25, 6-16-2025)

1-6-3: MAYOR PRO TEM:

A. Term Of Mayor Pro Tem: The term of Mayor Pro Tem shall be eight (8) months.

B. Designation Of Mayor Pro Tem: Council members shall serve as Mayor Pro Tem in the following order: 1) at large Council member elected to two (2) year term; 2) Ward Two Council member; 3) Ward Four Council member. Thereafter, Council members shall serve as Mayor Pro Tem in the following order:

1. At large Council member with two (2) years of term remaining;

2. Ward One Council member;

3. Ward Three Council member;

4. At large Council member with two (2) years of term remaining;

5. Ward Two Council member;

6. Ward Four Council member.

C. Vacancy: In the event of a vacancy in the office of a Council member while such Council member is serving as Mayor Pro Tem, the person appointed or elected to fill such vacancy shall serve the remainder of the term of Mayor Pro Tem.

D. Absence Of Mayor And Mayor Pro Tem: When the Mayor and the Mayor Pro Tem are absent or unable to act, the Council members in the following order of succession shall perform the Mayor's duties:

1. Council member at large who has served the longer consecutive term in office; then Council member at large who has served the shorter consecutive term in office; in the event their terms are the same, then in alphabetical order.

2. Ward Council member who has served the longest consecutive term in office; then ward Council member who has served the next longest consecutive term in office, and so on; in the event that the consecutive terms of ward Council members in such order are the same, then in alphabetical order. (Ord. 24-18, 7-2-2018)

1-6-4: EMERGENCY SUCCESSION FOR MAYOR AND COUNCIL MEMBERS:

A. Order Of Succession: When the Mayor and the Mayor Pro Tem are absent or unable to act, the Council members in the following order of succession shall perform the Mayor's duties, except that a succeeding Council member may not appoint, employ or discharge officers or employees without the approval of the City Council:

1. Council member at large who has served the longer consecutive term in office; then Council member at large who has served the shorter consecutive term in office; in the event their terms are the same, then in alphabetical order.

2. Ward Council member who has served the longest consecutive term in office; then ward Council member who has served the next longest consecutive term in office, and so on; in the event that the consecutive terms of Council members in such order are the same, then in alphabetical order.

B. Official Actions Legal And Binding: Official actions of a succeeding Council member when the Mayor and Mayor Pro Tem are absent or unable to act are legal and binding to the same extent as if done by the Mayor or Mayor Pro Tem. A succeeding Council member retains all the Council member's powers as a member of the City Council. (Ord. 67-05, 12-5-2005)

CHAPTER 2

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2-2-15: Record Of Meetings And Personnel
2-2-16: Examination Of Applicants
2-2-17: Conduct Of Examinations; Certification Of Qualified Persons
2-2-18: Procedure For Conduct Of Hearing Appeals

2-2-1: COMMISSION CREATED:

There is hereby created the civil service commission. (Ord. 56-15, 9-8-2015)

2-2-2: PURPOSE:

The purpose of the commission is to conduct entrance examinations, conduct promotional examinations, and act as an appeals board as provided in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-4: **PROCEDURES FOR OPERATION:**

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 56-15, 9-8-2015)

2-2-5: **MEMBERSHIP:**

A. Composition: The commission comprises five (5) residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened. (Ord. 56-15, 9-8-2015; amd. Ord. 47-22, 12-19-2022; Ord. 28-24, 6-17-2024; Ord. 26-25, 6-16-2025)

2-2-6: **OATH:**

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 56-15, 9-8-2015; amd. Ord. 28-24, 6-17-2024)

2-2-7: **TERMS:**

A. Pursuant to state law the Commission is expanded from three (3) residents to five (5) residents effective August 16, 2025. The terms of the existing

commissioners shall remain the same. The initial terms for the additional commissioners shall be through April 6, 2027.

B. Following the initial terms for the additional commissioners, any future terms shall be at the standard term length for the commission. The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified. (Ord. 26-25, 6-16-2025)

2-2-8: **VACANCIES:**

Vacancies must be filled in the same manner as original appointments. (Ord. 56-15, 9-8-2015)

2-2-9: **OFFICERS/ORGANIZATION:**

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The city clerk, or the city clerk's designee, is the clerk of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 56-15, 9-8-2015)

2-2-10: **MEETINGS:**

A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 56-15, 9-8-2015; amd. Ord. 37-22, 11-7-2022; Ord. 28-24, 6-17-2024; Ord. 26-25, 6-16-2025)

2-2-11: **COMPENSATION:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 56-15, 9-8-2015)

2-2-12: **REMOVAL:**

The mayor may remove any commissioner for cause upon written charges and after public hearing. (Ord. 56-15, 9-8-2015)

2-2-13: **POWERS:**

The commission has the powers, duties, and responsibilities as outlined in chapter 400 of the Iowa Code. (Ord. 56-15, 9-8-2015)

2-2-14: **CITY COUNCIL TO FURNISH MEETING ROOM, EQUIPMENT, RECORDER:**

The city council must provide suitable rooms in which the commission may hold its meetings and supply the commission with all necessary equipment and a qualified shorthand reporter to enable it properly to perform its duties. (Ord. 56-15, 9-8-2015)

2-2-15: **RECORD OF MEETINGS AND PERSONNEL:**

The commission must keep a record of all its meetings and also a complete individual service record of each civil service employee which record must be permanent and kept up to date. (Ord. 56-15, 9-8-2015)

TITLE 4

BUSINESS AND LICENSE REGULATIONS

Subject	Chapter
Business Licenses Generally	1
Liquor Control	2
Alcoholic Beverages	2A
Liquor, Beer And Wine Licenses And Permits	2B
Excursion Boat Admission Fees	3
Central Market And Other Farmers' Markets	4
Solicitors And Transient Merchants	5
Solicitors	5A
Transient Merchants	5B
Pawnbrokers And Secondhand Dealers; Junk And Auto Salvage Dealers	6
Pawnbrokers And Secondhand Dealers	6A
Junk Dealers And Auto Salvage Dealers	6B
Vehicles For Hire And Public Transportation	7
Nonmotorized Vehicles	7A
Motorized Vehicles For Hire	7B
Adult Entertainment Establishments	8

CHAPTER 5

SOLICITORS AND TRANSIENT MERCHANTS

ARTICLE A. SOLICITORS

SECTION:

4-5A-1: Definitions
4-5A-2: License Required
4-5A-3: Exemptions
4-5A-4: Application For License
4-5A-5: Bond
4-5A-6: Fees
4-5A-7: Display Of License
4-5A-8: Misrepresentation
4-5A-9: Denial, Suspension, Or Revocation Of License
4-5A-10: Appeal
4-5A-11: Personal Nature; Transferability
4-5A-12: Report To City Clerk Upon Loss Required
4-5A-13: Music

4-5A-1: DEFINITIONS:

As used in this chapter, the following term has the following meaning:

SOLICITOR: Any person offering and exposing goods, wares, merchandise, products, or services for sale, or taking or soliciting orders for goods, wares, merchandise, products, or services for future delivery from place to place, house to house, door to door, or street to street, whether the person collects advance payments for such sales or not; but excluding calling upon or soliciting business establishments, professional offices, or institutions, exclusively, or calling on prospective customers by appointment only. (Ord. 19-25, 5-19-2025)

4-5A-2: LICENSE REQUIRED:

A. No person may engage in business as a solicitor without first obtaining a license therefor and paying the license fee. (Ord. 19-25, 5-19-2025)

4-5A-3: EXEMPTIONS:

This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Persons that purchase gold, bullion, ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title.

G. Persons that prepare, market or sell food from a mobile vending unit or mobile pushcart. (Ord. 23-19, 5-6-2019; amd. Ord. 19-25, 5-19-2025)

4-5A-4: APPLICATION FOR LICENSE:

A. An application for a solicitor's license must be filed at the City Clerk's Office on a form provided by the City Clerk.

B. The chief of police will investigate each applicant for a solicitor license and a report of such investigation will be attached to the application for consideration by the city clerk.

C. The city clerk will, in consultation with the chief of police and upon receipt of an application, with an appropriate bond attached, approve or reject the application considering:

1. Whether the statements and representations contained in the application are true;

2. Whether the applicant is the holder of an Iowa retailer's sales tax permit, when required/if applicable; and

3. If a foreign corporation, whether the entity has the authority to do business in the state of Iowa.

D. If, upon receipt and review of an application, it is determined that the applicant has a pending criminal charge which upon conviction would result in denial of a license, the city clerk reserves the right to place the application on hold for up to fourteen (14) days pending resolution of the criminal charge.

1. It is the applicant's responsibility to provide any updated information on the outstanding charge(s).

1. At the conclusion of fourteen (14) days the City Clerk shall resume processing of the application.

E. A license is valid only for the period of time described in the application. (Ord. 19-25, 5-19-2025)

4-5A-5: **BOND:**

An applicant for a license must file with the City Clerk a surety bond in the amount of five thousand dollars ($5,000.00) conditioned on the following:

A. That the applicant will fully comply with all ordinances of the City and laws regulating solicitor sales;

B. The payment by the applicant of all taxes that may be payable by or due from the applicant to the State of Iowa or the City of Dubuque;

C. The payment of any fines that may be assessed by any court against the applicant for violation of the provisions of this chapter;

D. The payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale and arising from

such sale; provided, however, that the aggregate liability of the surety for all such taxes, fines, and causes of action must in no event exceed the principal sum of such bond; and

E. Guaranteeing to any resident of the city that all monies paid will be accounted for and applied according to the representation of the licensee. Said bond will continue in force as to such surety for not less than one year from the date of the license. Action on such bond may be brought by any resident of the city. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5A-6: **FEES:**

A solicitor must pay a license fee established by the city manager. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5A-7: **DISPLAY OF LICENSE:**

A solicitor shall keep such license in possession at all times while doing business in the City and shall, upon the request of prospective customers, exhibit the license as evidence of compliance with all requirements of this chapter. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5A-8: **MISREPRESENTATION:**

It is unlawful for any solicitor making sales or engaging in or conducting a business under a solicitor's license to make any false or misleading statement or representation regarding any article sold or offered for sale by such solicitor as to condition, quality, original cost, or cost to such solicitor of any article sold or offered for sale, or to sell or offer for sale goods, wares, products, or merchandise of a value in excess of the value thereof as shown by said application, or to sell or offer for sale at retail any goods, wares, products, or merchandise or to engage in or conduct an intermittent or temporary business on any day or at any place other than those shown by such license. A solicitor who violates any provision of this chapter is ineligible for a license for a period of two (2) years from the date of such violation. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5A-9: **DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:**

A. The city clerk may, upon good cause, deny issuance or renewal of a license or suspend or revoke any license issued under this article for a period not to exceed one year for any of the following:

1. Violation of any federal, state, or local law, including, but not limited to, a violation of this chapter or any other chapter of this code;

2. Misrepresentation of any material fact in the application for a license;

3. Failure to cooperate with law enforcement;

4. The applicant, licensee, owner, manager, partner, corporate officer, or director has been convicted of a crime involving robbery, burglary, theft, forgery, fraud, or deceptive practices, the possession, manufacture, or delivery of a controlled substance, possession with intent to manufacture or deliver a controlled substance, possession of drug paraphernalia, or nonpayment of excise taxes for a controlled substance, nonpayment of other taxes, or demonstrated insolvency;

5. Misrepresentation of the source, condition, quality, weight, or measure of the product sold by such solicitor;

6. If any judgment recovered against such solicitor with reference to the operation of the business within the city remains unpaid for a period of six (6) months, provided such judgment be not stayed under a supersedeas bond upon appeal from such judgment;

7. The applicant has been convicted in the prior seven (7) year period of a felony or of any crime involving injury to another person or damage to the property of another person; or

8. The applicant is registered on the national sex offender registry.

B. A plea of guilty, no contest, or a plea agreement resulting in a conviction to a lesser charge may be considered the equivalent of a conviction for purposes of evaluating eligibility for a permit under 4-5-10(A).

C. The city clerk must give written notice of the revocation, suspension, or denial of renewal of any license issued under the provisions of this chapter to the license holder and the surety or sureties furnishing the bond provided for herein. (Ord. 19-25, 5-19-2025)

4-5A-10: **APPEAL:**

Within ten (10) days after notice of denial, suspension, or revocation of a license, a solicitor may file with the city clerk a written notice of appeal to the city manager from such denial, suspension, or revocation. The city manager must provide the

solicitor with notice and an opportunity to be heard on the issue of whether the license was properly denied, suspended, or revoked. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5A-11: **PERSONAL NATURE; TRANSFERABILITY:**

The solicitor's license granted under this chapter is personal to the applicant only and may not be sold, assigned, or otherwise transferred. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5A-12: **REPORT TO CITY CLERK UPON LOSS REQUIRED:**

In the event any license issued under this chapter is lost or mislaid, the licensee must report such fact to the city clerk immediately. A duplicate license will be issued upon payment of the fee as established by the city manager. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5A-13: **MUSIC:**

No loudspeaker or other sound system which may disturb the peace is permitted while soliciting. Music is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the area where the solicitor locates. (Ord. 19-25, 5-19-2025)

CHAPTER 5

SOLICITORS AND TRANSIENT MERCHANTS

ARTICLE B. TRANSIENT MERCHANTS

SECTION:

4-5B-1: Definitions
4-5B-2: License Required
4-5B-3: Exemptions
4-5B-4: Application For License
4-5B-5: Bond
4-5B-6: Fees
4-5B-7: Display Of License
4-5B-8: Misrepresentation
4-5B-9: Denial, Suspension, Or Revocation Of License
4-5B-10: Appeal
4-5B-11: Personal Nature; Transferability
4-5B-12: Report To City Clerk Upon Loss Required
4-5B-13: Music

4-5B-1: DEFINITIONS:

As used in this chapter, the following term has the following meaning:

TRANSIENT MERCHANT:	Any business that engages in selling goods, wares, merchandise, products, or services from any fixed or temporary location, which is temporarily maintained or when such business is intermittently carried on and there is no intention to conduct the same permanently within the City. Any person is presumed to be temporarily or intermittently selling or offering to sell goods or services, unless such person intends to and does remain continuously in business at each location where such sales are offered for a period of more than sixty (60) days. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-2: **LICENSE REQUIRED:**

A. No person may engage in business as a transient merchant without first obtaining a license therefor and paying the license fee.

B. No person having control of private property within the City may knowingly permit another person to engage in business on or about that property as a transient merchant without first requiring that person to obtain a license therefor. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-3: **EXEMPTIONS:**

This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling at wholesale to merchants, persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Central Market and other permitted farmers' market businesses licensed in accordance with this Code; or

G. Persons that purchase gold, bullion, ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title.

H. Persons that prepare, market or sell food from a mobile vending unit or mobile pushcart. (Ord. 23-19, 5-6-2019; amd. Ord. 19-25, 5-19-2025)

4-5B-4: APPLICATION FOR LICENSE:

A. An application for a transient merchant license must be filed at the City Clerk's Office on a form provided by the City Clerk.

B. The chief of police will investigate each business owner applying for a transient merchant license and a report of such investigation will be attached to the application for consideration by the city clerk.

C. If, upon receipt and review of an application, it is determined that the applicant has a pending criminal charge which upon conviction would result in denial of a license, the city clerk reserves the right to place the application on hold for up to fourteen (14) days pending resolution of the criminal charge.

1. It is the applicant's responsibility to provide any updated information on the outstanding charge(s).

2. At the conclusion of fourteen (14) days the City Clerk shall resume processing of the application.

D. The city clerk will, in consultation with the chief of police and upon receipt of an application, with an appropriate bond attached, approve or reject the application considering:

1. Whether the statements and representations contained in the application are true;

2. Whether the applicant is the holder of an Iowa retailer's sales tax permit, when required/if applicable; and

3. If a foreign corporation, whether the entity has the authority to do business in the state of Iowa.

E. A license is valid only for the period of time and at the location and place described in the application. In the event a qualified applicant intends to conduct business or engage in sales activities from multiple locations, a separate application shall be submitted, and a distinct license shall be obtained and approved for each individual location. (Ord. 19-25, 5-19-2025)

4-5B-5: BOND:

An applicant for a license must file with the City Clerk a surety bond in the amount of five thousand dollars ($5,000.00) conditioned on the following:

A. That the applicant will fully comply with all ordinances of the City and laws regulating transient merchant sales;

B. The payment by the applicant of all taxes that may be payable by or due from the applicant to the State of Iowa or the City of Dubuque;

C. The payment of any fines that may be assessed by any court against the applicant for violation of the provisions of this chapter;

D. The payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale and arising from such sale; provided, however, that the aggregate liability of the surety for all such taxes, fines, and causes of action must in no event exceed the principal sum of such bond; and

E. Guaranteeing to any resident of the city that all monies paid will be accounted for and applied according to the representation of the licensee. Said bond will continue in force as to such surety for not less than one year from the date of the license. Action on such bond may be brought by any resident of the city. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-6: **FEES:**

A transient merchant must pay a license fee established by the city manager. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-7: **DISPLAY OF LICENSE:**

A transient merchant must, at all times while doing business in this city, prominently display the license for the period of time and at the location and place described in the application so that it is clearly visible to anyone to whom the person is selling or offering for sale goods, merchandise, products, or services. The licensee must also, at the time of selling or offering for sale goods, merchandise, products, or services, provide each prospective customer with an opportunity to view the license. (Ord. 19-25, 5-19-2025)

4-5B-8: **MISREPRESENTATION:**

It is unlawful for any transient merchant making sales or engaging in or conducting a business under a transient merchant's license to make any false or misleading statement or representation regarding any article sold or offered for sale by such

transient merchant as to condition, quality, original cost, or cost to such transient merchant of any article sold or offered for sale, or to sell or offer for sale goods, wares, products, or merchandise of a value in excess of the value thereof as shown by said application, or to sell or offer for sale at retail any goods, wares, products, or merchandise or to engage in or conduct an intermittent or temporary business on any day or at any place other than those shown by such license. A transient merchant who violates any provision of this chapter is ineligible for a license for a period of two (2) years from the date of such violation. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-9: DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

A. The city clerk may, upon good cause, deny issuance or renewal of a license or suspend or revoke any license issued under this article for any of the following:

1. Violation of any federal, state, or local law, including, but not limited to, a violation of this chapter or any other chapter of this code;

2. Misrepresentation of any material fact in the application for a license;

3. Failure to cooperate with law enforcement;

4. The licensee, owner, manager, partner, corporate officer, or director has been convicted of a crime involving robbery, burglary, theft, forgery, fraud, or deceptive practices, the possession, manufacture, or delivery of a controlled substance, possession with intent to manufacture or deliver a controlled substance, possession of drug paraphernalia, or nonpayment of excise taxes for a controlled substance, nonpayment of other taxes, or demonstrated insolvency;

5. Misrepresentation of the source, condition, quality, weight, or measure of the product sold by such transient merchant;

6. If any judgment recovered against such transient merchant with reference to the operation of the business within the city remains unpaid for a period of six (6) months, provided such judgment be not stayed under a supersedeas bond upon appeal from such judgment;

7. The owner has been convicted in the prior seven (7) year period of a felony or of any crime involving injury to another person or damage to the property of another person; or

8. The owner is registered on the national sex offender registry.

B. A plea of guilty, no contest, or a plea agreement resulting in a conviction to a lesser charge may be considered the equivalent of a conviction for purposes of evaluating eligibility for a permit under this section.

C. The city clerk must give written notice of the revocation, suspension, or denial of renewal of any license issued under the provisions of this chapter to the license holder and the surety or sureties furnishing the bond provided for herein. (Ord. 19-25, 5-19-2025)

4-5B-10: **APPEAL:**

Within ten (10) days after notice of denial, suspension, or revocation of a license, a transient merchant applicant may file with the city clerk a written notice of appeal to the city manager from such denial, suspension, or revocation. The city manager must provide the applicant with notice and an opportunity to be heard on the issue of whether the license was properly denied, suspended, or revoked. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-11: **PERSONAL NATURE; TRANSFERABILITY:**

The transient merchant's license granted under this chapter is personal to the owner only and may not be sold, assigned, or otherwise transferred. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-12: **REPORT TO CITY CLERK UPON LOSS REQUIRED:**

In the event any license issued under this chapter is lost or mislaid, the licensee must report such fact to the city clerk immediately. A duplicate license will be issued upon payment of the fee as established by the city manager. (Ord. 16-13, 3-4-2013; amd. Ord. 19-25, 5-19-2025)

4-5B-13: **MUSIC:**

No loudspeaker or other sound system which may disturb the peace is permitted while soliciting. Music from a vendor unit is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the area where the transient merchant locates. (Ord. 19-25, 5-19-2025)

TITLE 7

POLICE, FIRE AND PUBLIC SAFETY

Subject	Chapter
Police Department	1
Fire Department	2
Emergency Management	3
Alarm System Permits	4
Offenses	5
General Offenses	5A
Drug Paraphernalia	5B
Crime Property	5C
Parental Responsibility	5D
Social Host Responsibility	5E
Animal Control	6
Miscellaneous Provisions	6A
Dogs And Cats	6B
Rabies Control	6C
Dangerous Animals	6D
Potentially Vicious Dogs	6E
Vicious Dogs And Cats	6F
Bears	6G
Bicycles	7

b. Has a gang affiliation; or

c. Is in a group of three (3) or more people in a public place without the permission or authority of the adjacent property owner or resident and repeatedly beckons to, stops, or attempts to stop or engage passersby in unsolicited conversation; or repeatedly stops or attempts to stop motor vehicles by yelling, hailing, waving of arms, giving hand signals or other similar bodily gestures, or calling out gang names; or

d. Is in a group of three (3) or more people for a period of time longer than fifteen (15) minutes in a public place where disorderly conduct is occurring or has recently occurred; or

e. Is making repeated exchanges of packages or money with other persons who stop for short periods of time when none of the parties to the exchange have a valid permit to engage in business or solicitation; or

f. Evidences an intent to establish a public place as the territory of a gang including the verbalization of gang names and/or the use of hand signals known to be gang related. (2007 Code § 33-16)

7-5A-8: RINGING OF BELLS OR GONGS:

It shall be unlawful for any person within the corporate limits of this City to ring or sound any bell, auction bell, gong, or similar device upon the streets or alleys within the City so as to disturb the peace. (2007 Code § 33-2)

7-5A-9: PUBLIC URINATION OR DEFECATION:

It shall be unlawful for any person to urinate or defecate in or upon any public or common property including, but not limited to, streets, alleys, sidewalks or in any other place where the person could reasonably expect to be seen by the public. This section shall not apply to private restrooms or public facilities designated for such purpose. (Ord. 18-16, 5-16-2016)

7-5A-10: PROJECTILES, SLINGSHOTS, KNUCKLES OF METAL OR OTHER MATERIAL, OTHER WEAPONS, AND FIREWORKS:

A. Shooting Projectiles:

1. Prohibition: It shall be unlawful for any person within the corporate limits of the City to willfully or carelessly throw, shoot, or launch any stone, stick,

projectile, or other missile in such a manner as to hit, injure, or endanger any person or property.

2. Deer Hunting Excepted: Nothing herein shall prohibit the hunting with bow and arrow of deer by persons licensed by and during the period of time authorized by the Iowa Department of Natural Resources and issued a permit by the City in accordance with the Deer Management Program adopted by the City Manager or City Manager's designee.

B. Slingshots, Knuckles Of Metal Or Other Material, Air Gun, Spring-Loaded Gun, Replica Firearms, And Other Weapons: It shall be unlawful for any person to carry or conceal about their person any slingshot, knuckles of metal or other material, air gun, spring loaded gun, replica firearm represented as a real firearm, or any other weapon other than a knife, when such weapon is represented to be carried for the purpose of protection or use as a weapon.

C. Discharging Firearms:

1. Prohibition: No person shall discharge or fire any cannon, gun, bomb, pistol, air gun, spring loaded gun, or other firearms, or other device containing any explosive. Discharge or firing of air guns or spring loaded guns used for training, recreational, or competitive events is allowed in accordance with section 7-5A-16 of this article.

2. Firing Range Permit: The City Council may, upon application in writing, grant a permit for the operation of a firing range in which the discharge of firearms for training, recreational or competitive events would be allowed upon showing that the range would be under the direction of a competent organization, group or individual.

3. Firearms Used To Control Rodent Or Animal Problems: In the interest of public health and safety and at such times as approved by the Chief of Police, the police or their designee may use firearms to control rodent or animal problems when it is evident that conventional control methods have not resolved the problem.

4. Blank Cartridge Use For Shows: Nothing herein shall be construed to prohibit the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads, or trucks, for signal purposes, or by a recognized military organization; and provided further, that nothing in this subsection shall apply to any substance or composition prepared and used for medicinal or fumigation purposes.

D. Discharging Fireworks.

1. Definitions: For purposes of this section consumer fireworks, display fireworks, and novelties shall be defined as outlined in Iowa Code §727.2(1) or any subsequent location within the Iowa Code.

2. Novelties shall be allowed year round.

3. Prohibition: No person shall discharge, fire, light, set off, or burn, or otherwise use any consumer fireworks, or other device containing any explosive except on the following dates and times and pursuant to the following conditions:

a. Dates and times:

(1) July 3: 9 a.m. to 10 p.m.

(2) July 4: 9 a.m. to 11 p.m.

(3) December 31: 9 a.m. through 11:59 p.m.

b. Conditions:

(1) Consumer fireworks may only be used on the real property of the person using the consumer fireworks or the real property of a person who has consented to the use of consumer fireworks on such property.

(2) Consumer fireworks may not be used on any public property, including but not limited to any public street, public right-of-way, sidewalk, park, parkway, trail, or open space, place, or way.

4. Display Fireworks Display Permit: The City Council may, upon application in writing, grant a permit for the display and use of display fireworks by any organization or groups of individuals when such display fireworks display will be handled by a competent operator.

5. Penalties: A person violating any provision of subsection D (paragraph 3) above shall be guilty of a simple misdemeanor and subject to a fine of not less than two hundred fifty dollars ($250.00).

6. Selling Consumer Fireworks Within Corporate City Limits: A person or entity selling consumer fireworks within the corporate City limits must provide the City Fire Department with a copy of the seller's State-issued license to sell consumer fireworks and proof of insurance as required by State Code. A

fireworks seller must also display signage on the seller's premises which states that the use of consumer fireworks is prohibited within corporate City limits except as outlined in subsection D (3) above. (Ord. 29-17, 7-5-2017; amd. Ord. 23-25, 6-16-2025)

7-5A-11: UNAUTHORIZED COMPUTER ACCESS:

It shall be unlawful for any person to knowingly and without authorization access a computer, computer system or a computer network. (2007 Code § 33-12)

7-5A-12: CRIMINAL MISCHIEF:

It shall be unlawful for any person to damage, deface, alter or destroy any tangible property when done intentionally by one who has no right to so act. (2007 Code § 33-13)

7-5A-13: PROFESSIONAL BOXING ELIMINATION TOURNAMENTS:

A. Definitions: For purposes of this section, the following terms shall have the following meanings:

ELIMINATION TOURNAMENT:	A boxing contest or exhibition in which contestants box one another, two (2) at a time, with one (1) contestant being eliminated from the tournament. This elimination continues, with winners from the various bouts competing, until only one (1) contestant remains undefeated in the weight division.
PROFESSIONAL BOXING:	A boxing contest or exhibition, open to the public, for which any principal or contestant is paid.

B. Prohibition: No person shall promote, participate in, or allow professional boxing that is part of an elimination tournament within the City. (2007 Code § 33-14)

7-5A-14: UNDERAGE PERSONS ENTERING GAMBLING FACILITIES:

A. Prohibition: It shall be unlawful for any person under the age of twenty one (21) years to enter or attempt to enter a facility licensed under Iowa Code to operate gambling games.

B. Persons Excepted: Subsection A of this section shall not apply to a person under the age of twenty one (21) years who is:

1. An employee of the licensee or performing a contracted service for the licensee at the facility;

2. A public official or employee while at the facility in the performance of such person's official duties;

3. A person going directly to or from an area at the facility specifically designated for activities for persons under the age of twenty one (21) years, if accompanied by a person over the age of twenty one (21) years and if such person first contacts a representative of the licensee.

C. Area Or Facility Exempted: Subsection A of this section shall not apply to a facility or that portion of a facility licensed by the State for pari-mutuel gaming. (2007 Code § 33-15)

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CHAPTER 6

ANIMAL CONTROL

ARTICLE G. BEARS

SECTION:

7-6G-1: Definitions
7-6G-2: Prohibitions
7-6G-3: Removal Of Food Sources Upon Request
7-6G-4: Violation
7-6G-5: Exceptions

7-6G-1: DEFINITIONS:

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this article, have the meanings in this section:

ATTRACTANT:	Any substance which does or could reasonably be expected to attract bears, including, but not limited to, food products, pet food, feed, garbage, compost, food scraps, grain, or salt.
BEAR:	Any member the family Ursidae, typically characterized as large, heavy mammals having shaggy hair, stocky legs, long snouts, rounded ears, plantigrade paws, and short tails
FEED:	The act of providing food or food waste, including but not limited to leaving food, trash, or other attractants accessible to bears.
FOOD:	Any attractant or food material attractive to bears, such as human, livestock, and pet foods; garbage and refuse; livestock carrion; other edibles and/or garbage which is allowed to accumulate, or the residue thereof.

HARASS:	Any behavior that disturbs or disrupts the natural activities of a bear, including but not limited to approaching, following, cornering, crowding, taunting, chasing, or interfering with the bear's movement, behavior, or environment in a manner that causes or is likely to cause the bear distress, behavior change, or poses a risk to human safety.
WILDLIFE MANAGEMENT AUTHORITIES:	Organizations or agencies responsible for managing and conserving fish, wildlife, and their habitats. (Ord. 15-25, 5-5-2025)

7-6G-2: **PROHIBITIONS:**

It is unlawful for any person to:

A. Feed any bear for any purpose whatsoever;

B. Negligently or otherwise make any food of any kind available to bears;

C. Harass any bear, including, but not limited to, approaching any bear by foot, vehicle, or drone, for any purpose, including photography; or

D. Disregard any law enforcement commands, orders, signs, or barriers designed to protect bears and the public. (Ord. 15-25, 5-5-2025)

7-6G-3: **REMOVAL OF FOOD SOURCES UPON REQUEST:**

A. If a bear-related issue is reported or observed in the vicinity of a property and authorities determine that an attractant or food is contributing to the presence of the bear, the owner or occupant of the property shall be immediately required to remove such attractant or food upon request.

B. Once the removal is required, the attractant or food must be eliminated and not made available to the bear for a period of no less than ten (10) days.

C. This period of removal is mandatory, regardless of the presence or absence of the bear, to minimize the risk of further habituation and potential conflict.

D. Failure to comply with this section may result in enforcement actions, including fines or other penalties as provided in Section 7-6G-4. (Ord. 15-25, 5-5-2025)

7-6G-4: **VIOLATION:**

A. A violation by any person of this article is punishable by issuance of a municipal infraction pursuant to § 1-4-2. Each instance of noncompliance with this article is a separate offense.

B. In addition to monetary penalties, the court may order alternative relief sought by the city and restitution for damage caused to wildlife or property as a result of the violation. (Ord. 15-25, 5-5-2025)

7-6G-5: **EXCEPTIONS:**

This chapter shall not apply to:

A. Any actions taken by wildlife management authorities, law enforcement officers, or other professionals authorized to handle bears in accordance with public safety laws and regulations.

B. Regularly scheduled City of Dubuque refuse collection, unless ordered otherwise by law enforcement. (Ord. 15-25, 5-5-2025)

TITLE 8

HUMAN RIGHTS

Subject	Chapter
Definitions; General Provisions	1
Human Rights Commission	2
Unfair And Discriminatory Practices	3
Disability Discrimination	3A
Enforcement Of Civil Rights	4
Fair Housing	5

CHAPTER 1

DEFINITIONS; GENERAL PROVISIONS

SECTION:

8-1-1: Definitions

8-1-1: DEFINITIONS:

When used in this title, the following terms shall have the meanings ascribed herein unless the context otherwise requires:

AUXILIARY AIDS AND SERVICES:	A. Qualified interpreters or other effective methods of making aurally delivered materials available to individuals with hearing impairments. B. Qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with visual impairments. C. Acquisition or modification of equipment or devices. D. Other similar services and actions.
COMMISSION:	The Dubuque human rights commission created by chapter 2 of this title.
COURT:	The Iowa district court in and for Dubuque County.
COVERED ENTITY:	An employer, employment agency, labor organization, or joint labor management committee.
DIRECT THREAT:	A significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
DISABILITY:	With respect to an individual: A. A physical or mental impairment that substantially limits one or more major life activities of such individual and the condition of a person with a

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positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test results, in the meaning of "disability" under the provisions of this title, does not preclude the application of the provisions of this title to conditions resulting from other contagious or infectious diseases.

As described, major life activities:

1. Include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

2. Also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

B. A record of such an impairment.

C. Being regarded as having such an impairment, as described:

1. An individual meets the requirement of being regarded as having such an impairment if the individual establishes that he or she has been subjected to an action prohibited under this title because of an actual or perceived physical or mental impairment whether or not

of its employees, and the number, type and location of its facilities.

D. The type of operation or operations of the covered entity, including the composition, structure, and functions of the work force of such entity and the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

REASONABLE ACCOMMODATION:

A. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities.

B. Job restructuring, part time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

SEXUAL ORIENTATION:

A person's actual, history of, or perceived heterosexuality, homosexuality, or bisexuality but not including participation in conduct that is prohibited by law.

STATE:

Each of the several states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands of the United States, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Mariana Islands.

UNDUE HARDSHIP:

An action requiring significant difficulty or expense. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:

A. The nature and cost of the accommodation needed under this title.

B. The overall financial resources of the facility or facilities involved in the provision of the reasonable

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accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility.

C. The overall financial resources of the covered entity, the overall size of the business of a covered entity with respect to the number of its employees, and the number, type, and location of its facilities.

D. The type of operation or operations of the covered entity including the composition, structure, and functions of the work force of such entity and the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

UNFAIR PRACTICE OR DISCRIMINATORY PRACTICE: Those practices specified as unfair or discriminatory in chapters 3 and 5 of this title. (Ord. 18-09, 4-6-2009; amd. Ord. 33-21, 10-4-2021; Ord. 30-25, 7-14-2025)

CHAPTER 2

HUMAN RIGHTS COMMISSION

SECTION:

8-2-1: Commission Created
8-2-2: Purpose
8-2-3: Internal Organization And Rules
8-2-4: Procedures For Operation
8-2-5: Membership
8-2-6: Oath
8-2-7: Terms
8-2-8: Vacancies
8-2-9: Officers; Organization
8-2-10: Meetings
8-2-11: Compensation
8-2-12: Removal
8-2-13: Powers, Duties, And Responsibilities
8-2-14: Records To Be Public; Exceptions
8-2-15: Confidentiality Of Complaints And Investigatory Materials
8-2-16: Subpoenas

8-2-1: COMMISSION CREATED:

There is hereby created the human rights commission. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021; Ord. 30-25, 7-14-2025)

8-2-2: PURPOSE:

The purpose of the commission is to establish a human rights commission in conformance with the Iowa Civil Rights Act, to declare the public policy of nondiscrimination in the city; to provide for educational programs to prevent and eliminate discrimination in the city; and to cooperate with the Iowa Civil Rights Commission in the fulfillment of contractual obligations and the enforcement process. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021; Ord. 61-24, 11-18-2024)

8-2-3: **INTERNAL ORGANIZATION AND RULES:**

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. The Commission has adopted Administrative Rules which shall govern the work of the body and the enforcement process. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

8-2-4: **PROCEDURES FOR OPERATION:**

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 45-15, 7-20-2015)

8-2-5: **MEMBERSHIP:**

The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-6: **OATH:**

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-7: **TERMS:**

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-15, 7-20-2015)

8-2-8: **VACANCIES:**

Vacancies must be filled in the same manner as original appointments. (Ord. 45-15, 7-20-2015)

8-2-9: **OFFICERS; ORGANIZATION:**

A. Chair and Vice Chair. The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year.

B. Vacancies in Chair and Vice Chair. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

C. Secretary. A city staff member shall serve as secretary. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

8-2-10: **MEETINGS:**

A. Regular Meetings: The commission will be scheduled to meet monthly and must meet at least once per quarter.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more 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.

3. Remote attendance is allowed; arrangements should be made with city staff in advance of the meeting.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024; Ord. 61-24, 11-18-2024)

8-2-11: **COMPENSATION:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-12: **REMOVAL:**

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 45-15, 7-20-2015)

8-2-13: **POWERS, DUTIES, AND RESPONSIBILITIES:**

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

A. To study the existence, character, causes, and extent of discrimination in public accommodations, credit transactions, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such discrimination through education, conciliation, and recommended changes to policy and practice.

B. To form subcommittees to address specifically identified goals or needs in the community related to the elimination of discrimination.

C. To attend events and training opportunities both within the community and beyond.

D. To actively promote human rights to various groups in the community including governmental bodies, clubs, schools, and media.

E. To assist the City Manager, upon request, in the recruitment and selection of staff.

F. To work with the staff appointed by the City Manager to:

1. Review and provide feedback to city staff on the annual report prepared for transmission to the Mayor and City Council describing the work performed by the staff and the commission;

2. Discuss, develop, and submit budget requests in furtherance of the objectives and goals of the Commission and Department;

3. Review at the regular meetings intake and complaint data.

4. As needed, prepare for public hearings by attending training on the procedures outlined in the Administrative Rules for conducting a hearing.

G. To make recommendations to the City Council concerning the promotion and advancement of respect and belonging in the community and addressing discrimination in order to improve quality of life and livability for all residents, including the adjustment or adoption of regulations consistent with and necessary for the civil rights enforcement provisions of this Title.

H. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance respect and belonging and eliminate discrimination and tensions.

I. To receive, administer, dispense, and account for any restricted funds that may be donated to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council.

J. On occasion, and pursuant to this Title, the adopted Administrative Rules, the City contract with the Iowa Civil Rights Commission, and the Iowa Code, hold hearings upon a complaint made against a covered person or entity alleging a violation of the protections afforded by this Title for which conciliation efforts have failed to resolve the complaint. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021; Ord. 61-24, 11-18-2024; Ord. 30-25, 7-14-2025)

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS:

All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges. (Ord. 45-15, 7-20-2015)

8-2-15: CONFIDENTIALITY OF COMPLAINTS AND INVESTIGATORY MATERIALS:

No member of the commission will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory

or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

8-2-16: **SUBPOENAS:**

The staff assigned to the commission may issue subpoenas and order discovery in aid of investigations under this title pursuant to the Administrative Rules. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas. (Ord. 45-15, 7-20-2015; amd. Ord. 61-24, 11-18-2024)

STATE:	The state of Iowa and any of its political subdivisions.
TO RENT:	To lease, sublease, let, and otherwise grant for consideration the right to occupy premises not owned by the occupant. (Ord. 18-09, 4-6-2009)

8-5-2: **PROHIBITIONS:**

It shall be unlawful:

A. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

B. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection therewith, because of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

C. To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination.

D. To represent to any person because of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or disabled persons of a particular race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

F. 1. To discriminate in the sale or rental, or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:

   a. That buyer or renter.

b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.

c. Any person associated with that buyer or renter.

2. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection with such dwelling, because of a disability of:

a. That person.

b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.

c. Any person associated with that person.

3. For purposes of this subsection, discrimination includes:

a. A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter, agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

b. A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

c. In connection with the design and construction of covered multi-family dwellings for first occupancy after March 13, 1991, a failure to design and construct those dwellings in such a manner that:

(1) The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons.

(2) All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs.

(3) All premises within such dwellings contain the following features of adaptive design:

(A) An accessible route into and through the dwelling.

(B) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.

(C) Reinforcements in bathroom walls to allow later installation of grab bars.

(D) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

4. Compliance with the appropriate requirements of the American national standard for buildings and facilities providing accessibility and usability for physically disabled persons (commonly cited as ANSI A117.1) suffices to satisfy the requirements of subsection F3c(3) of this section.

5. As used in this subsection, the term "covered multi-family dwellings" means:

a. Buildings consisting of four (4) or more units if such buildings have one or more elevators.

b. Ground floor units in other buildings consisting of four (4) or more units.

6. Nothing in this subsection requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. (Ord. 18-09, 4-6-2009; amd. Ord. 30-25, 7-14-2025)

8-5-3: **EXEMPTIONS:**

A. Exemptions Enumerated: Nothing in section 8-5-2 of this chapter, other than subsection 8-5-2C of this chapter, shall apply to:

1. Any single-family house sold or rented by an owner; provided, that:

a. The private individual owner does not own more than three (3) such single-family houses at any one time.

b. In the sale of any single-family house, the private individual owner does not reside in, nor is the most recent resident of such house prior to such

sale; the exemption granted by this subsection shall apply to only one such sale within a twenty four (24) month period.

c. The bona fide private individual owner does not own any interest in, nor is there owned or reserved on the owner's behalf, under express of voluntary agreement, title to, or any right to all or a portion of the proceeds from the sale or rental of more than three (3) such single-family houses at one time.

d. There is no utilization in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, salesperson, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesperson, or person.

e. There is no publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection 8-5-2C of this chapter. Nothing in this subsection prohibits the utilization of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title.

2. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

B. Selling Or Renting Dwellings: For the purposes of subsection A of this section, a person shall be deemed to be in the business of selling or renting dwellings if:

1. The person has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein.

2. The person has, within the preceding twelve (12) months, participated as agent, other than in the sale of the person's own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein.

3. The person is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

CHAPTER 5

PARKS AND RECREATION

ARTICLE B. USE REGULATIONS

SECTION:

10-5B-1: Definitions
10-5B-2: Intoxicating Beverages
10-5B-3: Horsedrawn Vehicles, Riding Of Animals Restricted
10-5B-4: Dogs And Cats
10-5B-5: Access Limited
10-5B-6: Throwing Stones Or Other Missiles
10-5B-7: Interfering With Animals, Fishing
10-5B-8: Unlawful Deposits
10-5B-9: Obstructions
10-5B-10: Posting Bills, Notices Or Signs
10-5B-11: Sales Restricted
10-5B-12: Possession Of Weapons And Fireworks
10-5B-13: Climbing On Fences, Roofs
10-5B-14: Moving Benches And Tables
10-5B-15: Use Of Spotlights, Searchlights
10-5B-16: Meetings And Gatherings
10-5B-17: Fires
10-5B-18: Loosening Stones From Bluffs Prohibited
10-5B-19: Washing Vehicles
10-5B-20: Compliance With Traffic And Vehicle Laws, Ordinances
10-5B-21: Unattended Vehicles
10-5B-22: Park Hours
10-5B-23: Watersports, Swimming, And Wading
10-5B-24: Prohibited Activities, Signage

10-5B-1: DEFINITIONS:

As used in this article, the following terms shall have the following meanings:

AT LARGE: Any dog, cat or livestock, fowl or ferret found off the premises of the owner or keeper.

CAT:	Both male and female animals in the family Felis catus whether neutered or not.
CITY MANAGER:	City Manager or City Manager's designee.
COMMISSION OR THE COMMISSION:	The Park and Recreation Advisory Commission.
DOG:	Both male and female animals of the canine species whether neutered or not, but not including a law enforcement dog.
KEEPER:	A person other than the owner keeping, sheltering, having control or custody of or harboring an animal.
MULTIPURPOSE USE TRAIL OR TRAILS:	A hardened trail of asphalt, concrete or other impervious surface, typically ten feet (10') to twelve feet (12') wide and physically separated from the motorized vehicular traffic by an open space or barrier and either within highway public right-of-way or private property within an independent alignment for use by pedestrians, skaters, joggers, bicyclists, and City maintenance vehicles.
OPEN SPACES:	Available to the public for passive recreational use in and adjacent to the City, which are under the responsibility of the commission.
OWNER:	A person owning a cat, dog, or other animal.
PARKS OR PARKWAYS:	Parks, parkways, buildings, park roads or driveways, and all public service facilities or grounds, buildings and structures in and adjacent to the City, which are under the responsibility of the commission.
PARKS AND RECREATION DIRECTOR:	Parks and Recreation Director or Parks and Recreation Director's designee. (Ord. 42-13, 8-5-2013; amd. Ord. 9-20, 3-2-2020; Ord. 5-25, 2-17-2025)

10-5B-2: **INTOXICATING BEVERAGES:**

A. Possession, Consumption, Or Use Of Alcoholic Liquor, Wine, Beer, Or Other Intoxicating Beverages Prohibited:

10-5B-8: **UNLAWFUL DEPOSITS:**

No person shall throw, deposit, place or leave in any park, parkway, trail, or open space, any paper, rubbish, waste or refuse of any kind or nature, but shall deposit the same in the receptacles provided for such materials in the parks, parkways, trails, or open spaces. (Ord. 11-14, 2-3-2014)

10-5B-9: **OBSTRUCTIONS:**

No person shall place or suffer to remain in any park, parkway, trail, or open space any goods, wares, merchandise or other articles in the nature of any obstruction to the free use and enjoyment of such park, parkway, trail, or open space without written permission from the Park and Recreation Advisory Commission of the City. (Ord. 11-14, 2-3-2014)

10-5B-10: **POSTING BILLS, NOTICES OR SIGNS:**

No person shall post, paste, fasten, paint or affix any placard, bill, notice or sign upon any structure, tree, stone, fence, thing, or enclosure along or within any park, parkway, trail, or open space. (Ord. 11-14, 2-3-2014)

10-5B-11: **SALES RESTRICTED:**

No person shall sell or offer for sale any article or service whatsoever in any park, parkway, trail, or open space. The provisions of this section shall not apply to sales of refreshments or any other articles from concession stands authorized by the commission. (Ord. 11-14, 2-3-2014)

10-5B-12: **POSSESSION OF WEAPONS AND FIREWORKS:**

A. Prohibition: The possession of air rifles, bows and arrows, pellet guns or slingshots, or fireworks of any description by any person within the limits of any park, parkway, trail, or open space is hereby prohibited unless authorized through the issuance of a City special events permit under chapter 4 of this title.

B. Deer Hunting With Bow And Arrow:

1. On City Property: Bow and arrow hunting will only be allowed on City property in accordance with the Deer Management Program adopted by the City Manager or City Manager's designee.

2. Exception: An exception to these rules may be granted if approved through a City of Dubuque special events permit. (Ord. 31-17, 7-5-2017)

10-5B-13: **CLIMBING ON FENCES, ROOFS:**

No person shall climb, damage, tamper with, stand or sit on any fence, rail or any other structure not intended for such use in any park, parkway, trail, or open space. The climbing of buildings and going onto roofs, either with ladders or from the inside of the buildings through the windows or any other way is forbidden. (Ord. 11-14, 2-3-2014; amd. Ord. 28-25, 7-7-2025)

10-5B-14: **MOVING BENCHES AND TABLES:**

No person shall move benches, seats and tables from any building or to any building in any park, parkway, trail, or open space without first securing permission of the City Manager. (Ord. 11-14, 2-3-2014)

10-5B-15: **USE OF SPOTLIGHTS, SEARCHLIGHTS:**

It shall be unlawful for any person, except regular park employees, to operate or manipulate in any park or upon any parkway, trail, or open space any spotlight or searchlight. (Ord. 11-14, 2-3-2014)

10-5B-16: **MEETINGS AND GATHERINGS:**

Parks, parkways, trails, open spaces, or portions thereof, are available for reservation for group gatherings during the open park season by contacting the Parks and Recreation Department Office. Such reservations can be made twenty three (23) months in advance. Parks, parkways, trails, open spaces, or portions thereof, shall be cleaned up after use by the party reserving the same. Litter, cans, paper, waste and refuse shall be deposited in receptacles provided therefor. (Ord. 23-17, 5-15-2017; amd. Ord. 5-25, 2-17-2025)

10-5B-17: **FIRES:**

No person shall start any fire in any park or upon any parkway, trail, or open space, except small fires for cooking, heat, or recreation may be made in the places in parks, parkways, trails, or open spaces in accordance with policies adopted by the City Manager. Every person who starts or uses any such fire is hereby charged with the duty of completely extinguishing such fire before leaving the park, parkway, trail, or open space. (Ord. 41-18, 10-15-2018)

10-5B-18: LOOSENING STONES FROM BLUFFS PROHIBITED:

No person shall loosen stones from bluffs or roll or throw the same down the face of the bluff. (Ord. 54-06, 7-5-2006)

10-5B-19: WASHING VEHICLES:

No person shall wash any motor vehicle, motorcycle or scooter in any City park, parkway, trail, or open space. (Ord. 11-14, 2-3-2014)

10-5B-20: COMPLIANCE WITH TRAFFIC AND VEHICLE LAWS, ORDINANCES:

A. Motorized Vehicles: No person in a park, parkway, trail, or open space shall fail to comply with all applicable provisions of the motor vehicle laws of the State in regard to equipment and operation of motor vehicles together with such regulations as are contained in this article and other ordinances of the City.

B. Non-Motorized Vehicles: Non-motorized vehicles, including, but not limited to skateboards, bicycles, scooters, and hoverboards, must comply with the provisions of section 9-7-321.275A of this Code. (Ord. 23-17, 5-15-2017)

10-5B-21: UNATTENDED VEHICLES:

A. Any motor vehicle left unattended in any of the parks after closing thereof shall be deemed abandoned and the City Manager or the park ranger shall cause the same to be towed from such park and the same shall not be redeemed by the owner or the person responsible therefor until the reasonable towing charges and storage fees are paid.

B. It shall be unlawful for a motor vehicle to stand or park in a park, parkway, trail, or open space for more than twenty four (24) hours without such vehicle being moved, unless authorized by the City Manager.

C. Parking may be limited to users of parks, parkways, trails, or open spaces and the City Manager reserves the right to remove motor vehicles which are not associated with users of the parks, parkways, trails, or open spaces. (Ord. 23-17, 5-15-2017)

10-5B-22: **PARK HOURS:**

A. For the purpose of this section except as noted below all city parks are open to the public from seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M daily, unless an alternate schedule or deviated schedule has been approved by the Parks and Recreation Director to meet operational needs, through the special events permit application process, or as conditioned by a City rental reservation. No person shall enter or remain in any park, parkway, trail, open space, or park and recreation facility other than during the hours designated in this section or authorized by the Parks and Recreation Director, an approved special event permit, City rental reservation, or Parks and Recreation Department sponsored program or activity

B. For the purposes of this section, the regular park season shall mean from the first Saturday in May through the fourth Sunday of October. The regular park season is when restrooms and other park amenities are de-winterized for the spring-fall season, become available for public use, and pavilions can be reserved. C. Eagle Point Park, Flora Park and Louis Murphy Park shall be open for use by the public from seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. Sunday through Thursday, and from seven o'clock (7:00) A.M. to eleven o'clock (11:00) P.M. Friday and Saturday during the regular park season.

C. Eagle Point Park, Flora Park and Louis Murphy Park shall be open for use by the public from seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. Sunday through Thursday, and from seven o'clock (7:00) A.M. to eleven o'clock (11:00) P.M. Friday and Saturday during the regular park season.

D. Marshall Park and the public use area of Franklin Delano Roosevelt Park shall be open to the general public from seven o'clock (7:00) A.M. to sunset daily during the regular park season.

E. Gerald "Red" McAleece Park and Recreation Complex shall be open for use by the public from seven o'clock (7:00) A.M. to twelve o'clock (12:00) midnight March through November.

F. Bunker Hill Golf Course shall be open for use by the public from seven o'clock (7:00) A.M. to eleven o'clock (11:00) P.M. daily, March through November, unless posted otherwise for operational needs.

G. Flora Park Swimming Pool and Nicholas J. Sutton Swimming Pool shall be open for use by the public as determined on an annual basis based on operational capacity. Hours and dates of operation shall be posted and publicized in advance of pool season. The City reserves the right to modify the hours and dates of operations as needed over the course of the summer.

H. Miller-Riverview Park shall be open for use by the public from seven o'clock (7:00) A.M. until ten o'clock (10:00) P.M. daily, and only registered campers shall be permitted in the area at all other hours.

I. The Pet Park shall be open from eight o'clock (8:00) A.M. until eight o'clock (8:00) P.M. daily.

J. The City Manager shall have the authority to close any or all parks, parkways, trails, open spaces, park and recreation facilities, park roadways and park parking lots before scheduled closing hours at times it is deemed necessary for operational needs or in the interest and safety of the public.

K. The following parks shall be open for use by the public twenty four (24) hours per day:

Alliant Energy Amphitheater
American Trust River's Edge Plaza
Bee Branch Creek Greenway
Granger Creek Nature Trail
Heritage Trail
Jaycee Trail
Northwest Arterial Trail
Port of Dubuque Riverwalk Trail
Powerline Trail
Southern Levy Trail

L. Camping is authorized in Miller-Riverview Park in accordance with City policies and procedures. Camping is prohibited in all other parks, parkways, trails, and open spaces unless approved, in writing by the City Manager or through a special events permit issued under chapter 4 of this title. (Ord. 23-18, 7-2-2018; amd. Ord. 32-20, 8-17-2020; Ord. 5-25, 2-17-2025; Ord. 28-25, 7-7-2025)

10-5B-23: WATERSPORTS, SWIMMING, AND WADING:

See section 10-7-13 of this title. (Ord. 23-17, 5-15-2017)

10-5B-24: PROHIBITED ACTIVITIES, SIGNAGE:

The City Manager is authorized to post signage in parks, parkways, trails, and open spaces, or any portions thereof, regulating activities within the designated area. A failure to comply with signage shall be a violation of this Code. (Ord. 23-17, 5-15-2017)

	Iowa, according to the respective recorded plats thereof. Lot 1 JQ Acres in Section 1, Table Mound Township, Dubuque County, Iowa; Lot 1 of the NW 1/4 of the SW1/4 and the SW 1/4 of the NW 1/4 of Section 6, Township 88 North, Range East of the 5th P.M., Dubuque County, Iowa according to the United States Government Survey and the recorded plats thereof. Such real estate shall be known, called and named as the "E.B. Lyons Prairie/Woodland Preserve" and accordingly such real estate is so permanently named.
Eagle Point Park and Ham House Museum:	Lot 1 through Lot 7 in Berendes Subdivision; Lot 2 in Chris Braun's Place; Lot 1 of Lot 1 of Lot 2 of Lot 2A in Clark's Subdivision; Lot 2 of Lot 1, Lot 2 of Lot 1 of Lot 1, and Lot 2 in Eagle Point View; Lot 2 of Lot 6, Lot 2 of Lot 1 of Lot 6, and Lot 107 through Lot 124 in Fountain Hill Resubdivisions; Lot 529 through Lot 534 in Ham's Addition; Lot 503 through Lot 515 in Ham's Addition (Eagle Point); Lot 2 of Lot 221, Lot 1 of Lot 222, Lot 223 and Lot 224 in Julien Addition; Lot 1 of Lot 6 in Katherine Place; Lot 2 of Lot 1 of Lot 1 of Lot 1 in Potter Place; Lot 1 through Lot 10 in Potter's Shiras Avenue Place; Lot 1 of Lot 2 of Lot 2 of Lot 3 and Lot 2 of Lot 3 in Shiras Subdivision; and parts of Mineral Lots 305A, 308, 309A, 310, 311 and 312, all in the city of Dubuque, Iowa.
Eagle Valley Park:	Lot C of Block 3 of Eagle Valley Subdivision.
Elmwood Green Park:	Lot 2-2-2 of Mineral Lot 349 in the city of Dubuque, Iowa.
English Ridge Park:	Lot A and Lot K English Ridge Subdivision.
Falk Park:	Lot 23 in Falks Subdivision in the city of Dubuque, Iowa.
Flat Iron Park:	A triangularly shaped area bounded on the easterly side by Main Street, on the southerly side by Jones Street and on the westerly side by Shields Street.
Flora Park:	Except for the appurtenant easements of right of way and a strip along Pennsylvania Street twenty feet (20') in width, the following real estate in the west end of the city:

	Sylvester Place: Lot 1 of 4 of Mineral Lot 260; Lot 2 of 1 of 2 of 4 of Mineral Lot 260; Lot 2 of 2 of 4 of Mineral Lot 260; Lot 2 of 2 of Mineral Lot 259; Lot 1 of 2 of Mineral Lot 259; Lot 1 of 1 of 1 of 1 of 1 of 2 of J.P. Metel's Subdivision.
Four Mounds:	Lot 1 of Lot 1 of Lot 2 of Lot 1 of Lot 1, and Lot 1 of Lot 1 of Lot 2 of Lot 1, both of the Subdivision of: "Lot 1 of Lot 7 of the southwest one-quarter of Section 1, the southwest one-quarter of the northwest one-quarter of Section 1 and Government Lot 1 (or Mineral Lot 331) of Section 1, Township 89 North, Range 2 East of the fifth principal meridian". Lot 2 of the northwest one-quarter of the northwest one-quarter of Section 1, Township 89 North, Range 2 East of the fifth principal meridian, all in the city of Dubuque, Iowa, and Lot 16 of "John Deere Dubuque Tractor Works" in Dubuque Township, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of Lot 2 of Section 2, both in Township 89 North, Range 2 East of the fifth principal meridian, according to the United States Government Survey and the recorded plats thereof, subject to easements of record.
Franklin Delano Roosevelt Park:	Lot 1 of the west half of the northeast one-quarter of Section 4, Township 88 North, Range 2 East of fifth principal meridian in Dubuque County, Iowa and Mineral Lots 272 and 273, Lot 1 of Mineral Lot 271, Lot 1 of Mineral Lot 274, and Lot 1 of Mineral Lot 276 in Dubuque Township, Dubuque County, Iowa.
Gay Park:	Lot 1 of Lot 1 of Lot 1 of Lot 1 of Lot 1 of Lot 1 in Young Primrose Place and Lots 3 and 4 in Grommersch Place, all in the city of Dubuque, Iowa.
Gerald "Red" McAleece Park And Recreation Complex:	Those portions of Mineral Lots 294, 295, Lots 1 and 2 of 296, 297, 298, 299 and 300 and Government Lot 1, located in Sections 17, 18, 19 and 20, Township 89 North, Range 3 East in the city of Dubuque, Dubuque County, Iowa,

	the subdivision of Lot 1 of 1 of 1 of Mineral Lot 390, Lot 2 of 1 of Mineral Lot 386 and Lot 2 of Mineral Lot 380 according to the recorded plats thereof, all in the city of Dubuque, Iowa.
Maus Park:	Lot 1-1-1 of Mineral Lot 38, Lot 2 of Section 31, Township 89 North, Range 2 East of Lands Part of Moore's Mill Slough Township 89 North, Range 2 East Part of Moore's Mill Slough in Section 31 and Section 36, Township 89 North, Range 2 East and Lot 1 Mount Carmel Subdivision.
Medical Associates Greenbelt:	Lot 11 of Medical Associates Subdivision in the city of Dubuque, Iowa.
Miller-Riverview Park:	That part of Chaplain Schmitt Memorial Island located northerly of the Dubuque greyhound racing facility and easterly of the wetlands area extending easterly an average of approximately four hundred (400) feet more or less to the Mississippi River.
Nicholas J. Sutton Swimming Pool:	Part of Lots 44, 45, 46, 47, 48, 331, 332 and 333 in Ham's Addition; that part of vacated Garfield Avenue lying adjacent to Lots 45, 46, 331 and 332 in Ham's Addition; that part of vacated Summer Street lying adjacent to Lots 44, 45, 46, 47, 48, 331, 332 and 333 in Ham's Addition; and that part of the vacated alley lying adjacent to Lots 46 and 47 in Ham's Addition, all in the city of Dubuque, Iowa.
Northwest Arterial Trail:	A linear trail in the IDOT right of way paralleling the Northwest Arterial.
Oakwood Park:	Lot 2 Oakwood Park Subdivision and Lot 1 of Lot 1 of Lot 1 of Heim Subdivision, both in the city of Dubuque, Iowa.
Park Tree Farm:	Lots 503 and 515 in Ham's Addition of the city of Dubuque, Iowa.
Pet Park:	Area on North Grandview Avenue, east of the Bunker Hill golf course and south of the water department pumping station.

Pinard Park:	Lots 138, 139 and 140 in Glendale Addition No. 2 in the city of Dubuque, Iowa.
Port Of Dubuque Marina:	That part of the Port of Dubuque that serves as the Marina bordered by the Ice Harbor.
Port Of Dubuque Riverwalk Trail:	A linear trail area paralleling the Mississippi River and Ice Harbor in the Port of Dubuque.
Powerline Trail:	A linear trail running from Grandview Avenue near Murphy park to Julien Dubuque Drive.
Pyatigorsk Park:	Area located at the northeast corner of Sixteenth Street and Kerper Boulevard, west of the Jaycees trail and south of the Highway 151 Bridge.
Riley Park:	Lot E of Crescent Heights Subdivision.
Rustic Point Park:	Lot K Rustic Point Estates #2.
Rocco Buda Jr. Park:	Lot 1 of 1 of 1 of 810 A. McDaniels Subdivision.
Southern Levy Trail:	A linear trail running on the Southern Levy along the Mississippi River south of Highway 20.
Southern Park:	Beginning at the NW Corner of Lot 1 of said John Breakey's Addition; thence S46°22$^{3}/_{4}$'W, 315.98 ft., along the Northwesterly line of said John Breakey's Addition; thence S81°01$^{1}/_{4}$'W, 12.72 ft.; thence S38°47$^{3}/_{4}$'E, 64.04 ft.; thence S51°12$^{1}/_{4}$'W, 46.36 ft.; thence N38°47$^{3}/_{4}$'W, 78.87 ft.; thence S68°57$^{3}/_{4}$'W, 111.56 ft.; thence S35°45'W, 84.25 ft.; thence S42°39'E, 218.28 ft.
Teddy Bear Park:	Lot 1 of Block 19, Sunnyslopes Estates in the city of Dubuque, Iowa.
Trolley Line Trail:	A linear trail running from Mathia S Ham House to welcome area at entry of Eagle Point Park and a part of Eagle Point park.
Usha Park:	Lot 1 of Lot 2 of Lot 1 of Byrne's Subdivision in the city of Dubuque, Iowa.

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Valentine Park:	Lot 1 of the Subdivision of Lot 1 of Lot 1 of Lot 1 of McLean Heights and Lot 4 in Block 2 of Marna Ridge Estates 2 in the city of Dubuque, Iowa and Lot 1 of Roepsch Place No. 2.
Valley High Park:	Lot 2 of Lot 1 of Lot 1 of Lot 1 in Mineral Lot 337 and Lot 5 in Wiegand's Subdivision, all in the city of Dubuque, Iowa.
Veterans Memorial Park:	Lot 2 of Mineral Lot 382, Lots 1 and 2 of Lot 1 of Mineral Lot 383, Mineral Lot 384 and part of Lot 1 of Lot 1 of Lot 2 of Mineral Lot 385 lying south of Thirty Second Street, all in the city of Dubuque, Iowa.
Waller-Cooper Park:	Lots 26, 27 and 28 in Cooper Heights Addition in the city of Dubuque, Iowa.
Washington Park:	An area bounded on the northerly side by West Seventh Street, on the westerly side by Bluff Street, on the southerly side by West Sixth Street, and on the easterly side by Locust Street.
Welu Park:	Lot 22 of Sunset Park Eighth Addition to the city of Dubuque, Iowa.
Westbrook Park:	Approximately three (3) acres within Lot A, Block 1 of Westbrook Subdivision. (Ord. 42-13, 8-5-2013; amd. Ord. 23-17, 5-15-2017; Ord. 28-25, 7-7-2025)

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CHAPTER 1

WATER USE AND SERVICE

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13-1C-1: RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND ALL OTHER USES:

A. Rates Established: The rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the city shall be based on units of one hundred (100) cubic feet (seven hundred and forty-eight (748) gallons) or per gallon as follows:

Monthly Consumption (In Hundreds Of Cubic Feet)	Charge Per Hundred Cubic Feet
First 30	$5.30
Next 120	$4.31
Next 350	$4.01
Next 500	$3.53
Over 1,000	$3.13

Monthly Consumption (In Gallons)	Charge Per Gallon
First 22,440	$0.00703
Next 89,760	$0.00577
Next 261,800	$0.00537

Monthly Consumption (In Gallons)	Charge Per Gallon
Next 374,000	$0.00474
Over 748,000	$0.00415

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

Meter Size (Inches)	Monthly Consumption (In Hundreds Of Cubic Feet)	Monthly Consumption (In Gallons)	Minimum Charge
5/8	2	1,496	$10.52
3/4	5	3,740	$26.31
1	8	5,984	$42.08
1 1/2	26	19,448	$127.69
2	46	34,408	$226.79
3	106	79,288	$485.62
4	168	125,664	$747.71
6	368	275,264	$1,550.70
8	625	467,500	$2,523.97

A property owner shall pay a fifty dollars ($50.00) disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the fifty dollars ($50.00) disconnect fee.

A fifty dollars ($50.00) service call fee shall be changed to property owners or tenant account for those service calls that are determined to be related to customer negligence.

A nine dollars sixty-one cents ($9.61) minimum monthly charge shall be assessed for meters not in service.

B. Rates Outside City Limits: The rates to be charged for water supplied by the City to residential, commercial, industrial and other uses and purposes by any person outside the corporation limits of the City, shall be at one hundred fifty percent (150%) of the rates set forth in subsection A of this section.

C. Estimated Billings: For all meters in service, bills will be issued monthly. When a meter is not read monthly for any reason, bills will be issued on estimated consumption. For estimated billings, either on alternate months or when readings are not obtainable for any reason, consumption will be predicated on the monthly average of past usage for the meter. For estimated bills issued for an account in which historical data is not available, billing will be predicated on the minimum charge and related consumption identified for the size of the meter in service for the particular account.

D. Adjustments From Estimated Readings: Adjustments from estimated readings will be made when an actual meter reading is obtained. The adjustment will be reflected on the user's next regular bill.

E. Residential Rate Exception: The city manager shall establish a policy for evaluating cases of extreme financial hardship and the city's ability to make adjustments in the monthly residential rate as determined by the terms and conditions of the policy and the funds allocated, and available, through the budget process. (2007 Code § 44-201; amd. Ord. 15-19, 3-7-2019, eff. 7-1-2019; Ord. 14-20, 4-23-2020; Ord. 23-20, 6-1-2020; Ord. 6-21, 3-24-2021, eff. 7-1-2021; Ord. 10-22, eff. 7-1-2022; Ord. 11-23, 3-23-2023, eff. 7-1-2023; Ord. 10-24, 4-15-2024, eff. 7-1-2024; Ord. 10-25, 4-28-2025; Ord. 25-25, 6-16-2025)

13-1C-2: **FIRE SPRINKLER SERVICE:**

Customers who have fire sprinkler service shall be billed for this service on a monthly basis. The monthly charge shall be as follows:

Current Number Of Heads	Monthly Charges
Up to 200 (minimum)	$32.24
200 - 299	$38.70
300 - 399	$45.06
400 - 599	$51.58
600 - 799	$57.96
800 - 999	$64.45
1,000 - 1,199	$70.92
1,200 - 1,399	$77.30
1,400 - 1,599	$83.75
1,600 - 1,799	$90.21

Current Number Of Heads	Monthly Charges
1,800 - 1,999	$96.60
2,000 - 2,199	$103.08
2,200 - 2,399	$109.51
2,400 - 2,599	$115.98
2,600 - 2,799	$122.41
2,800 - 2,900	$129.02
3,000 - 3,499	$135.28
Over 3,500 (for each additional 500 heads or fraction thereof)	$6.43

(Ord. 16-19, 3-7-2019, eff. 7-1-2019; amd. Ord. 15-20, 4-23-2020; Ord. 7-21, 3-24-2021, eff. 7-1-2021; Ord. 11-22, eff. 7-1-2022; Ord. 12-23, 3-23-2023, eff. 7-1-2023; Ord. 11-24, 4-15-2024, eff. 7-1-2024; Ord. 11-25, 4-28-2025, eff. 7-1-2025; Ord. 24-25, 6-16-2025)

13-1C-3: **CONSTRUCTION USE:**

A. Application For Temporary Water Service; Deposit: When a temporary water service is desired for construction work, application shall be made to the City Manager. A deposit equal to the actual cost of the meter and fittings shall be paid in advance. The applicant shall guarantee payment of such water service charges and return said meter in good condition.

B. Installation Of Meter: The applicant shall thereupon install a suitable meter, furnished by the City, and shall pay for all water furnished in accordance with the then prevailing water rates including minimum monthly charges.

C. Payment Of Charge When Installation Of Meter Impractical: If it is the opinion of the City Manager that placement of a meter is impractical, then the deposit for meter and fittings shall not be required, but a charge, as determined by the City Manager, after official publication, shall be made, but under no circumstances shall water be used for sprinkling lawns, wetting down yards or compacting of soil unless a meter has been installed on the service, or arrangements have been made for such usage.

D. Water Rate For Various Other Purposes: The rate for water charged for other purposes not mentioned herein, such as for circuses, carnivals, fairs, skating rinks, swimming pools, tank wagons and filling cisterns will be made by the City Manager when application is made for the same at the Water Office. (2007 Code § 44-203)

	tional vehicles of the general public as temporary living quarters for recreation or vacation purposes by campers, vacationers, or travelers.
REDEVELOPMENT:	The act of rehabilitation or demolition of existing buildings and/or land area irrespective of whether a change occurs in land use.
REGISTERED CHILD DEVELOPMENT HOME:	A facility providing childcare or preschool services for children that requires State of Iowa registration. Registered child development home does not include a licensed childcare center.
RESIDENCE:	A building used, designed, or intended to be used as a home or dwelling place for one or more families.
RESOURCE RECOVERY/ RECYCLING CENTER:	Indoor facilities for obtaining useful materials or energy from solid waste or recycled materials. Materials can be reused for their original purpose, packaged and shipped elsewhere, reprocessed for a different purpose or converted into energy, not to include a biofuels plant or a salvage yard.
RESTAURANT, CARRYOUT:	Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, and which may involve seating on the premises of a limited nature as an accessory use to the restaurant, as defined in this section and not serving beer, wine or alcoholic beverages.
RESTAURANT, DRIVE-IN:	Any business establishment or portion thereof equipped with a drive-through service where food is prepared for sale for consumption on or off the premises and/or served in disposable containers or wrappers and not serving beer, wine or alcoholic beverages.
RESTAURANT, INDOOR:	Any business establishment or portion thereof where food is prepared for sale for consumption on the premises, including all sit down restaurants, where food and beverage are served in nondisposable containers and which may involve carryout service and the serving of beer, wine and alcoholic beverages on the premises of a limited nature as an accessory use to the restaurant, as defined in this section.

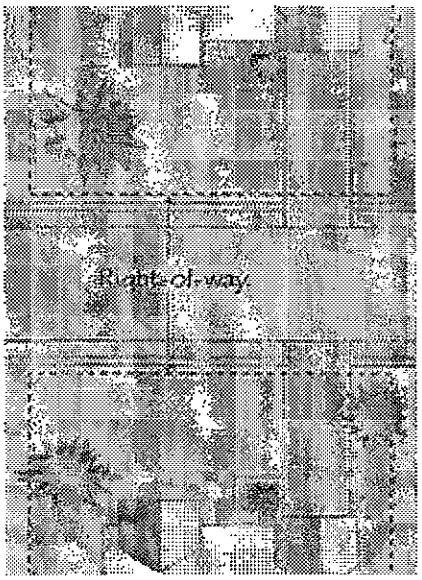
RETAIL COMMERCIAL: A stand alone building with a large parking lot or a part of a larger commercial center, with a gross floor area of sixty thousand (60,000) square feet or more, including, but not limited to, department store, supermarket, wholesale club operation, discount store, general merchandise retailer, specialized product store (i.e., electronics, building materials or pet supplies), outlet store, general merchandise wholesaler open to the public, warehouse club, and similar uses.

RETAIL SALES OR SERVICE: Establishments less than sixty thousand (60,000) square feet engaged in selling or renting goods or merchandise to the general public for personal or household consumption and/or services in conjunction or separate to the sale of such goods. Retail sales/service establishments shall not include eating and drinking places, uses defined as adult entertainment, vehicle sales or service, or wholesale, processing or manufacturing operations with an accessory retail outlet on the premises.

RETENTION BASIN: A facility for the temporary storage of stormwater with a permanent water surface.

REZONING: An amendment to or change in the official zoning map.

RIGHT OF WAY (ROW): An area or strip of land, either public or private, on which an irrevocable rite of passage has been dedicated, recorded, or otherwise legally established for the use of vehicles, utilities and/or pedestrians.



YARD, REQUIRED:	See definition of setback.
YARD, SIDE:	The area between a principal building and an interior property, and extending between the front yard and rear yard. In the case of double frontage lots, side yards shall extend between the front yards. In the case of corner lots, yards remaining after front yards have been established shall be considered side yards.
YARD, SPECIAL:	A required yard other than the required front yard so oriented that neither the terms "side yard" nor "rear yard" clearly apply. In such cases the City Planner shall determine, based on topography, location, orientation and pattern of adjacent structures and development which yard requirement is more appropriate.
ZONING DISTRICT:	A section of the City in which zoning regulations and standards are uniform.
ZONING MAP, OFFICIAL:	Map delineating the boundaries of zoning districts which, along with the zoning text, is officially adopted by the Dubuque City Council and on file in the Office of the Planning Services Department. (Ord. 52-09, 10-19-2009; amd. Ord. 48-10, 8-16-2010; Ord. 63-10, 12-20-2010; Ord. 48-14, 7-21-2014; Ord. 10-18, 3-19-2018; Ord. 19-20, 5-18-2020; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023; Ord. 44-24, 7-15-2024; Ord. 22-25, 6-16-2025)

16-5-10-2: **CONDITIONAL USES:**

The following conditional uses may be permitted in the C-1 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Gas station (not including service station).

Indoor restaurant.

Licensed adult day services.

Medical office.

Restaurant, carryout.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 20-22, 5-20-2022; Ord. 22-25, 6-16-2025)

16-5-10-3: **ACCESSORY USES:**

The following uses may be permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-10-4: **TEMPORARY USES:**

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-10-5: **PARKING:**

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-10-6: **SIGNS:**

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-10-7: **BULK REGULATIONS:**

C-1 Neighborhood Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side[2]	Minimum Rear[3]	
				Minimum	Maximum			
All uses	-	-	-	10 ft.[1]	-	-	-	30 ft.

Notes:

1. Minimum 20 feet for garages facing a street.
2. When abutting a residential or office residential district, a 6 foot side setback is required.
3. When abutting a residential or office residential district, a 20 foot rear setback is required.

(Ord. 52-09, 10-19-2009)

Residential use above the first floor only.

Restaurant, carryout.

Retail sales and service.

School of private instruction. (Ord. 52-09, 10-19-2009; amd. Ord. 54-10, 9-20-2010; Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023; Ord. 22-25, 6-16-2025)

16-5-11-2: **CONDITIONAL USES:**

The following conditional uses may be permitted in the C-2 district, subject to the provisions of section 16-8-5 of this title:

Animal hospital or clinic.

Car wash, self-service.

Licensed adult day services.

Passenger transfer facility.

Pet daycare or grooming.

Restaurant, drive-in.

Tattoo parlor.

Wind energy conversion systems. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 22-25, 6-16-2025)

16-5-11-3: **ACCESSORY USES:**

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Off-premise parking lot.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 44-24, 7-15-2024)

16-5-11-4: **TEMPORARY USES:**

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-11-5: **PARKING:**

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-11-6: **SIGNS:**

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

Furniture or home furnishing sales.

Furniture upholstery or repair.

Gas station.

General office.

Grocery store.

Hotel.

Housing for the elderly or persons with disabilities.

Indoor amusement center.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Maternity group home.

Medical office.

Mini-warehouse below the first floor only.

Mortuary or funeral home.

Neighborhood shopping center.

Parking structure.

Pet daycare or grooming.

Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

Public or private park or similar natural recreation area.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Restaurant, carryout.

Retail sales or service.

School of private instruction.

Service station.

Shoe repair.

Supermarket.

Tailor or alteration shop.

Tattoo parlor.

Tour home.

Upholstery shop.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 41-16, 8-15-2016; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023; Ord. 1-24, 1-16-2024; Ord. 22-25, 6-16-2025)

16-5-14-2: **CONDITIONAL USES:**

The following conditional uses may be permitted in the C-4 district, subject to the provisions of section 16-8-5 of this title:

Car wash.

Drive-up automated bank teller.

Licensed adult day services.

Off street parking.

Passenger transfer facility.

Restaurant, drive-in.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 44-23, 9-18-2023; Ord. 22-25, 6-16-2025)

16-5-14-3: **ACCESSORY USES:**

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Crematorium accessory to a mortuary or funeral home.

Drive-up automated bank teller.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-14-4: **TEMPORARY USES:**

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-14-5: **PARKING:**

Off street parking is not required. New surface off street parking lots are prohibited unless approved by the city council. Underground and aboveground parking

garages are allowed provided they are an integral part of a new or existing building. (Ord. 52-09, 10-19-2009)

16-5-14-6: **SIGNS:**

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-14-7

16-5-14-7: **BULK REGULATIONS:**

C-4 Downtown Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks			Maximum Height
				Minimum Front	Minimum Side[1]	Minimum Rear[2]	
Permitted uses:							
Residential above first floor	-	-	-	-	-	-	75 ft.
Vehicle sales	20,000 sq. ft.	-	-	-	-	-	75 ft.
All other permitted uses	-	-	-	-	-	-	75 ft.
Conditional uses:							
Licensed adult day services, licensed childcare center	3,500 sq. ft.	50 ft.	50%	-	-	-	75 ft.
All other conditional uses	-	-	-	10 ft.	-	-	75 ft.

Notes:

1. When abutting a residential or office residential district, a 6 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.

Marine vehicle sales or rental.

Marine vehicle service or repair.

Maternity group home.

Off street parking lot.

Outdoor recreation.

Parking structure.

Parks, public or private, and similar natural recreation areas.

Passenger transfer facility.

Place of religious exercise or assembly.

Pleasure craft harbor.

Private club.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Restaurant, carryout.

Retail sales and service.

Tour home. (Ord. 52-09, 10-19-2009; amd. Ord. 49-10, 8-16-2010; Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2023; Ord. 22-25, 6-16-2025)

16-5-17-2: **CONDITIONAL USES:**

The following conditional uses may be permitted in the CR district, subject to the provisions of section 16-8-5 of this title:

Bar or tavern.

Drive-up automated bank teller.

Gas station.

Licensed adult day services.

Restaurant, drive-in.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 22-25, 6-16-2025)

16-5-17-3: **ACCESSORY USES:**

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-17-4: **TEMPORARY USES:**

The following uses shall be permitted as temporary uses in the CR district in conformance with the provisions of section 16-3-19 of this title:

Any use listed as a permitted use within the district. (Ord. 52-09, 10-19-2009)

16-5-17-5: **PARKING:**

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-17-6: **SIGNS:**

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-15-11-10

16-15-11-10: **C-5 CENTRAL BUSINESS DISTRICT:**

On Premises Signs	Permitted Sign Structures	Maximum				Permitted Lighting Type	Permitted Mechanical Motion
		Area (Square Feet)	Number	Projection Over Right Of Way	Height		
C-5 central business:							
Identification signs:							
Business, retail or office	Freestanding	100 per sign	1, limited to street frontages along Locust and Iowa Streets, along 7th Street between Locust Street and the alley, and along 9th Street between Main and Iowa Streets	0	25 feet	No flashing	None
	Ground monument, having a cast iron base and sign body constructed of stone, cast stone, or terra cotta. Wood, vinyl, aluminum sheeting in excess of 5 square feet, synthetic wood, and EIFS are prohibited	18 per sign	1 per business along Main Street frontage between 4th and 10th Streets		10 feet, 5.5 feet wide		
	Projecting	25 per sign	1 per business per street frontage	60 inches	Below eaves or parapet		

16-15-11-10

On Premises Signs	Permitted Sign Structures	Maximum				Permitted Lighting Type	Permitted Mechanical Motion
		Area (Square Feet)	Number	Projection Over Right Of Way	Height		
	Wall	10% of the area of the building wall or 100 square feet per business, whichever is greater	Unlimited per street frontage, so long as the aggregate square footage does not exceed the allowed area	18 inches			
Freestanding canopy	Wall	20 per sign	2 per canopy	0	On canopy fascia	Internal, no flashing	None
All applications	Wall nameplate	6 per sign	1 per business per street frontage	0	Below eaves or parapet	No flashing	
Directional signs:							
All applications	Freestanding	6 per sign	Not specified	0	10 feet	Internal, no flashing	None
	Wall				Below eaves or parapet	No flashing	

(Ord. 24-13, 5-20-2013; amd. Ord. 34-25, 7-21-2025)

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	Updated Boards and Commissions Application
SUMMARY:	City Clerk providing an updated version of the application for boards and commissions and the discontinuation of optional demographic data collection.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Staff Memo
2. 2025 Application_Redline

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

DATE: September 9, 2025

SUBJECT: Updated Boards and Commissions Application

The City Clerk's Office is providing an updated version of the application for boards and commissions in response to recent changes in state law. The State of Iowa recently enacted House File 856, which amends Iowa Code Chapter 19 and establishes new legal parameters regarding the language, practices, and programming related to diversity, equity, and inclusion (DEI) within local government operations. In alignment with this legislation, the boards and commissions application has been revised to remove the question regarding applicants' experiences working in diverse environments. A redlined version of the application, highlighting the removal of the question, is enclosed for your reference. This question will not be replaced, as the existing open-ended questions sufficiently capture applicants' interests and qualifications for serving. A review of applications used by other Iowa cities, including Des Moines, West Des Moines, Cedar Rapids, Ankeny, and Iowa City, shows consistent focus on applicants' interest in serving and relevant experience, which is appropriate given the volunteer nature of these roles.

Additionally, the City will no longer collect optional demographic information as part of the application process. While this information was previously intended to help assess representation and inform recruitment strategies, it was not widely utilized and may now be considered inconsistent with the requirements of House File 856.

This information is being provided for City Council to receive and file.

cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Trish Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA
BOARD/COMMISSION APPLICATION

This application is a public document and as such can be reproduced and distributed for the public.

Specific attention should be directed to possible conflicts of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

Note: Additional requirements may apply to certain boards and commissions. Please refer to the specific board/commission details for more information.

- Residency within the corporate city limits
- Minimum age of 18
- Cannot be employed by the City of Dubuque

BOARD/COMMISSION APPLYING FOR: _____

NAME: _____

PRONUNCIATION: _____

**Example Name: Petrona Dominguez
**Pronunciation: [Peh-Tro-Nuh Dough-MIN-Gezz]

STREET ADDRESS: _____ ZIP:_____

You must live within the corporate city limits of Dubuque to be eligible for a city board or commission

PREFERRED PHONE NUMBER: (_____) _____ - _____

E-MAIL ADDRESS(ES): _____

_____

1. HOW DID YOU HEAR ABOUT CITY OF DUBUQUE BOARDS AND COMMISSIONS?
   □ City of Dubuque Website, □ City Life or another City of Dubuque Program,
   □ City of Dubuque social media, □ Through a friend,
   □ Other: Please specify: _____

2. HAVE YOU PARTICIPATED IN THE CITY OF DUBUQUE CITY LIFE PROGRAM: □ YES □ NO
   If so, when? _____

3. ARE YOU CURRENTLY SERVING ON A CITY BOARD OR COMMISSION: □ YES □ NO
   If yes, which? _____

4. HAVE YOU SERVED ON A CITY BOARD OR COMMISSION BEFORE: □ YES □ NO
   If yes, which? _____

For this section, please feel free to attach additional pages if necessary.

WHY ARE YOU INTERESTED IN APPLYING FOR THIS BOARD OR COMMISSION?

DESCRIBE YOUR EXPERIENCES (PROFESSIONAL, PERSONAL, OR VOLUNTEER), SKILLS, AND/OR EDUCATION THAT HAVE PREPARED YOU FOR SERVICE ON THIS BOARD/COMMISSION:

~~SHARE YOUR EXPERIENCE WORKING IN DIVERSE ENVIRONMENTS:~~

LIST TWO PROFESIONAL REFERENCES: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)

NAME: _____

PHONE NUMBER: _____

RELATIONSHIP:_____

NAME: _____

PHONE NUMBER: _____

RELATIONSHIP:_____

ACKNOWLEDGEMENT

I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the board or commission to which I am applying.

SIGNATURE: _____

DATE: _____

INTRODUCING YOURSELF TO THE CITY COUNCIL:

Once there is a vacancy for the board or commission you are applying for, your application will be reviewed by the City Council at a regular City Council meeting and appointed at a subsequent meeting.

1. You are encouraged to attend the Application Review meeting to briefly introduce yourself to the City Council and be available for any questions regarding your application. The City Clerk's Office will inform you of the meeting date via email.
2. If you are not able to attend the meeting to introduce yourself, please consider sending the City Council an email to introduce yourself and state your reasons for applying. You can contact the City Council directly at www.cityofdubuque.org/councilcontacts Fill in the required sections and select "City Council" as the department. Your message will be received by each of the council members.
3. If attending in person, during the Boards and Commissions section on the agenda, the Mayor will ask if there is anyone present to speak to the application.
4. Step to the podium, state your name and address and then tell the City Council a little bit about yourself and why you would like to serve on the board or commission.
5. Please keep your comments to less than 5 minutes. City Council meetings begin at 6:30 p.m. in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

At a subsequent City Council meeting, the City Council will appoint applicants to the vacant term(s). The City Clerk's Office will notify you if you are appointed via email.

Please contact the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001.
563-589-4120; ctyclerk@cityofdubuque.org if you have questions.

Thank you for your interest in the City of Dubuque Boards and Commissions.

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Final Plat Oakland Ridge Estates Plat 2
SUMMARY:	City Manager recommending City Council adopt a resolution for the Final Plat of Oakland Ridge Estates Plat 2 subject to allowing 22-foot paving width for Lauren Ridge, Alea Lane, and Kylin Lane, and subject to waiving Section 11-20 Water Supply, 11-21 Sanitary Sewer, 11-23 Obligation to Install Improvements, and 11-24 Improvement Guarantees. **RESOLUTION** Approving The Final Plat Of Oakland Ridge Estates Plat 2, Dubuque County, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Application
4. Vicinity Map
5. Final Plat _ Oakland Ridge Estates Plat 2
6. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Final Plat of Oakland Ridge Estates Plat 2

DATE: September 10, 2025

Planning Services Director Wally Wernimont is recommending City Council adopt a resolution for the Final Plat of Oakland Ridge Estates Plat 2 subject to allowing 22-foot paving width for Lauren Ridge, Alea Lane, and Kylin Lane, and subject to waiving Section 11-20 Water Supply, 11-21 Sanitary Sewer, 11-23 Obligation to Install Improvements, and 11-24 Improvement Guarantees. The submitted Final Plat is in all other respect in compliance with the Unified Development Code.

The submitted Final Plat of Oakland Ridge Estates Plat 2 is an approximately 60.5-acre subdivision located on Oakland Farms Road in Dubuque County (PIN 1510479001 and PIN 1515226012). The property is located withing the two miles of the City of Dubuque corporate limits and as such is subject to city review. The property is bordered by a residential subdivision to the west (phase one of Oakland Ridge Estates), residential development to the south, and agricultural land to the east. The City Council reviewed and approved a preliminary plat for this subdivision on August 21, 2017.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director
Gus Psihoyos, City Engineer
Christopher Lester, Water Department Director
Stephen Fehsal, Interim Parks & Recreation Director

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

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Manager

DATE: September 9, 2025

RE: **Final Plat of Oakland Ridge Estates Plat 2**

INTRODUCTION
This memorandum transmits the Final Plat of Oakland Ridge Estates Plat 2, a resolution, and related materials for City Council review and approval.

BACKGROUND
The submitted Final Plat of Oakland Ridge Estates Plat 2 is an approximately 60.5-acre subdivision located on Oakland Farms Road in Dubuque County (PIN 1510479001 and PIN 1515226012). The property is located withing the two miles of the City of Dubuque corporate limits and as such is subject to city review. The property is bordered by a residential subdivision to the west (phase one of Oakland Ridge Estates), residential development to the south, and agricultural land to the east. The City Council reviewed and approved a preliminary plat for this subdivision on August 21, 2017.

DISCUSSION
As submitted the Final Plat of Oakland Ridge Estates Plat 2 subdivides 60.5-acres of land to create 24 new single-family residential lots and Lot A, which is for a future phase of the subdivision. The plat includes the construction of two new private streets, Lauren Ridge and Kylin Lane, and the extension of Alea Lane. The private streets will be built to a County standard 22-foot paving width. The 22-foot paving width reduces the amount of impermeable surface and provides adequate travel lane width to serve the new residential lots.

This phase of the subdivision will be accessed from Oakland Farm Road via a portion of Lauren Ridge that was previously platted. This access complies with SUDAS standards for sight visibility which has been confirmed by the City Engineering Department. The proposed phase two of the subdivision will be connected to the first phase by way of Alea Lane and as such there will be two points of access into the subdivision (Lauren Ridge and Libby Lane), which meets the City's fire access requirements.

The subdivision complies with the Unified Development Codes 40 points of sustainability through a mixture of development tools which are outlined below:

Continued on the following page.

1.	Solar Lots	10 points
2.	Recreational trail	15 points
3.	22-foot-wide paving for streets	5 points
4.	County stormwater management:	10 points
	TOTAL	40 points

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

The City Council has previously approved a pre-annexation agreement for the subject property at their August 7, 2017 meeting.

RECOMMENDATION

Staff recommend approval of the resolution for the Final Plat of Oakland Ridge Estates Plat 2 subject to allowing 22-foot paving width for Lauren Ridge, Alea Lane, and Kylin Lane, and subject to waiving Section 11-20 Water Supply, 11-21 Sanitary Sewer, 11-23 Obligation to Install Improvements, and 11-24 Improvement Guarantees. The submitted Final Plat is in all other respect in compliance with the Unified Development Code.

Thank you.

Enclosure

cc. Gus Psihoyos, City Engineer
Christopher Lester, Water Department Manager
Stephen Fehsal, Interim Parks & Recreation Director

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

APPLICATION FORM

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

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

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

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

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

A. Property Information

Site Location/Address: SOUTH OF 11018 OAKLAND FARMS ROAD

Legal Description/Parcel ID#/Subdivision: 1510479001 + 1515226012

Existing Zoning: R-2 COUNTY Proposed Zoning: ——— Site Area (square feet/acres): 60.5 ACRES

Historic District: ☐ Landmark: ☐ Yes ☑ No

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

24 LOT RESIDENTIAL SUBDIVISION IN DUBUQUE COUNTY, IOWA. (2 MILE JURISDICTION)

C. Applicant/Agent Information

Name: DAVID SCHNEIDER Phone: 563 744 3631

Address: P.O. BOX 128 City: FARLEY

State: IA Zip: 52046 Email: daves@yousq.net

D. Property Owner(s) Information

Name(s): OAKLAND FARMS REAL ESTATE COMPANY Phone: 563 582-1936

Address: C/O MARK GODENKAUF 15712 KEY CITY LANE City: PEOSTA

State: IA Zip: 52068 Email: mgbuildit@gmail.com

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

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

Applicant/Agent: [signature] Date: 8/6/2025

Property Owner(s): _____ Date: _____

FOR OFFICE USE ONLY

Fee $_____ Ck#_____ ☐CC ☐Cash Received by_____ Date_____

PLANNING SERVICES DEPARTMENT

City Hall, 50 W. 13th Street, Dubuque, Iowa 52001 (563) 589-4210

THE CITY OF DUBUQUE
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FEE SCHEDULE

Effective July 1, 2025

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

DEVELOPMENT SERVICES APPLICATIONS

Billboard Inspection Fee per sign/year	$ 62
Electronic Message Sign Inspection Fee per sign/year	$ 62
Extension of Subdivision Bonding	$ 42
Flood Plain Permit	$ 190
Flood Way Permit	$ 763
Limited Setback Waiver	$ 153
Freestanding Solar Array Waiver	$ 153
Sign Permit Reviews	$ 46
Site Plan: Simple	$ 230
Site Plan: Minor	$ 410
Site Plan: Major	$ 470
Simple Subdivision (Staff Review)	$ 77
Simple Subdivision (Council Action Required)	$ 510
Temporary Use Permit	$ 184

OTHER PLANNING SERVICES FEES

Copies	$0.25/page *
Maps, Reports & Ordinances	$15 to $51/document
Verification Letter, Report (i.e. Zoning, IDOT)	$ 77

ZONING ADVISORY COMMISSION APPLICATIONS

Planned District, NEW (PUD) (ID)	$ 920+ $2/notice
Planned District, AMENDED (PUD) (ID)	$ 765 + $2/notice
Plat: Minor Subdivision	$ 460 + $20/Lot
Plat (FINAL): Major Subdivision	$ 663
Plat (PRELIMINARY): Major Subdivision	$ 663+ $20 /Lot
Rezoning	$ 663 + $2/notice
Text Amendment	$ 510
Waiver from Site Design Standards	$ 460

ZONING BOARD OF ADJUSTMENT APPLICATIONS

Appeal	$ 255
Conditional Use Permit	$ 561+ $2/notice
Special Exception	$ 200
Variance	$ 561+ $2/notice

HISTORIC PRESERVATION COMMISSION APPLICATIONS

Design Review (including Economic Non-Viability & Demolition)	$ 200

*Fees higher for oversized/color copies

Revised 11/6/2024

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

Board and Commission Meeting Schedule January-December 2025

Planning Services Department
50 W. 13th Street
Dubuque, IA 52001-4805
(563) 589-4210; Fax: (563) 589-4221
email: planning@cityofdubuque.org

Submit Application to:		Long Range Planning Advisory Commission (LRPAC)	Historic Preservation Commission (HPC)	Zoning Board of Adjustment (ZBA)	Zoning Advisory Commission (ZAC)	City Council	Port of Dubuque/ Chaplain Schmitt Island Design Review
Planning Services Department City of Dubuque 50 W. 13th Street Dubuque, IA 52001 planning@cityofdubuque.org		Meets Monthly	3rd Wednesday 5:30 p.m.	3rd Thursday 5:30 p.m.	4th Thursday 5:30 p.m.	1st Wednesday 6:00 p.m.	3rd Monday 6:30 p.m.	4th Wednesday 3:00 p.m.
		*Agenda link	cityofdubuque.org/LRPAC	cityofdubuque.org/HPC	cityofdubuque.org/ZBA	cityofdubuque.org/ZAC	cityofdubuque.novusagenda.com/AgendaPublic/	
APPLICATION DUE BY	MEETING DATE							
Nov 25		Dec 18	Dec 19	Dec 19	Jan 08	Tues Jan 21	Dec 18
Dec 30		Jan 15	Jan 16	Jan 23	Feb 05	Feb 17	Jan 22
Feb 03		Feb 19	Feb 20	Feb 27	Mar 05	Mar 17	Feb 26
Mar 03		Mar 19	Mar 20	Mar 27	Apr 02	Apr 21	Mar 26
Mar 31		Apr 16	Apr 17	Apr 24	May 07	May 19	Apr 23
Apr 28		May 21	May 15	May 22	Jun 04	Jun 16	May 28
Jun 02		Jun 18	Tues Jun 17	Jun 26	Jul 02	Jul 21	Jun 25
Jun 30		Jul 16	Jul 17	Jul 24	Aug 06	Aug 18	Jul 23
Aug 04		Aug 20	Aug 21	Aug 28	Sep 03	Sep 15	Aug 27
Tues Sept 2		Sep 17	Sep 18	Sep 25	Oct 01	Oct 20	Sep 24
Sep 29		Oct 15	Oct 16	Oct 23	Nov 05	Nov 17	Oct 22
Nov 03		Nov 19	Nov 20	Nov 20	Dec 03	Dec 15	Nov 19
Dec 01		Dec 17	Dec 18	Dec 18	Jan 07	Jan 20	Dec 17

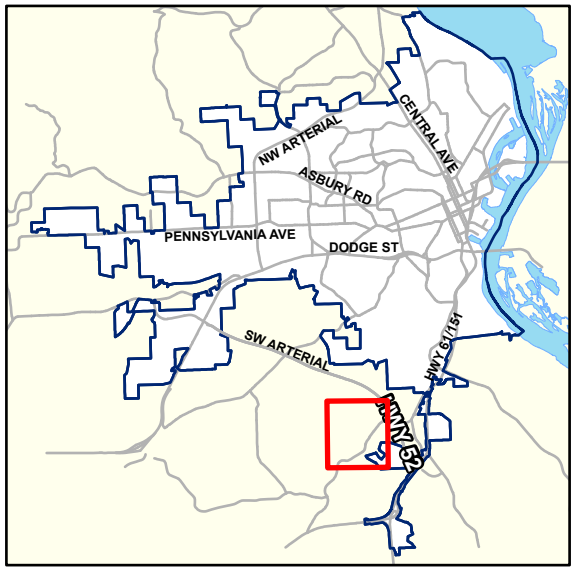
* Agenda contains meeting location information.
The agenda link connects to the Board or Commission website home page.
Scroll to 'Agendas & Minutes' and click on 'Most Recent Agenda'



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Vicinity Map



Applicant: Dave Schneider

Location: Oakland Farm Road, PINs 1510479001 and 1515226021

Type: Major Subdivision

Description: Final Plat of Oakland Ridge Estates Plat 2

Subject Property

City Limits

0 375 750 1,500
Feet

N

1:10,000

RECORDER'S INDEX

LOCATION: LOT 2 OF REUTER 3rd ADDITION, DUBUQUE COUNTY, IOWA AND LOT C OF OAKLAND RIDGE ESTATES, DUBUQUE COUNTY, IOWA.

REQUESTOR: OAKLAND FARMS REAL ESTATE COMPANY c/o MARK GUDENKAUF AND KEVIN WERNIMONT

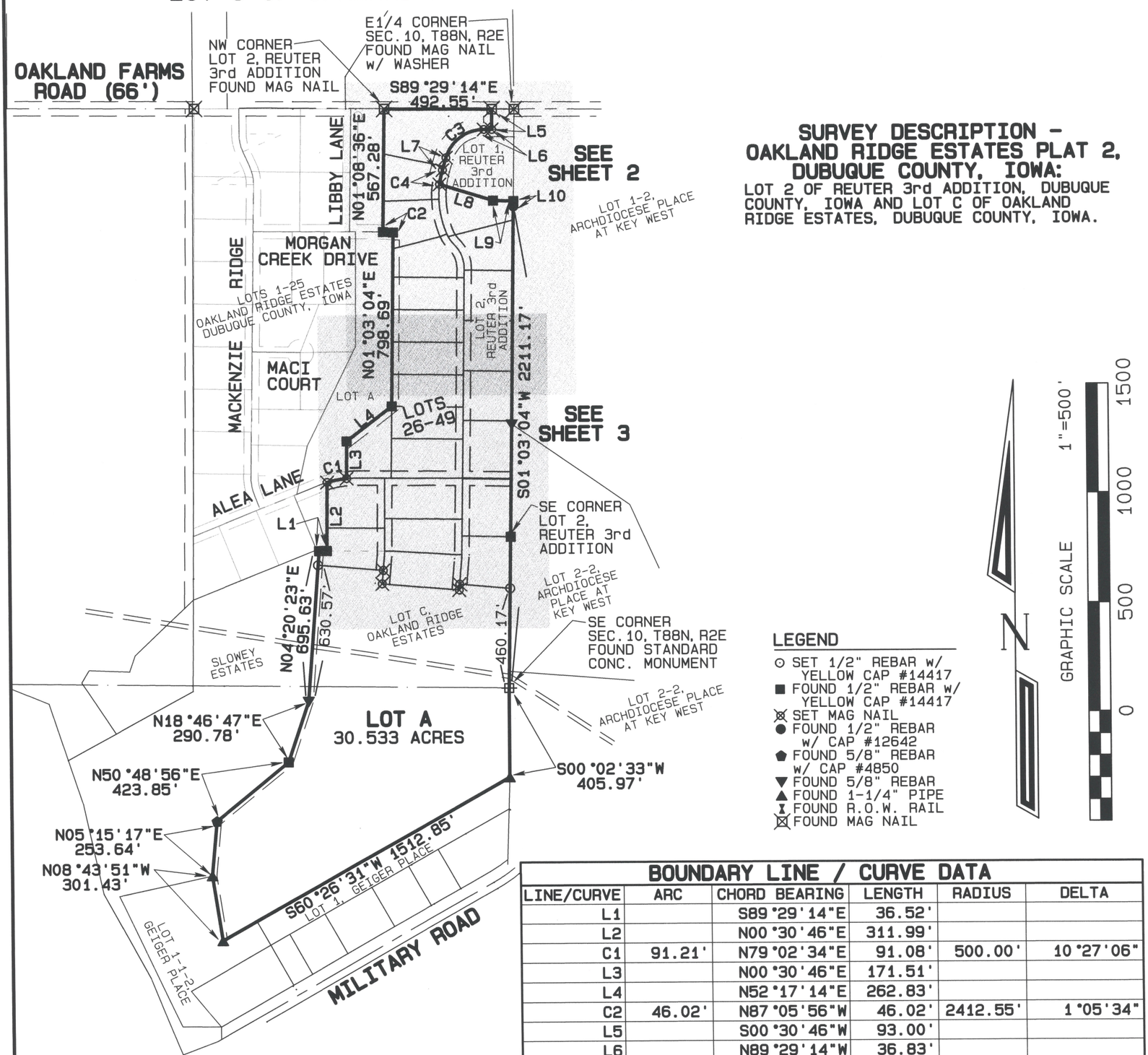
PROPRIETOR: OAKLAND FARMS REAL ESTATE COMPANY

SURVEYOR: DAVID P. SCHNEIDER

SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
P.O.BOX 128 FARLEY, IOWA
Ph#563-744-3631 Email: daves@yousq.net

FINAL PLAT
OAKLAND RIDGE ESTATES PLAT 2, DUBUQUE COUNTY, IOWA
LOT 2 OF REUTER 3rd ADDITION, DUBUQUE COUNTY, IOWA AND LOT C OF OAKLAND RIDGE ESTATES, DUBUQUE COUNTY, IOWA.



SURVEY DESCRIPTION - OAKLAND RIDGE ESTATES PLAT 2, DUBUQUE COUNTY, IOWA:

LOT 2 OF REUTER 3rd ADDITION, DUBUQUE COUNTY, IOWA AND LOT C OF OAKLAND RIDGE ESTATES, DUBUQUE COUNTY, IOWA.

LEGEND

- ⊙ SET 1/2" REBAR w/ YELLOW CAP #14417
- ■ FOUND 1/2" REBAR w/ YELLOW CAP #14417
- ⊠ SET MAG NAIL
- ● FOUND 1/2" REBAR w/ CAP #12642
- ⬟ FOUND 5/8" REBAR w/ CAP #4850
- ▼ FOUND 5/8" REBAR
- ▲ FOUND 1-1/4" PIPE
- I FOUND R.O.W. RAIL
- ⊠ FOUND MAG NAIL

BOUNDARY LINE / CURVE DATA

LINE/CURVE	ARC	CHORD BEARING	LENGTH	RADIUS	DELTA
L1		S89°29'14"E	36.52'		
L2		N00°30'46"E	311.99'		
C1	91.21'	N79°02'34"E	91.08'	500.00'	10°27'06"
L3		N00°30'46"E	171.51'		
L4		N52°17'14"E	262.83'		
C2	46.02'	N87°05'56"W	46.02'	2412.55'	1°05'34"
L5		S00°30'46"W	93.00'		
L6		N89°29'14"W	36.83'		
C3	232.81'	S53°25'07"W	216.88'	179.80'	74°11'17"
L7		S16°19'29"W	59.89'		
C4	67.36'	S11°56'54"W	67.30'	440.97'	8°45'09"
L8		S72°38'59"E	255.55'		
L9		S88°26'41"E	92.98'		
L10		S01°03'25"W	25.10'		

EASEMENT NOTE:
THE RIGHT OF WAY AREA FOR ALL PROPOSED STREETS ARE TO BE UTILIZED AS A PUBLIC UTILITY EASEMENT, STORMWATER CONVEYANCE EASEMENT AND A PRIVATE ACCESS EASEMENT.

TOTAL AREA

60.503 ACRES TOTAL
-0.373 ACRES PUBLIC ROAD
-4.926 ACRES PRIVATE ROAD
55.204 ACRES NET

LICENSED LAND SURVEYOR
DAVID P. SCHNEIDER
P14417
IOWA

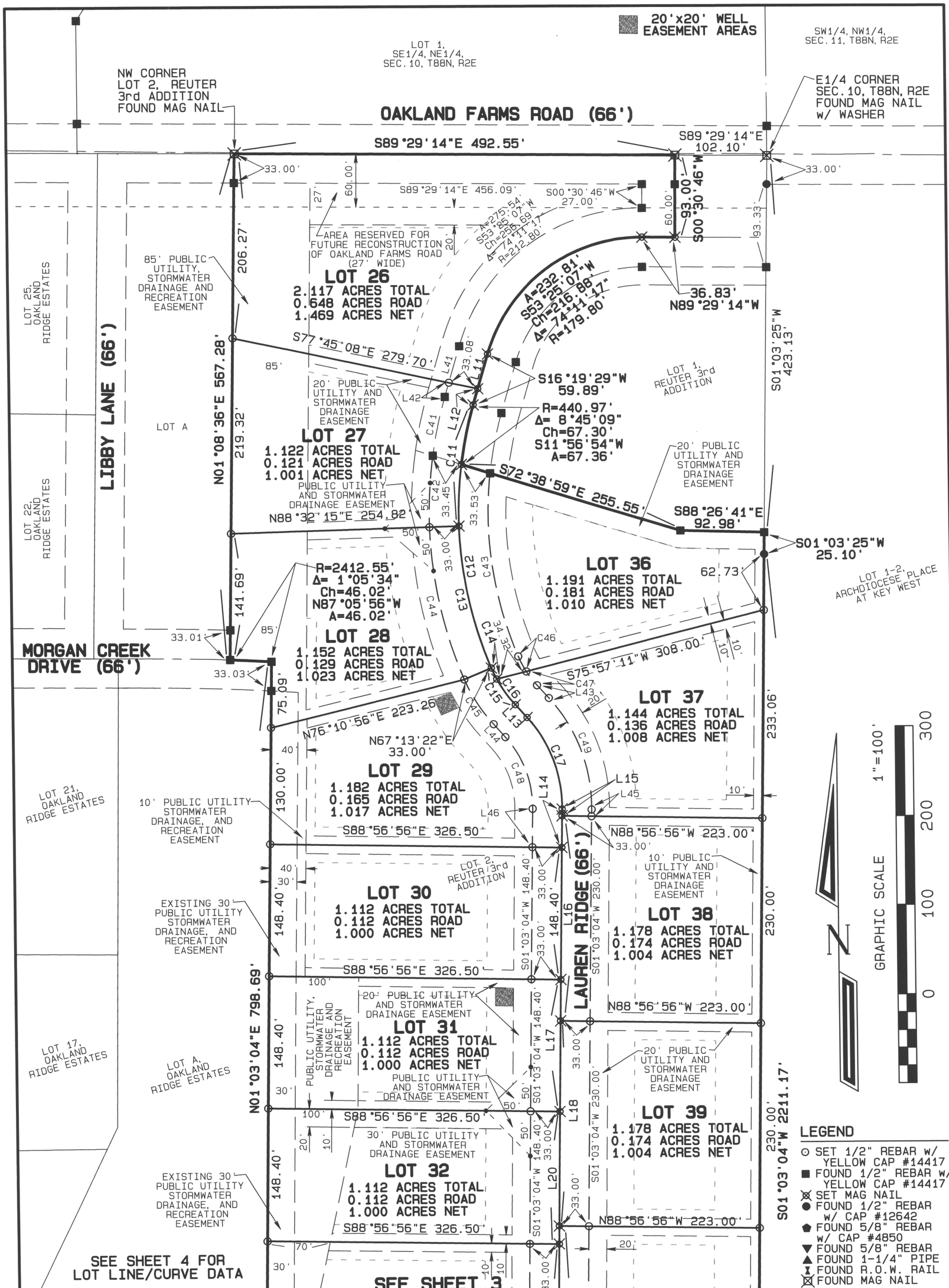
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider P.L.S. P14417 Date: 8/26/2025
My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: SHEETS 1-4

SCHNEIDER
Land Surveying & Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 3010fpDETAIL
Survey Date: 7/29/2025
Sheet: 1 of 11



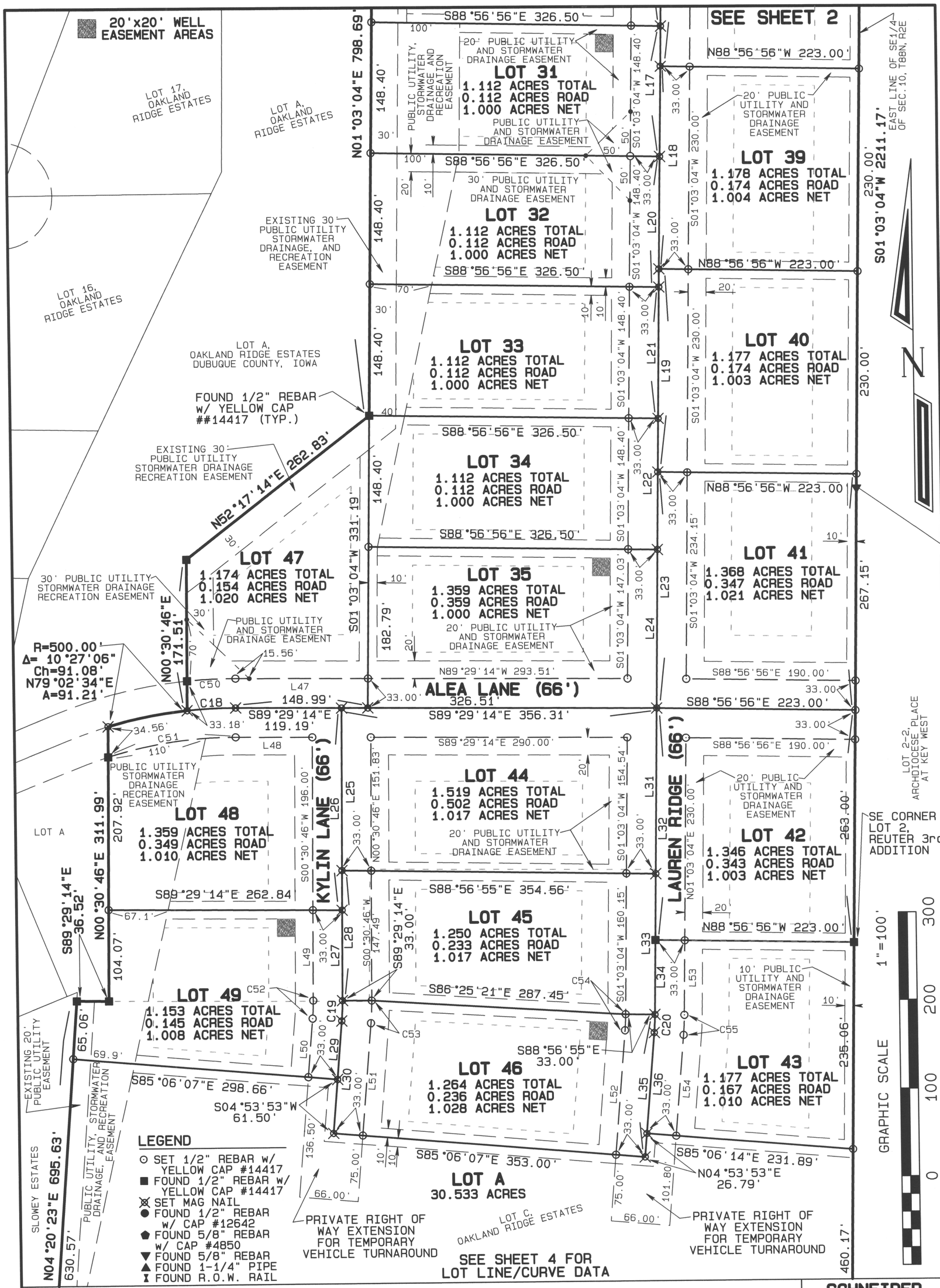
FINAL PLAT

OAKLAND RIDGE ESTATES PLAT 2, DUBUQUE COUNTY, IOWA

LOT 2 OF REUTER 3rd ADDITION, DUBUQUE COUNTY, IOWA AND LOT C OF OAKLAND RIDGE ESTATES, DUBUQUE COUNTY, IOWA.

SCHNEIDER
Land Surveying & Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 3010FP
Survey Date: 7/29/2025
Sheet: 2 of 11



FINAL PLAT

OAKLAND RIDGE ESTATES PLAT 2, DUBUQUE COUNTY, IOWA

LOT 2 OF REUTER 3rd ADDITION, DUBUQUE COUNTY, IOWA AND LOT C OF OAKLAND RIDGE ESTATES, DUBUQUE COUNTY, IOWA.

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daves@yousq.net

Project: 3010FP
Survey Date: 7/29/2025
Sheet: 3 of 11

LOT LINE/CURVE DATA

LINE/CURVE	ARC	CHORD BEARING	CHORD	RADIUS	DELTA
L11	40.89'	S16°19'29"W			
L12	19.00'	S16°19'29"W			
C11	136.90'	S07°25'52"W	136.35'	440.97'	17°47'14"
C12	233.58'	N07°36'09"W	230.86'	440.97'	30°20'57"
C13	164.05'	S12°07'11"E	163.10'	440.97'	21°18'53"
C14	13.82'	S25°24'57"E	13.81'	150.00'	5°16'39"
C15	49.76'	S32°16'48"E	49.53'	150.00'	19°00'20"
C16	35.94'	N34°55'07"W	35.85'	150.00'	13°43'41"
L13	19.58'	S41°46'58"E			
C17	112.14'	S20°21'57"E	109.55'	150.00'	42°50'01"
L14	42.91'	N01°03'04"E			
L15	7.49'	S01°03'04"W			
L16	230.00'	N01°03'04"E			
L17	148.40'	N01°03'04"E			
L18	230.00'	S01°03'04"W			
L19	230.00'	N01°03'04"E			
L20	148.40'	S01°03'04"W			
L21	148.40'	S01°03'04"W			
L22	148.40'	S01°03'04"W			
L23	267.15'	S01°03'04"W			
L24	179.72'	S01°03'04"W			
C18	54.49'	S87°23'27"W	54.46'	500.00'	6°14'38"
L25	184.51'	S00°30'46"W			
L26	229.00'	S00°30'46"W			
L27	103.31'	S00°30'46"W			
L28	147.80'	S00°30'46"W			
C19	22.96'	S02°42'19"W	22.96'	300.00'	4°23'07"
L29	65.76'	S04°53'53"W			
L30	127.26'	S04°53'53"W			
L31	187.86'	S01°03'04"W			
L32	263.00'	S01°03'04"W			
L33	160.15'	S01°03'04"W			
L34	85.01'	S01°03'04"W			
C20	20.14'	S02°58'29"W	20.14'	300.00'	3°50'48"
L35	141.43'	S04°53'53"W			
L36	114.64'	S04°53'53"W			

RIGHT OF WAY LINE/CURVE DATA

LINE/CURVE	ARC	CHORD BEARING	CHORD	RADIUS	DELTA
L41	43.24'	S16°19'29"W			
L42	16.65'	S16°19'29"W			
C41	66.72'	S12°17'30"W	66.67'	473.97'	8°03'57"
C42	80.42'	S03°23'54"W	80.32'	473.97'	9°43'17"
C43	210.41'	S08°00'08"E	208.08'	407.97'	29°32'59"
C44	176.32'	S12°07'11"E	175.31'	473.97'	21°18'53"
C45	60.70'	S32°16'48"E	60.42'	183.00'	19°00'20"
C46	19.09'	S27°27'05"E	19.07'	117.00'	9°20'54"
C47	19.72'	S36°57'15"E	19.70'	117.00'	9°39'26"
L43	19.58'	S41°46'58"E			
L44	19.58'	S41°46'58"E			
C48	87.47'	S20°21'57"E	85.45'	117.00'	42°50'01"
C49	136.81'	S20°21'57"E	133.65'	183.00'	42°50'01"
L45	7.49'	S01°03'04"W			
L46	42.91'	S01°03'04"W			
C50	54.48'	N87°35'05"E	54.45'	533.00'	5°51'21"
L47	149.30'	S89°29'14"E			
C51	146.01'	N81°33'20"E	145.42'	467.00'	17°54'50"
L48	86.19'	S89°29'14"E			
L49	103.31'	S00°30'46"W			
C52	20.44'	S02°42'19"W	20.43'	267.00'	4°23'07"
L50	65.76'	S04°53'53"W			
C53	25.49'	S02°42'19"W	25.48'	333.00'	4°23'07"
L51	127.26'	S04°53'53"W			
C54	17.93'	S02°58'29"W	17.92'	267.00'	3°50'48"
L52	141.43'	S04°53'53"W			
L53	85.01'	S01°03'04"W			
C55	22.36'	S02°58'28"W	22.35'	333.00'	3°50'49"
L54	114.64'	S04°53'53"W			

FINAL PLAT

OAKLAND RIDGE ESTATES PLAT 2, DUBUQUE COUNTY, IOWA

LOT 2 OF REUTER 3rd ADDITION, DUBUQUE COUNTY, IOWA AND LOT C OF OAKLAND RIDGE ESTATES, DUBUQUE COUNTY, IOWA.

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 3010FP
Survey Date: 7/29/2025
Sheet: 4 of 11

OWNER'S CONSENT

Dubuque, Iowa _____, 2025

The foregoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of said real estate.

Oakland Farms Real Estate Company

_____
Kevin J. Wernimont, President

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____,2025, before me, a Notary Public in and for said county, personally appeared Kevin J. Wernimont, President, of the Oakland Farms Real Estate Company, to me personally known, who being by me duly affirmed did say that he, said Kevin J. Wernimont, President, acknowledged the execution of said instrument to be his voluntary act and deed voluntarily executed.

_____
Notary Public in the State of Iowa
My Commission Expires_____

MORTGAGE HOLDER'S ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa do hereby certify that the attached plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank_____ City_____

President_____ V.P._____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntarily act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in the State of Iowa
My Commission Expires_____

COUNTY TREASURER

Dubuque, Iowa _____, 2025

I, the undersigned, _____, Treasurer of Dubuque County, Iowa do hereby certify that all taxes and special assessments levied against **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** have been paid and said real estate is free and clear of all taxes as of this date.

_____
County Treasurer of Dubuque County, Iowa

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in (city)_____, Dubuque County, Iowa have examined the abstract of title to the land included within **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** said abstract has been prepared in its entirety by the _____Abstract and Title Company, and was last certified to by said company on the _____ day of _____,2025, at the hour of _____ o'clock _M.
My examination of said abstract shows good and merchantable title on the date and hour of certification to be in the Oakland Farms Real Estate Company. Dated at _____, Iowa in said County, this_____ day of _____, 2025.

_____
Signature Attorney at Law

Name (printed)_____

Address_____

_____

Phone number_____

DUBUQUE COUNTY BOARD OF HEALTH

Dubuque, Iowa _____, 2025

The forgoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** is hereby approved by the Dubuque County Board of Health and approval of said plat by the Dubuque County Board of Supervisors is hereby recommended.

_____
Dubuque County Board of Health

COUNTY ENGINEER

Dubuque, Iowa _____, 2025

I, _____, the Dubuque County Engineer, have received and examined the foregoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** for compliance with the Dubuque County Engineering regulations and have found said plat to be acceptable.

_____
County Engineer of Dubuque County, Iowa

COUNTY PLATS OFFICER

Dubuque, Iowa _____, 2025

I, _____, the Dubuque County Plats Officer, have received and examined the foregoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** for compliance with the Dubuque County Platting and Subdivision regulations and have found said plat to be acceptable.

_____
County Plats Officer of Dubuque County, Iowa

COUNTY ASSESSOR

Dubuque, Iowa

The forgoing plat was reviewed in the office of the Dubuque County Assessor this _____day of _____, 2025.

_____
County Assessor of Dubuque County, Iowa

CITY OF DUBUQUE PLANNING SERVICES

Dubuque, Iowa _____, 2025

The forgoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** being within the jurisdiction of the City of Dubuque, Iowa, has been reviewed by the City Planner, (or designee) of the City of Dubuque, Iowa, in accordance with the City of Dubuque Code of Ordinances, and said approval has been endorsed herein on the date first written above.

_____

_____
Planning Services Department, City of Dubuque
City Planner

CITY COUNCIL APPROVING PLAT

Dubuque, Iowa _____, 2025

The undersigned, Brad M. Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Dubuque County, Iowa do hereby certify that the foregoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** as appears heretofore has been filed in the Office of the City Clerk of Dubuque, Iowa, and that by Resolution No._____ the Dubuque City Council approved said plat.

_____
Brad M. Cavanagh – Mayor

_____
Adrienne N. Breitfelder- City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city, and the said Brad M. Cavanagh and Adrienne N. Breitfelder acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntary executed.

_____
Notary Public in and for the State of Iowa
My Commission Expires_____

DUBUQUE COUNTY PLANNING AND ZONING

Dubuque, Iowa _____, 2025

The forgoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** is hereby approved by the Dubuque County Planning and Zoning Commission and approval of said plat by the County Board of Supervisors is hereby recommended.

_____
Dubuque County Planning & Zoning Commission
Chairperson

DUBUQUE COUNTY BOARD OF SUPERVISORS

Dubuque, Iowa _____, 2025

The Dubuque County Board of Supervisors of the County of Dubuque, Iowa, do hereby certify that the foregoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** has been filed in the office of the County Board of Supervisors and that by Resolution No. _____ the Dubuque County Board of Supervisors have reviewed and approved said plat.

_____
Chairperson

Attest_____
Dubuque County Auditor

DUBUQUE E911 ADDRESS COORDINATOR

Dubuque, Iowa _____, 2025

The foregoing plat of **Oakland Ridge Estates Plat 2, Dubuque County, Iowa,** has been reviewed by the Dubuque E911 Address Coordinator and the street names are established and approved. Approval of street names does not indicate an acceptance of said streets or roads as part of the public street system.

_____
Dubuque County E911 Address Coordinator

COUNTY AUDITOR

Dubuque, Iowa

The forgoing plat was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2025. We approve of the subdivision name or title to be recorded.

_____
County Auditor of Dubuque County, Iowa

COUNTY RECORDER

Dubuque, Iowa

The forgoing plat has been received by the Dubuque County Recorder this _____ day of _____, 2025.

_____
County Recorder of Dubuque County, Iowa

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

RESOLUTION NO. - 25

A RESOLUTION APPROVING THE FINAL PLAT OF OAKLAND RIDGE ESTATES PLAT 2, DUBUQUE COUNTY, IOWA.

Whereas, there has been filed with the City Clerk a Final Plat of Oakland Ridge Estates Plat 2, Dubuque County, Iowa that is within the City's 2-mile extraterritorial jurisdiction; and

Whereas, said Final Plat provides for a 22-foot pavement width for private streets, where 26-wide is required by Section 11-15 of Title 16 of the City of Dubuque Codes of Ordinance, Unified Development Code; and

Whereas, a preliminary plat for the property has been examined by the Zoning Advisory Commission and City Council; and

Whereas, said the Final Plat of Oakland Ridge Estates Plat 2 has been determined by the City Planner to be in conformance with the preliminary plat for the property and the comprehensive plan; and

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

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

Section 1. That Section 11-15 of Title 16 of the City of Dubuque Codes of Ordinances, Unified Development Code, is waived to allow 22-foot-wide paved private streets.

Section 2. That the City Council hereby waives Section 11-20 Water Supply, 11-21 Sanitary Sewer, 11-23 Obligation to Install Improvements, and 11-24 Improvement Guarantees.

Section 3. That the Final Plat of Oakland Ridge Estate Plat 2, Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat, provided the owners of said property herein names, execute their written acceptance hereto attached agreeing:

a) To construct private street improvements in accordance with improvement plans approved by Dubuque County and certified upon completion by a professional engineer licensed by the State of Iowa.

b) To maintain the private street improvement constructed as part of Oakland Ridge Estates Subdivision until such time as a homeowners' association is formed and is responsible for maintenance of the same.

Section 3. That in the event that Oakland Farms Real Estate Company fails to execute the acceptance within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the approval of the plat shall not be effective.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

ACCEPTANCE OF RESOLUTION NO. - 25

I, the undersigned, Mark Gudenkauf, representing Oakland Farms Real Estate Company, having read the terms and conditions of the Resolution No. - 25 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, IA this day of 2025.

By _____
Mark Gudenkauf
Oakland Farms Real Estate Company

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____ 2025, before me, a Notary Public in and for said state, personally appeared Mark Gudenkauf, to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

_____
Notary Public in the State of Iowa

My Commission expires: _____

Final Plat of Oakland Ridge Estates Plat 2, Dubuque County, Iowa

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	September Utility Bill Insert: Parks and Recreation "Let's Go" Fall Programs and Events
SUMMARY:	City Manager providing a copy of the "Let's Go" Fall Programs and Events flier promoting Parks and Recreation Department programs and events that will be distributed with City utility bills from September 17 through October 8.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Let's Go Fall Programs and Events

CITY OF DUBUQUE PARKS & RECREATION

LET'S GO!

FALL PROGRAMS & EVENTS

From youth sports, recreational classes, and art programs to adult athletics, chair yoga, and dance classes, City of Dubuque Parks and Recreation offers something for everyone to learn, play, and stay active!

October Chair Yoga

Tues., Oct. 7 - 28, 9:30 - 10:15 a.m.
Fri., Oct. 3 - 31, 9 - 9:45 a.m. FREE!

Join Pam Connolly, certified group fitness instructor, as she leads you to a safe alternative to strengthen your mind and body. Chair yoga will increase flexibility, enhance muscles, and improve balance and core strength without leaving your seat! This is a free program. Class is located at the Multicultural Family Center, 1157 Central Ave.

Art in the Park

Ages: 6 – 12 yrs. $18
Sat., Oct. 4 9:30 – 11 a.m.

Drawing, painting, and clay! Learn many techniques and styles while creating with clay, making special projects, and painting on canvas at the Allison-Henderson Park Building.

School Day Off Camp

Ages: 3 – 7 yrs. $30
Fri., Oct. 10 9 a.m. – 1 p.m.

School's out, but the fun is in session! This camp keeps kids busy with arts and crafts, exciting games, and plenty of playtime with friends—all in a safe, welcoming environment. A perfect way to make their day off extra special!

Early Achievers



Ages: 4 – 6 yrs. $18
Wed., Oct. 15 & 22 5:30 – 6:30 p.m.

Watch your child grow in confidence as they explore new skills in this well-rounded program. With a mix of creative projects, team challenges, and a touch of academics, kids will learn, play, and problem-solve their way to discovering their full potential.

Fast Kidz Running Class

Ages: 9 yrs. & older (Adults welcome!)
Sun., Oct. 26 & Nov. 2, 9, 16, & 23
3:30 - 4:30 p.m. $45



This running class is geared toward training for the annual Turkey Trot Run on Thanksgiving morning. It is a great opportunity for families to train together! Class will meet at the Wahlert High School parking lot and run part of the race route each week, adding more distance each Sunday.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi
PARKS & RECREATION

To register, and to see a full list of programs and events, see the Let's Go! Activities Guide at **cityofdubuque.org/recreation**

For questions, call City of Dubuque Parks & Recreation at 563-589-4263.













THE CITY OF DUBUQUE
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PARKS & RECREATION FALL FESTIVAL

Celebrate the season with festive fun!

SATURDAY, OCT. 18
11 a.m. - 1 p.m.

ALLISON-HENDERSON PARK
1500 Loras Blvd.

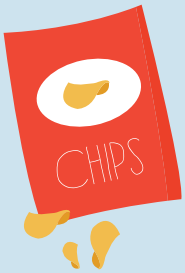


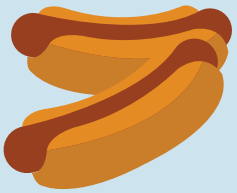


Family-friendly fall event at Allison-Henderson Park!

Enjoy a day of fall fun with bounce houses, arts and crafts, games and activities with the Rec-n-Roll trailer, and other fall festivities!

FREE HOTDOGS, CHIPS, & DRINKS
while supplies last!





Rain Date: Sunday, Oct. 19
In case of inclement weather, event updates will be posted on the Parks & Recreation Facebook page!

cityofdubuque.org/parksandrec | 563-589-4263
Facebook.com/CityofDubuqueParksandRecreation

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	City of Dubuque Patent
SUMMARY:	City Manager providing information on the patent that has been granted to the City as the applicant/assignee and Water Resources Project Supervisor Todd Irwin is listed as the inventor.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo
2. MVM_Irwin Patent_Draft_9-10-25

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: City of Dubuque Patent

DATE: September 10, 2025

City Attorney Crenna Brumwell is providing information on the patent that has been granted to the City as the applicant/assignee and Water Resources Project Supervisor Todd Irwin is listed as the inventor.

Beginning in 2020, Todd Irwin worked with Giese Manufacturing, Alliant Energy, and Van Meter to develop a prototype cabinet for City use which would combine the functionality of multiple cabinets into a single, more cost effective, and efficient cabinet. The design is also more aesthetically pleasing and improves visibility. The product description, a product rendering, and a photograph of a completed cabinet produced for use in the field is included.

If approved by Alliant Energy, the cabinet could be marketed and mass distributed. As the patent holder the City could receive an income stream related to the licensing and sale of the cabinet.

Congratulations to Todd Irwin and the City of Dubuque!

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Todd Irwin, Water Resources Project Supervisor

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CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MICHAEL C. VAN MILLIGEN, CITY MANAGER**

DATE: **SEPTEMBER 10, 2025**

RE: **CITY OF DUBUQUE PATENT**

Beginning in 2020, Todd Irwin worked with Giese Manufacturing, Alliant Energy, and Van Meter to develop a prototype cabinet for City use which would combine the functionality of multiple cabinets into a single, more cost effective, and efficient cabinet. The design is also more aesthetically pleasing and improves visibility.

The City as an organization, along with employees, are eligible to file and hold patents. A patent was pursued by the City.

If approved by Alliant Energy, the cabinet could be marketed and mass distributed. As the patent holder the City could receive an income stream related to the licensing and sale of the cabinet.

There are 3 requirements for a patent.

1) Novelty
2) Patent eligible subject matter
3) Obviousness

In order to determine novelty, a patent examiner reviews the application, researches previously filed patents, literature, and common sources (Google search) to determine whether the proposed patent subject is novel.

Patent eligible subject matter isn't a hurdle when talking about a physical item. There are regulations when mathematic formulas or computer programming is proposed for patent.

Obviousness can be tricky and a challenge to prove something isn't obvious. Arguments on obviousness can be time consuming, but the more information on uniqueness available helps.

Ultimately, the City was notified the patent was granted. The City was the applicant/assignee and Todd Irwin is listed as the inventor.

The patent information is available at:

https://ppubs.uspto.gov/api/pdf/downloadPdf/11641093?requestToken=eyJzdWIiOiJmYzYzZDdjYi04MDUxLTQ0MWMtOGZjMS01ZmZjZWI5NTVkNDciLCJ2ZXIiOiJlMjQyZjA1OS1hNjgwLTRjNDAtYTRjZC1iOTUzNjY5MWFlZmYiLCJleHAiOjB9

Attached hereto is a product description, a product rendering, and a photograph of a completed cabinet produced for use in the field.

I will bring the original patent to the council meeting on September 15, 2025 for presentation to the Mayor. Todd has received a “presentation patent” for his records and recognition. He preferred not to be recognized in person at a meeting.

Congratulations to Todd Irwin and the City of Dubuque!

cc: Gus Psihoyos, City Engineer
Todd Irwin, Water Resources Project Supervisor

Dubuque Model DBQ2832-66 Multi-Function Cabinet

The DBQ2832-66 Multi-Function Cabinet combines the functionality of multiple cabinets and pedestals into one cabinet, reducing the area needed for installation while also reducing the visual impact of multiple cabinets at one location. The DBQ2832-66 Multi-Function Cabinet reduces costs and provides the flexibility to expand or reduce the functionality needed for a particular installation. The DBQ2832-66 Multi-Function Cabinet can handle all your communications, surveillance requirements along with metered underground service distribution, lighting controls, and a self-contained battery backup system. The robust design of the DBQ2832-66 Multi-Function Cabinet provides separate compartments for each of the functions, keeping high voltage separate from low voltage components. Multiple lockable doors provide convenient access to each of the compartments, including a utility provider access door for the electric service meter area. The DBQ2832-66 Multi-Function Cabinet is populated with industry standard components making replacement components and upgrades easy to source and install. Louvers in the removable panels covering the conduit entrance area and air exhaust on the roof provide filtered ventilation for the electronics in this rugged, pad mount enclosure.

The DBQ2832-66 Multi-Function Cabinet is designed to provide uninterrupted power through power outages and other disturbances, keeping communications and surveillance systems running under hazardous conditions.

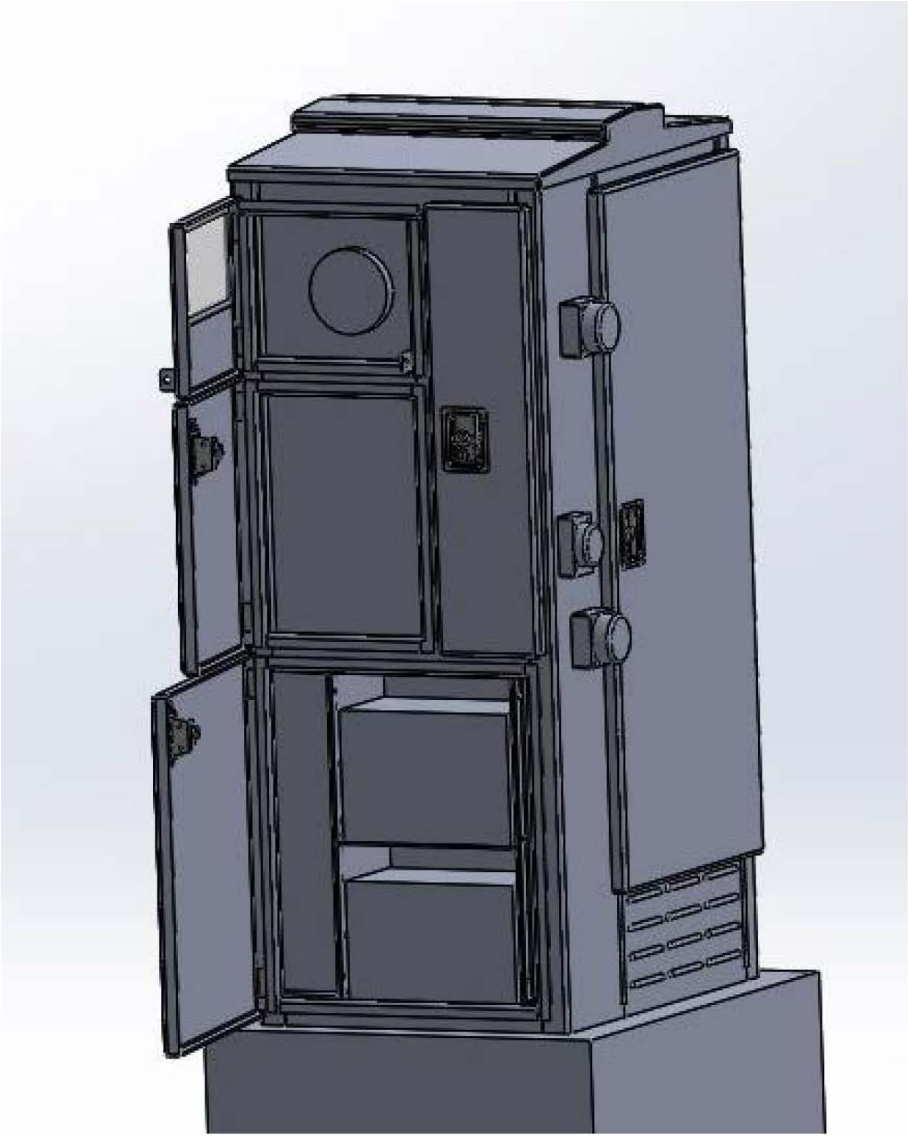
The DBQ2832-66 Multi-Function Cabinet provides power distribution and metering rated for 120 to 480 volts; single phase or three phase applications; 1, 2 or 3 pole main breakers; and may be rated at 100 amp or 200 amp.

The DBQ2832-66 Multi-Function Cabinets robust design meet the NEMA standards, UL 508A industrial design, all-welded construction with stainless steel hardware, and wired conforming to NEC and UL standards. The DBQ2832-66 Multi-Function Cabinet is ideal for retrofit projects or new installations, installed free-standing on a concrete base.

The DBQ2832-66 Multi-Function Cabinet measures 32” wide x 28” deep and 66” tall.

Applications

Surveillance, Fiber Optic communications, Street and Parking lot lighting, Traffic signals Battery backup, Event power supply (50 Amp), Landscape irrigation





5

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE:	Southwest Arterial / US52 Corridor Right-of-Way Survey & Replat: AECOM - Consultant Services Supplemental Agreement No. 2
SUMMARY:	City Manager recommending City Council authorize the City Manager to execute the Consultant Professional Services - Supplemental Agreement with AECOM Technical Services, Inc. to complete land survey and replating of property along the Southwest Arterial / US52 Corridor from US Highway 20 to US Highway 61 / 151 to allow for the roadway and interchange property to be conveyed from the City to the State of Iowa. **RESOLUTION** Approving The Consultant Professional Services - Supplemental Agreement No. 2 Between AECOM Technical Services, Inc. And The City Of Dubuque To Complete Land Survey And Replating Of Property Along The Southwest Arterial / US52 Corridor From US Highway 20 To US Highway 61 / 151
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. SW Arterial Corridor ROW Survey Replat - AECOM Contract SA2 Approval - Staff MEMO
3. SW Arterial Corridor ROW Survey Replat - AECOM Contract SA2 9-8-25
4. SW Arterial Corridor ROW Survey Replat - AECOM Contract SA2 - Council Approve RESOLUTION

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Southwest Arterial / US52 Corridor Right-of-Way Survey & Replat
AECOM - Consultant Services Supplemental Agreement No. 2

DATE: September 9, 2025

Assistant City Engineer Robert Schiesl is recommending City Council authorize the City Manager to execute the Consultant Professional Services - Supplemental Agreement with AECOM Technical Services, Inc. to complete land survey and replating of property along the Southwest Arterial / US52 Corridor from US Highway 20 to US Highway 61 / 151 to allow for the roadway and interchange property to be conveyed from the City to the State of Iowa.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Nate Kiefer, PLS

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

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: September 8, 2025

RE: Southwest Arterial / US52 Corridor Right-of-Way Survey & Replat
AECOM - Consultant Services Supplemental Agreement No. 2

INTRODUCTION

The enclosed resolution authorizes the City Manager to execute a Supplemental Agreement No. 2 with AECOM Technical Services, Inc. (AECOM) which approves revisions to the original scope of services to the Consultant Professional Services Contract to complete land survey and replating of property along the Southwest Arterial / US52 corridor from US Highway 20 to US Highway 61 / 151.

BACKGROUND

Now that the Southwest Arterial / US52 project is completed and per the terms of the Memorandum of Understanding (MOU) and the Transfer of Roadway Jurisdiction (TOJ) Agreements between the City and the Iowa Department of Transportation, the City is responsible for the survey and replating of the highway corridor to allow for the roadway and interchange property to be conveyed from the City to the State of Iowa.

AECOM was the design consultant and the Licensed Professional Land Surveyor of record for the Southwest Arterial / US52 project. AECOM prepared and signed all the plats for right-of-way property acquisition along the entire corridor.

Per the MOU, the City was the lead agency and responsible for the right-of-way property acquisition along the Southwest Arterial corridor. When the properties were purchased, said title ownership was acquired in the name of the City of Dubuque.

Per the TOJ, now that the project is completed, the City is responsible for the survey and plating the highway access control right-of-way, plating the interchange locations, plating right-of-way for the frontage roads, and identifying any potential excess remnant parcels. Once the replating of the highway access control right-of-way is completed from US 20 to US 61 / 151, the highway corridor property will be conveyed from the City to the State of Iowa.

RECOMMENDATION

I recommend that the City Council authorize the City Manager to execute the Consultant Professional Services - Supplemental Agreement with AECOM Technical Services, Inc. to complete land survey and replating of property along the Southwest Arterial / US52 Corridor from US Highway 20 to US Highway 61 / 151.

BUDGET IMPACT

The estimated professional services fee for the highway corridor survey and replating of property is as follows:

Description	Amount
AECOM - Corridor Right-of-Way Survey Services Consultant Supplemental Agreement No. 2	$ 70,000
Project Cost	**$ 70,000**

The project funding summary is as follows:

Project Code	Funding Source	Amount
5521000022-301-64070	Southwest Arterial	$ 70,000
	Project Funding	**$ 70,000**

REQUESTED ACTION

The City Council is requested to authorize the City Manager to execute the Consultant Professional Services - Supplemental Agreement with AECOM Technical Services, Inc. to complete land survey and replating of property along the Southwest Arterial / US52 Corridor from US Highway 20 to US Highway 61 / 151 to allow for the roadway and interchange property to be conveyed from the City to the State of Iowa.

cc: Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Nate Kiefer, PLS

F:\PROJECTS\SOUTHWEST ARTERIAL\SURVEY - REPLAT CORRIDOR\Contract - AECOM\Supplemental Agreement 2

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

CITY OF DUBUQUE, IOWA
SOUTHWEST ARTERIAL RIGHT-OF-WAY SERVICES

SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, a Professional Services Agreement was entered into between the City of Dubuque (Client), 50 W. 13th Street, Dubuque, Iowa, and AECOM Technical Services, Inc. (ATS), 501 Sycamore Street, Suite 222, Waterloo, Iowa, dated March 22, 2022, for right-of-way services for the Southwest Arterial; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 for additional right-of-way services and platting for the Southwest Arterial, dated May 8, 2024; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 2 for additional right-of-way services and platting for the Southwest Arterial.

NOW THEREFORE, it is mutually agreed to amend the original Professional Service Agreement as follows:

I. PROJECT DESCRIPTION

The City of Dubuque obtained property for the construction of the Southwest Arterial, which included an approximate 6-mile long, 4-lane freeway on new alignment with three new interchanges. The property acquired included 56 different properties and 93 partial/total acquisitions along US 20, across the rural southwest side of Dubuque, along US 61/151 and along Olde Davenport Road. During project development, the Iowa DOT and the City of Dubuque agreed to a Memorandum of Understanding (MOU). The MOU described how the Southwest Arterial became US 52, allowing for the Transfer of Jurisdiction of existing US 52 through Dubuque from the Iowa DOT to the City of Dubuque and designating Southwest Arterial as the new US 52. In the future, the right-of-way that is currently owned by the City of Dubuque within the new US 52 right-of-way will need to be partitioned and transferred to the Iowa DOT.

To determine the method the Iowa DOT wanted to follow for the right-of-way transfer, monthly meetings were held to develop the process for creating excess right-of-way / disposal documents and plats for the right-of-way transfer. Over 20 meetings were held with the Iowa DOT since March of 2023. During the meetings, much discussion focused on the location of the right-of-way, identification of excess right-of-way, and the proper form of platting.

The original scope anticipated using the existing acquisition plats and modifying them accordingly. The agreed upon approach is to develop 11 Minor Subdivision Plats along US 20 and the Southwest Arterial that can document and record the proposed Iowa DOT road right-of-way. Excess right-of-way will be described with separate plats that can be used in legal documents pertaining to Iowa DOT's right-of-way disposal process.

Supplemental Agreement No. 2 is for the additional efforts needed to finish the platting and meetings needed with the Iowa DOT.

II. SCOPE OF SERVICES

The Scope of Services for this supplemental agreement will encompass and include work, services, materials, equipment, personnel and supplies necessary to provide the plats, staking, and meetings needed to document and define the Iowa DOT right-of-way on US 20, Southwest Arterial, and US 151/61. Included in Supplemental Agreement No. 2 are the plats, staking and meetings to document and define the right-of-way for the remaining plats on Southwest Arterial.

The Scope of Services is further defined by the following tasks:

Preparation of Plats (Tasks 1 - 6): These tasks are for the preparation of the minor subdivision plats agreed to by the Southwest Arterial Right-of-Way committee which meets monthly. The minor subdivision plats will meet the requirements of the City of Dubuque and Dubuque County for subdivision platting. The remaining descriptions are Southwest Arterial Minor Plats 5 - 8. It is assumed that one round of minor revisions for each of the remaining plats 5 - 8 will be required. Additional revisions and/or a change in platting process required by the County and/or City will be additional work. Each plat will identify the existing plat and lot information in the surrounding area which will involve research and data gathering. This will include document number identification on the plat and within the description. A graphical representation of the overall plat will include the section lines, purchased right-of-way line, existing utility easements, proposed utility easement and the agreed to limits of Iowa DOT right-of-way. A metes and bounds description will be developed for each minor subdivision plat. Bearing and distance tables with closure checks will be developed for each lot identified in the minor subdivision plats. It is estimated that 5 tables per plat would be needed. Metes and bounds descriptions and bearing and distance tables with be checked and reviewed. The following tasks are anticipated:

Task 1 – Existing Plat / Document Research
Task 2 – Graphical Layout of Minor Subdivision Plat
Task 3 – Metes and Bounds Descriptions
Task 4 – Bearing and Distance Tables
Task 5 – Closure Checks
Task 6 – Check and Review of Minor Subdivision Plats

Field Work (Task 7): This tasks include the staking of the right-of-way through the US 20 Interchange, along Southwest Arterial, and the US 151/61 Interchange. This task also includes miscellaneous field surveys to identify existing features such as fence, utilities, or guardrails that are pertinent to the location of the proposed right-of-way. The remaining plats that need to be staked include Southwest Arterial Minor Plats 3 – 8. It is assumed that field work can be consolidated and available for work in three mobilizations included in this Agreement.

Task 7 – Staking of the Proposed Right-of-Way

Meetings and Administration (Tasks 8 – 11): These tasks are for the remaining meetings and project administration. Tasks include preparation / displays for virtual meetings, meetings and minutes with Iowa DOT, meetings and minutes with Dubuque County, and project administration tasks.

Task 8 – Meeting Preparation / Displays
Task 9 – Iowa DOT Meetings (2 Meetings)
Task 10 – Dubuque County Meetings (1 Meetings)
Task 11 – Project Administration

III. COMPENSATION

Compensation for the above services will be on a cost-plus fixed fee bases (fixed overhead rate) in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement and Supplemental Agreement No. 1. The total compensation for these services is a not-to-exceed fee of Seventy-Seven Thousand Dollars ($77,000.00), as shown below.

	Original Agreement	S.A. No. 1	S.A. No. 2	Total
Estimated Actual Costs	$89,400.00	$83,400.00	$62,300.00	$235,100.00
Fixed Fee	$10,400.00	$10,100.00	$7,700.00	$28,200.00
Contingency	$0.00	$0.00	$0.00	$0.00
Maximum Amount Payable	$99,800.00	$93,500.00	$70,000.00	$263,300.00

IV. In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated March 22, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 as of the dates shown below:

APPROVED FOR CITY OF DUBUQUE

By:_____

Printed Name: Michael C. Van Milligan

Title: City Manager

Date:_____

APPROVED FOR AECOM TECHNICAL SERVICES, INC.

By: Michelle M. Sweeney

Printed Name: Michelle M. Sweeney, PE, PTOE

Title: Associate Vice President

Date: September 8, 2025

L:\Secure_DCS\Administration\AGREE\SUPPLE\SA2 Dubuque SW Arterial ROW.docx

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

RESOLUTION NO. _____ -25

RESOLUTION APPROVING THE CONSULTANT PROFESSIONAL SERVICES - SUPPLEMENTAL AGREEMENT NO. 2 BETWEEN AECOM TECHNICAL SERVICES, INC. AND THE CITY OF DUBUQUE TO COMPLETE LAND SURVEY AND REPLATING OF PROPERTY ALONG THE SOUTHWEST ARTERIAL / US52 CORRIDOR FROM US HIGHWAY 20 TO US HIGHWAY 61 / 151

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

WHEREAS, per the terms of the Memorandum of Understanding (MOU) and the Transfer of Roadway Jurisdiction (TOJ) Agreements between the City and the Iowa Department of Transportation, the City is responsible for the survey and replating of the highway corridor to allow for the roadway and interchange property to be conveyed from the City of the State of Iowa.; and

WHEREAS, now that the Southwest Arterial / US52 project is completed, the City retained AECOM Technical Services, Inc. to survey and plat the highway access control right-of-way, plating the interchange locations, plating right-of-way for the frontage roads, and identifying any potential excess remnant parcels. Once the replating of the highway access control right-of-way is completed from US 20 to US 61 / 151, the highway corridor property will be conveyed from the City of the State of Iowa.

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

SECTION 1. That said Consultant Professional Services - Supplemental Agreement No. 2 between AECOM Technical Services, Inc. and the City of Dubuque for to complete land survey and replating of property along the Southwest Arterial / US52 corridor from US Highway 20 to US Highway 61 / 151 is hereby approved.

SECTION 2. That the City Manager be authorized and directed to execute said Consultant Professional Services - Supplemental Agreement No. 2 with AECOM Technical Services, Inc.

Passed, adopted, and approved this 15th day of September 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE: Signed Contract(s)

SUMMARY: Advantage Sheet Metal, Inc for Services Repairs for Transportation Services Department; A & G Electric for Service Repairs to Buildings for Transportation Services; All Star Environmental for Asbestos Removal at Fire Headquarters; Communications Engineering Company for City of Dubuque - Fiber Terminations at MFC; Dorner Company for Cla-Val Link2Valves Inspection/Cataloging; Dubuque Sign Company for Sign Replacement / Repairs for Transportation Services; Fransyl Equipment for Equipment Inspection & Repairs; Geisler Brothers Company for Hvac Repairs/Service to Buildings for Transportation Services; Grandview Painting for Interior Painting for Fire Headquarters; Haasco Ltd. for HVAC Replacement at Fire Hdq.; Jaeger Plumbing and Pump, Inc. for Environmental One (E-ONE) Sewage Pump Service Contract; Jaeger Plumbing and Pump, Inc. for Transportation - Service Repairs for Plumbing; Kinsella Concrete Construction for Concrete Replacement - Town Clock Plaza Area 6th and Main St.; MacQueen for Various repairs and service to fire equipment; Molo Plumbing & Heating for Plumbing Repairs to Buildings for Transportation Services; Woodman Controls Company for the Port Ramp Tech Support / Service Calls.

SUGGUESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. Advantage Sheet Metal
2. A&G Electric
3. All Star Environmental
4. Communications Engineering Company
5. Dorner Company
6. Dubuque Sign Company
7. Geisler Brothers
8. Fransyl Equipment
9. Grandview Painting

10. Haasco Ltd.
11. Jaeger Plumbing and Pump, Inc.
12. Jaeger Plumbing and Pump, Inc. - Transportation
13. Kinsella Concrete Construction
14. MacQueen
15. Molo Plumbing and Heating
16. Woodman Controls

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 46/53
Address: 949 Kerper Blvd
Dubuque, IA 52001
Phone #: 563-589-4196

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Advantage Sheet Metal, Inc (Vendor) of the City of
(Vendor Name)
1160 E 12th Street, Dubuque, IA 52001
(Vendor Address - City and State)

PROJECT TITLE: Service Repairs for Transportation Services Department

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):

The work described above shall be completed at the following location(s):
JOTC - 949 Kerper Blvd / Intermodal Facility - 950 Elm Street
Parking Ramps - Central Ramp, Port Ramp, Intermodal Ramp, 5th Street Ramp
Five Flags Ramp, Locust St Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before 6/30/2026 (DATE).

7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.

9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.

10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT $ 10,000.00

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF N/A % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 8/29/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

Advantage Sheet Metal, Inc
Company Name

By: Dennis M Willett 8-15-2025
Signature — Date

Dennis M Willett
Printed Name

President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: Dennis M Willett 8-15-2025
Signature — Date

Dennis M. Willett
Printed Name

President
Title

The following Special Conditions shall apply to this Project:

REV. 07/18

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 46/53
Address: 949 Kerper Blvd
Dubuque, IA 52001
Phone #: 563-589-4196

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

A & G Electric (Vendor) of the City of
(Vendor Name)
10501 Route 3, Dubuque, IA 52001
(Vendor Address - City and State)

PROJECT TITLE: Service Repairs to Buildings for Transportation Services

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):

The work described above shall be completed at the following location(s):
JOTC - 949 Kerper Blvd, Intermodal Facility - 950 Elm Street
Parking Ramps - Iowa Street, Five Flags, Intermodal Ramp, Central Ramp, Port Ramp
5th Street Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before 6/30/2026 (DATE).

7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.

9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.

10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT $ 20,000.00

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF N/A % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 8/28/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

A & G Electric
Company Name

By: Amanda Lange 8-11-2025
Signature — Date

Amanda Lange
Printed Name

Controller
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: n/a
Signature — Date

Printed Name

Title

The following Special Conditions shall apply to this Project:

REV. 07/18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cottingham & Butler
800 Main St.
Dubuque IA 52001

CONTACT NAME:
PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Assurance	24465
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED A&GELEC-01
Grobstick Electrical, Inc. d/b/a A & G Electric
10501 Rte 3
Dubuque IA 52001

COVERAGES **CERTIFICATE NUMBER:** 72905193 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP 1354538 00	12/1/2024	12/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CPP 1354098 01	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			UMB 1058717 00	12/1/2024	12/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCV 1041868 00	12/1/2024	12/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Dept: Fire
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4160

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and All Star Environmental (Vendor) at
(Vendor Name)
2622 Van Buren Street, Dubuque, Iowa 52001
(Vendor Address - City and State)

PROJECT TITLE: Asbestos Removal at Fire Headquarters
(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Asbestsos removal at Fire Headquarters

The work described above shall be completed at the following location(s):
Fire Headquarters, 11 West 9th Street, Dubuque, Iowa 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☑ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   June 30, 2026 .
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

   Check Appropriate Box
   ☑ Insurance Schedule G – Vendors
   ☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 8,800.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

9/2/25
Date

VENDOR:

All Star Environmental
Company Name

By: [signature]
Signature

8/26/2025
Date

Bruce Pregler
Printed Name

Owner
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated 8/26/2025.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque *Finance Department, 50 West 13th Street* Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

C) POLLUTION LIABILITY

Coverage required: X Yes ___ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
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.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: X Yes ___ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes X No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: X Yes ___ No

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.

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)

City of Dubuque
Dept: Engineering
50 W. 13th Street
Dubuque, IA 52001
Phone # 563.581.6141

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Communications Engineering Company (Vendor) at
(Vendor Name)
Dubuque, IA 52003
(Vendor Address - City and State)

PROJECT TITLE: City of Dubuque - Fiber Terminations at MFC

(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

-Install 1 new LC 12 strand fusion splice cassette in the basement of the MFC
-Install 1 new LC 12 strand fusion splice cassette on 2nd floor which will include 1 new Corning CCH- 01U fiber FDC
-Perform fusion splice terminations & testing

The work described above shall be completed at the following location(s):

Multicultural Family Center / Ruby Sutton Building

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☑ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   September 30, 2025 .
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☑ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 3,481.70

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 9/2/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Communications Engineering Company
Company Name

By: Chumley Hodgson Digitally signed by Chumley Hodgson DN: C=US, E=chodgson@CECInfo.com, O=CEC, OU=Service Product Manager, CN=Chumley Hodgson Date: 2025.08.26 08:49:07 -05'00' 6/26/2025
Signature — Date

Chumley Hodgson
Printed Name

Service Product Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated 8/20/2025.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

C) POLLUTION LIABILITY

Coverage required: ___ Yes X No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes X No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes X No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes X No

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.

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)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and 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.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

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

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

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

City of Dubuque
Dept: Water
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4291

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Dorner Company (Vendor) at
(Vendor Name)
N61 W23043 Silver Spring Dr. Sussex, WI 53089
(Vendor Address - City and State)

PROJECT TITLE: Cla-Val Link2Valves Inspection/Cataloging
(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Inspection, Valve cataloging, Preventative Maintenance Plan, and Personalized access to online database for control valves. Check functionality of each valve if possible if system and city agree it is safe to do so, confirm stroke, replace miscellaneous small fittings if needed, clean up valve tag. Each valve on the online data base will come with site photos of actual valve, service report with repair suggestions, GPS coordinates of each valve. Additional parts used during inspection will be added to order. A separate quote will be generated for repair and preventative maintenance suggestions. Cost is $3,500 per day cataloging and inspecting. Estimated 3 days required for 21 specialty valves.

The work described above shall be completed at the following location(s):

21 Specialty valve locations located throughout the City of Dubuque

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☐ Insurance Schedule G – Vendors
  ☑ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   12/14/2025 .
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

   Check Appropriate Box
   ☐ Insurance Schedule G – Vendors
   ☑ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 10,500

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 9/2/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

Dorner Company
Company Name

By: MBalsewicz 08/29/2025
Signature — Date

Michael Balsewicz
Printed Name

Controller
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT C

INSURANCE SCHEDULE J

1. Dorner Company shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #4281000061 or Project Location at Dubuque or construction of specialty valves.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and 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.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes X__ No

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

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 46
50 W. 13th Street
Dubuque, IA 52001
Phone #563-589-4196

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Dubuque Sign Company (Vendor) at
(Vendor Name)
210 Cedar Cross Rd, Dubuque, Iowa 52003
(Vendor Address - City and State)

PROJECT TITLE: Sign Replacement / Repairs for Transportation Services
(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Sign Replacement for Transportation Services

The work described above shall be completed at the following location(s):
Parking Ramps
Locust St Ramp, Iowa St Ramp, 5th St Ramp, Five Flags Ramp, Port Ramp, Central Ramp, Intermodal Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☐ Insurance Schedule G – Vendors
  ☑ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   6/30/2026 .
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☐ Insurance Schedule G – Vendors
☑ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 5,000.00

CITY OF DUBUQUE, IOWA

By: _____ 8/29/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

Dubuque Sign Company
Company Name

By: Katelyn Wolff Digitally signed by Katelyn Wolff Date: 2025.08.21 14:09:21 -05'00' 08/21/25
Signature — Date

Katelyn Wolff
Printed Name

Office Manager
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: Katelyn Wolff Digitally signed by Katelyn Wolff Date: 2025.08.21 14:09:56 -05'00' 08/21/25

Signature Date

Katelyn Wolff

Printed Name

Office Manager

Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated 08/_____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes ___ No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

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.

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)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and 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.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

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

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 46/53
Address: 949 Kerper Blvd
Dubuque, IA 52001
Phone #: 563-589-4196

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Geisler Brothers Company (Vendor) of the City of
(Vendor Name)
1500 Radford Road, Dubuque, Iowa 52002
(Vendor Address - City and State)

PROJECT TITLE: Hvac Repairs/Service to Buildings for Transportation Services

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):

The work described above shall be completed at the following location(s):
JOTC - 949 Kerper Blvd
Intermodal Facility - 950 Elm Street
Parking Ramps - Port Ramp, Intermodal Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before 6/30/2026 (DATE).

7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.

9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.

10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT $ 8,000.00

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF N/A % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 8/29/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

Geisler Brothers Company
Company Name

By: [signature] 8/5/2025
Signature — Date

Todd Geisler
Printed Name

President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: [signature] 8/5/2025
Signature — Date

Todd Geisler
Printed Name

President
Title

The following Special Conditions shall apply to this Project:

REV. 07/18

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: Parks & Recreation
Address: 2200 Bunker Hill Rd
Dubuque, IA 52001
Phone #: 563-589-4317

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Fransyl Equipment (Vendor) of the City of
(Vendor Name)
PO Box 408 Dickeyville, Wisconsin 53808-0408
(Vendor Address - City and State)

PROJECT TITLE: Equipment Inspection & Repairs

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):
Inspect and repair equipment

The work described above shall be completed at the following location(s):
at Fransyl Equipment (3750 Killian Lane, Kieler, WI 53812)

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before June 30, 2026 (Fiscal Year).
(DATE)

7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.

9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.

10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT $ 2500.00 - had to add amount. not obligation

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF N/A % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/07/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

X FRANSYL Equipment
Company Name

By: X Alan Ray 9-5-2025
Signature — Date

X ALAN RAY
Printed Name

X President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: _____ _____
Signature — Date

_____
Printed Name

_____
Title

The following Special Conditions shall apply to this Project:

REV. 07/18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Heller	
PWA Insurance Group, LLC 216 W Main St Ste 2 Mount Horeb WI 53572	PHONE (A/C, No, Ext): (608) 965-3005 FAX (A/C, No): (608) 965-3172 E-MAIL ADDRESS: lisa@pwa-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NAUTILUS INS CO	17370
INSURED	INSURER B: SOCIETY INS	15261
FRANSYL EQUIPMENT CO., INC. PO BOX 408 DICKEYVILLE WI 53808-0361	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	NN1818154	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WP24007116-24	04/01/2025	04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See ACORD 101

CERTIFICATE HOLDER

City of Dubuque Finance Department
50 W 13th St
Dubuque IA 52001

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
PWA Insurance Group, LLC		FRANSYL EQUIPMENT CO., INC.
POLICY NUMBER		
WP24007116-24, NN1818154		
CARRIER	NAIC CODE	EFFECTIVE DATE:
SOCIETY INS	15261,	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

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 are Additional Insured under the General Liability policy on a primary and non-contributory basis, a waiver of subrogation applies to the General Liability policy, with a 30-day written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and a 10-day written notice of non-payment of premium.

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POLICY NUMBER: NN1818154

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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):
City of Dubuque, all it's Employees and Volunteers 50 W 13th St, Dubuque, IA 52001
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

 © Insurance Services Office, Inc., 2012

POLICY NUMBER: NN1818154 COMMERCIAL GENERAL LIABILITY

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

City of Dubuque, all it's Employees and Volunteers
50 W 13th St,
Dubuque, IA 52001

The following is **added to 8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make for injury or damage caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or "your work" done under a written contract signed and dated by you and that person or organization and included in the "products-completed operations hazard". Such waiver by us applies only to the extent that you have waived your right of recovery against such person(s) or organization(s) prior to the loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other 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.

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Policy Number: WP24007116-24 - Active

Line of Business: Workers comp | Term: 4/1/2025 - 4/1/2026 | Carrier: Society Insurance Co | Full Term Premium: $1,396.00 | Source: Manual

Viewing Summary As Of: Today 08/19/2025

Click here for additional policy information.

CUSTOMER INFORMATION

Fransyl Equipment Co., Inc.
3750 KILIAN LN
KIELER,WI,53812

POLICY INFORMATION

Policy Number: WP24007116-24
Effective Date: 04-01-2025
Expiration Date: 04-01-2026
Total Premium: $1396.00
Policy Payor:

CARRIER INFORMATION

Carrier: Society Insurance Co
Writing Company: SOCIETY INS
NAIC: 15261

NAMED INSURED AS LISTED ON THE POLICY

Fransyl Equipment Co Inc
PO BOX 408
DICKEYVILLE, WI
538080361, United States

OTHER INFORMATION

Federal Employer ID Number: 391747663

COVERAGE LIMITS

Workers Compensation States: WI

Other States: —

Employers Liability

Limit Type	Limit
Bodily Injury by Accident - Each Accident	$1,000,000
Bodily Injury by Disease - Policy Limit	$1,000,000
Bodily Injury by Disease - Each Employee	$1,000,000

LOCATIONS

Location #	Address	City	State	Zip	County
1	3750 KILIAN LN	KIELER	WI	538127106	GRANT

RATING INFORMATION - WI EXPERIENCE OR MERIT MODIFICATION -

Location #	Class Code	Categories, Duties, Classifications	Est. Annual Remuneration/Payroll	Rate
1	8107	Contractors Machinery Dealer & Drivers	$37,200	2.81
1	8810	Clerical Office Employees NOC	$0	.16

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CREDITS & DISCOUNTS

Credit/Discount Description
Expense Constant

The summary information presented may be inaccurate. You should review your insured's policy for specific terms, conditions and exclusions. EZLynx does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information and data contained in this summary.

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Policy Number: NN1818154 - Active

Line of Business: Genl Liability | Term: 4/1/2025 - 4/1/2026 | Carrier: Risk Placement Services, Inc. | Full Term Premium: $4,830.00 | Source: Manual

Viewing Summary As Of: Today 08/19/2025

Click here for additional policy information.

CUSTOMER INFORMATION

Fransyl Equipment Co., Inc.
3750 KILIAN LN
KIELER,WI,53812

POLICY INFORMATION

Policy Number: NN1818154
Effective Date: 04-01-2025
Expiration Date: 04-01-2026
Total Premium: $4830.00
Policy Payor:

CARRIER INFORMATION

Carrier: Risk Placement Services, Inc.
Writing Company: ---
NAIC: ---

NAMED INSURED AS LISTED ON THE POLICY

Fransyl Equipment Co., Inc.
PO BOX 408
DICKEYVILLE, WI, 538080361, United States

COVERAGE LIMITS

Form Type: Commercial General Liability - Occurrence

Coverage	Limit of Liability	Deductible
General Aggregate	$2,000,000	---
Each Occurrence	$1,000,000	---
Products And Completed Operations	$2,000,000	---
Personal And Advertising Injury Liability	$1,000,000	---
Fire Damage/Damage to Rental Premises	$300,000	---
Medical Expense	$5,000	---
Property Damage	---	$1,000 Per Claim
Bodily Injury	---	$1,000 Per Claim

OTHER COVERAGES

Coverage	Limit of Liability	Deductible
Privacy Breach Coverage	$25,000	---
Privacy Breach	---	$1,000 Per Claim

CLASS CODES

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Loc#	Hazard#	Class Code	Class Description	Premium Basis	Exposure	Terr	Prem / Ops Rate	Prod Rate	Prem / Ops Prem	Prod Prem
1	1	97223	Machinery or Equipment - installation, servicing or repair	Payroll	20000	—	9.861	12.209	$197	$244
1	2	91591	Contractors - subcontracted work - other than construction-related work	Total Cost	if any	—	.977	5.726	$0	$0

ENDORSEMENTS AND/OR RESTRICTIONS

Limitation of Coverage Endorsement for the following Operations: Repair and service of hydraulics and buckets on boom/lift trucks

LOCATIONS

Loc#	Street Address	City / State / Zip	County
1	3750 KILIAN LN	KIELER, WI 538127106	GRANT

The summary information presented may be inaccurate. You should review your insured's policy for specific terms, conditions and exclusions. EZLynx does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information and data contained in this summary.

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City of Dubuque
Dept: Fire
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4160

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Grandview Painting (Vendor) at
(Vendor Name)
10381 Emberwood Drive, Dubuque, Iowa 52001
(Vendor Address - City and State)

PROJECT TITLE: Interior Painting for Fire Headquarters
(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Interior Painting for Fire Headquarters

The work described above shall be completed at the following location(s):
Fire Headquarters, 11 West 9th Street, Dubuque, Iowa 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☐ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: Schedule F

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before June 30, 2026 .
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

   Check Appropriate Box
   ☐ Insurance Schedule G – Vendors
   ☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 29,655.67

CITY OF DUBUQUE, IOWA

By: _____ 09/04/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Grandview Painting
Company Name

By: _____ 9/3/2025
Signature — Date

Logan Splinter
Printed Name

Owner
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

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

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #1315000008 Project name: HVAC Replacement Fire Hdq or Project Location at 11 West 9th Street 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 Fire 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,

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)

City of Dubuque
Dept: Fire
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4160

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Haasco Ltd. (Vendor) at
(Vendor Name)
PO Box 156, Dyersville, Iowa 52040
(Vendor Address - City and State)

PROJECT TITLE: HVAC Replacement at Fire Hdq.

Asbestos Clearance Sample (Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Asbestos Clearance Sample

The work described above shall be completed at the following location(s):
Fire Headquarters, 11 West 9th Street, Dubuque, Iowa 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☑ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   June 30, 2026 .
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

   Check Appropriate Box
   ☑ Insurance Schedule G – Vendors
   ☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 500.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/04/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Haasco Ltd.
Company Name

By: _____ 9/3/2025
Signature — Date

Thomas E Haas
Printed Name

President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated 9/3/2025_____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 “Designated Location(s) General Aggregate Limit.”
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS’ COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

C) POLLUTION LIABILITY

Coverage required: ___ Yes X__ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes X__ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes X__ No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes X__ No

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.

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)

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)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: September 5, 2025

RE: E-One Sewage Pump Service Contract

Attached is a vendor service agreement between the City of Dubuque and Jaeger Plumbing for on-call services, maintenance, inventory of City owned E-One Sewage Pumps.

It would be appreciated if you would sign the attached service agreement related to the E-One Pumps. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

City of Dubuque
Dept: _____
50 W. 13th Street
Dubuque, IA 52001
Phone #_____

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and
Jaeger Plumbing and Pump, Inc. (Vendor) at
(Vendor Name)
17500 John Deere Rd., Dubuque, IA 52001
(Vendor Address - City and State)

PROJECT TITLE: ENVIRONMENTAL ONE (E-ONE) SEWAGE PUMP SERVICE CONTRACT
(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Provide 24 Hour on-call service for the City owned E-One sewage pumps, control panels, Shut-off valves and 1 ¼" lateral force main from the pump to the common force main.

Install City owned "temporary" E-One pump while service work is being completed and reinstall serviced pump at its original location.

Notify City of damaged caused by property owner negligence.

Advise City on inventory needs. City will order new pumps and control panels as advised.

Maintain inventory & list of all E-One pumps and maintenance completed for each of the pumps.

Provide yearly inventory list, to the City Engineering Department, identifying serial number, street address and maintenance log of each pump. List to be submitted by June 30.

Provide billing that identifies the pump location, serial number, detailed parts and labor breakdown.

Provide and maintain insurance that meets or exceeds the requirements of the attached insurance schedule.

Kim Jaeger, Secretary

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

   Documents listed in **bold** should be attached to this document upon submission.

   - **Request for Proposal (or procurement documentation)**
   - This Contract;
   - Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
   - **The Vendor's Proposal**;
   - **Plans and Specifications**;
   - **General Requirements** as adopted by the City Council for the Project;
   - **Terms and Conditions (Exhibit A)**; and
   - **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
     Check Appropriate Box
     ☒ Insurance Schedule G – Vendors
     ☐ Insurance Schedule J – Professional Services
   - Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor Service Contract shall be in effect until June 30, 2026, at which point may be extended for one year.

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by

the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☒ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 16,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/07/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

JAEGER PLUMBING AND PUMP, INC.
Company Name

By: K Jaeger 09/04/2025
Signature — Date

Kim Jaeger
Printed Name

Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: _____ _____
Signature Date

_____
Printed Name

_____
Title

- Secretary

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

tary

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

Kim Jaeger - Secretary

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

Kim Jaeger - Secretary

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ___ Yes _x__ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes __x_ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes __x_ No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: _x__ Yes ___ No

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.

Ktext here

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)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 53/46
Address: 949 Kerper Blvd
Dubuque, IA 52001
Phone #: 563-589-4196

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Jaeger Plumbing & Pump, Inc (Vendor) of the City of
(Vendor Name)

17500 S John Deere Rd.
(Vendor Address - City and State)

PROJECT TITLE: Transportation - Service Repairs for Plumbing

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):

The work described above shall be completed at the following location(s):

JOTC - 949 Kerper Blvd

Intermodal Facility - 950 Elm Street

Parking Ramps - Central Ramp, Port Ramp, 5th St Ramp, Five Flags Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   6/30/2026
   (DATE)

7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.

9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.

10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT $ _2000.00_____

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF N/A % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/09/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Jaeger Plumbing & Pump, Inc
Company Name

By: K Jaeger 09/02/2025
Signature — Date

Kim Jaeger
Printed Name

Secretary
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: _____ _____
Signature — Date

_____
Printed Name

_____
Title

The following Special Conditions shall apply to this Project:

REV. 07/18

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Dept: Parks and Recreation
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4263

CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN $100,000.00

Check Appropriate Box
☑ Estimate under $25,000.00
☐ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Kinsella Concrete Construction (Contractor) at
(Contractor Name)
12619 Westmont Heights, Peosta IA 52068
(Contractor's Address - City and State)

PROJECT TITLE: Concrete Replacement- Town Clock Plaza Area 6th and Main St
(Project)

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:
Remove and replace concrete sections of Park sitting area.

The work described above shall be completed at the following location(s):
Town Clock Plaza area- 6th and Main St.

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other_____.

Is the project over $25,000.00?

☐ Yes ☑ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.

4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.

5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time 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 time, as provided in Iowa Code Chapter 573. The City shall 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 shall 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 and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.

7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before
September 30, 2025
(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.

13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County

14. The City is exempt from federal excise tax and Iowa sales tax.

15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.

16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.

17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.

18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

☐ 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.

☑ 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 AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: $ 7,250

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 09/04/2025
Michael C. Van Milligen — Date
City Manager

CONTRACTOR:

Kinsella Concrete Construction
Company Name

By: Lee Kinsella 9-4-25
Signature — Date

Lee Kinsella
Printed Name

Owner.
Title

EXHIBIT A

CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa 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 No. 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 can be found at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A paper copy is available upon request from the City of Dubuque Engineering Department.

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 years after the termination of the Consent Decree, the City shall retain, and shall 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 requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall 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 shall 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 shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, 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 No. 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.

The Contractor or Consultant 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 or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant:_____

By:_____

Its:_____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we,_____, as Principal (hereinafter the "Contractor" or "Principal") and_____ _____, 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 _____ dollars ($_____), 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 _____ day of _____, 20___, (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 _____ Project detail the following described improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

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 agreed 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, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

_____
Contractor

By: _____
Signature

_____
Printed Name

_____
Title

FORM APPROVED BY:

_____
Representative for Owner

SURETY:

_____
Surety Company

By:_____
Signature Attorney-in-Fact Officer

_____
Printed Name of Attorney-in-Fact Officer

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
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.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at 6th and Main St _____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 Parks and Recreation 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.

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 X No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, 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 X 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Dept: Fire
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-589-4160

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and MacQueen (Vendor) at
(Vendor Name)
8762 Louisiana Street, Ste. D, Merrillville, IN 46410
(Vendor Address - City and State)

PROJECT TITLE: Various repairs and service to fire equipment
(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Various repairs and service to fire equipment

The work described above shall be completed at the following location(s):
Fire Headquarters, 11 West 9th Street, Dubuque, Iowa 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☑ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   June 30, 2026
   _____.
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

   Check Appropriate Box
   ☑ Insurance Schedule G – Vendors
   ☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ Up to $10,000

CITY OF DUBUQUE, IOWA

By: _____ 09/07/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

MacQueen
Company Name

By: _____ 9/4/2025
Signature — Date

Samantha Endres
Printed Name

Chief Finacial Officer
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated 9/4/2025.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

C) POLLUTION LIABILITY

Coverage required: ___ Yes X No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes X No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes X No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes X No

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.

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)

D) UMBRELLA/EXCESS LIABILITY $1,000,000

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.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes X No

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 46/53
Address: 949 Kerper Blvd
Dubuque, IA 52001
Phone #: 563-589-4196

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Molo Plumbing & Heating (Vendor) of the City of
(Vendor Name)
123 Southern Ave, Dubuque, Iowa 52003
(Vendor Address - City and State)

PROJECT TITLE: Plumbing Repairs to Buildings for Transportation Services

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for (the Project):

The work described above shall be completed at the following location(s):
JOTC - 949 Kerper Blvd
Intermodal Facility - 950 Elm Street
Parking Ramps - Central Ramp, Port Ramp, 5th Street Ramp, Five Flags Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before 6/30/2026 (DATE).

7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.

9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.

10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT $ 2,000.00

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF N/A % OF THE ABOVE LISTED ESTIMATED AMOUNT

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 8/29/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

Molo Plumbing & Heating
Company Name

By: Blake R. Molo 8-11-25
Signature — Date

Blake R. Molo
Printed Name

Second Vice President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: _____ _____
Signature — Date

_____
Printed Name

_____
Title

The following Special Conditions shall apply to this Project:

REV. 07/18

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque
Dept: 46
50 W. 13th Street
Dubuque, IA 52001
Phone #563-589-4196

CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Woodman Controls Company (Vendor) at
(Vendor Name)
11009 Aurora Ave, Urbandale, IA 50322
(Vendor Address - City and State)

PROJECT TITLE: Port Ramp Tech Support / Service Calls

(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Tech Support / Service calls for Port Ramp

The work described above shall be completed at the following location(s):
Parking Ramp - Port Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☐ Insurance Schedule G – Vendors
  ☑ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   6/30/2026
   _____.
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☐ Insurance Schedule G – Vendors
☑ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 5,500.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 8/29/25
Michael C. Van Milligen — Date
City Manager

VENDOR:

Woodman Controls Company
Company Name

By: _____ 8/20/25
Signature — Date

Steve Heun
Printed Name

President
Title

VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:

By: _____ 8/20/25
Signature Date

Steve Heun
Printed Name

President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

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

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

Coverage required: ___ Yes ___ No

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

F) UMBRELLA/EXCESS $1,000,000

Coverage required: ___ Yes ___ No

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.

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)

EXHIBIT C

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and 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.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

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

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes ___ No

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

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

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

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	Eastern Iowa Excavating & Concrete, LLC for the Auburn-Custer Utility and Roadway Reconstruction; Top Grade Excavating, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 2; Tschiggfrie Excavating for the North Schmitt Island Collection System Project - Contract #1.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. North Schmitt Island Collection System Project Contract 1
2. Auburn Custer Utility and Roadway Project
3. Old Mill Road Lift Station Phase 2

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 19th 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 Tschiggfrie Excavating (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 **NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1**.

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.1 through No.5 (05 pages) or drawings consisting of sheets bearing the following general title:
          NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1
      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. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages ____ to ____ inclusive).

    b. Bidder Status Form (Section 00460).

    c. The following documentation that must be submitted by Contractor prior to Notice of Award.

    i. Contractor Background Information Form (Section 00471)

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

_____ CITY _____ CONTRACTOR

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

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

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

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

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

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

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

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

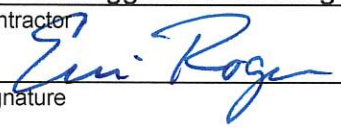
2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Tschiggfrie Excavating
Contractor

By: 
Signature

ErinRogers
Printed Name

General Superintendent
Title

08/25/25
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 $ 248,560.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

8/25/2026
Date

CONTRACTOR:

Tschiggfrie Excavating
Contractor

By: Erin Rogers
Signature

Erin Rogers
Printed Name

General Superintendent
Title

08/25/25
Date

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

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Tschiggfrie Excavating, as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two hundred forty-eight thousand, five hundred sixty dollars ($248,560.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 19th 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 NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1 detail the following described improvements:

> This project entails the installation of approximately 200 linear feet of sanitary sewer piping and two manholes along the north side of Chaplain Schmitt Island, supporting the forthcoming Key Hotel Expansion in Dubuque, Iowa. Construction activities will include targeted excavation within a historic landfill area to support the sanitary sewer improvements.

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. 5521000015

Witness our hands, in triplicate, this 19th day of August, 2025.

SURETY COUNTERSIGNED BY:

N/A
Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Tschiggfrie Excavating Co.
Contractor

By: [signature]
Signature

Ty Malcom
Printed Name

Corporate Secretary
Title

FORM APPROVED BY:

[signature]
Representative for Owner

SURETY:

Employers Mutual Casualty Company
Surety Company

By: [signature]
Signature Attorney-in-Fact Officer

Kate Zanders, Attorney-in-Fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

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 ====

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Grace Dickinson, Zach Fuller

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th , 2025 , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of August , 2025 .

Ryan J. Springer Vice President

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

AUBURN-CUSTER UTILITY AND ROADWAY RECONSTRUCTION

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 19th 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 Eastern Iowa Excavating & Concrete, LLC (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 **AUBURN-CUSTER UTILITY AND ROADWAY RECONSTRUCTION**

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.S.10 (66 pages) bearing the following title:

          AUBURN-CUSTER UTILITY AND ROADWAY RECONSTRUCTION

      12. Addenda (numbers __ to __ , inclusive).
      13. Insurance Provisions and Requirements (Section 00700).
      14. Sales Tax Exemption Certificate (Section 00750).
      15. Construction Schedule and Agreed Cost of Delay (Section 00800).
      16. Erosion Control Certificate (Section 00900).

17. Consent Decree (Section 01000).
18. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid
    b. Bidder Status Form (Section 00460).
    c. The following documentation that must be submitted by Contractor prior to Notice of Award.
    d. Contractor Background Information Form (Section 00471)
19. 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.

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 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. [X] 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.

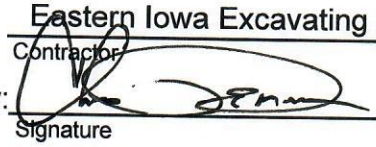
2. All work performed will be in conformity with the provisions of the Consent Decree.

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:

Eastern Iowa Excavating & Concrete, LLC
Contractor

By: 
Signature

Chad Demmer
Printed Name

Owner
Title

8-21-2025
Date

THE CITY AGREES:

1. 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 $ 1,276,680.60

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

08/25/2025
Date

CONTRACTOR:

Eastern Iowa Excavating & Concrete, LLC
Contractor

By: _____
Signature

Chad Demmer
Printed Name

Owner
Title

8-21-2025
Date

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

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Excavating & Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One million, two hundred seventy-six thousand, six hundred eight dollars and sixty cents ($1,276,680.60), 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 19th 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 Auburn-Custer Utility and Roadway Reconstruction detail the following described improvements:

> This project involves the reconstruction of Custer Street and a section of Auburn Street in the City of Dubuque, Iowa. The scope of work includes the installation of 2,075 lineal feet of new curb and gutter, placement of 1,335 tons of 6-inch asphalt pavement, 638 square yards of PCC sidewalk, replacement of 1,111 lineal feet of sanitary sewer, 1,142 lineal feet of water main, 514 lineal feet of storm sewer, erosion control, and other necessary measures to complete the work.

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.

CIP # 5581500008-611, 5586500040-621, 5521000057-301, 4281000022

Witness our hands, in triplicate, this 20th day of August, 2025.

SURETY COUNTERSIGNED BY:

N/A
Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Eastern Iowa Excavating & Concrete, L.C.
Contractor

By:
Signature

Chad Demmer, Owner
Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:
Signature Attorney-in-Fact Officer

Grace Dickinson, Attorney-in-Fact & IA Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

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,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Craig E Hansen; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

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 o 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 11th day of August , 2025 .

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

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of August 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.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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 **20th** day of **August** , **2025** .

Secretary

POA 0018 (5/25)

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between ***CITY OF DUBUQUE, IOWA***

(hereinafter called OWNER) and ***TOP GRADE EXCAVATING, INC.***

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 2

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CONTRACT IDNR SRF #W2021-0394A

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER has retained Strand Associates, Inc.® (“ENGINEER”) to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before October 16, 2026, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 18, 2026.

4.03 Agreed Costs of Delay

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 4 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as agreed costs of delay that does not result in adjustment of the contract time pursuant to Section 14.05 of the General Conditions (but not as a penalty), CONTRACTOR shall pay to OWNER the following daily charge:

CONTRACTOR shall pay to OWNER agreed costs of delay of $2,000 per day.

Agreed costs of delay shall be applied separately to each of the substantial and final completion dates.

B. The CONTRACTOR and the CONTRACTOR's surety shall be liable for and shall pay the OWNER for any extra costs for engineering or architectural services, construction observation services and related expenses, and attorney's fees necessitated by the delayed prosecution of the work by the CONTRACTOR beyond the date of Final Completion required by the Agreement. Such costs are in no way a penalty, but represent additional expenses to the OWNER caused by the CONTRACTOR's delay in completing the Work.

C. Agreed costs of delay will be assessed as follows:

1. Completion Date Contracts.

The amount of agreed costs of delay specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed cost of delay, for each calendar day that any work remains uncompleted beyond the Completion Date or any extension authorized by OWNER. Assessment of cost of delay will be based only on the number of calendar days required to complete the contract beyond the completion date, plus authorized extensions.

The final payment will be withheld until the amount of agreed costs of delay are agreed upon.

This provision for the assessment of the agreed costs of delay for failure to complete work within the contract period does not constitute a waiver of the OWNER's right to collect any additional damages other than time delays which the OWNER may sustain by failure of the CONTRACTOR to carry out the terms of the contract.

4.04 Delays to Contractor and Extension of Time

A. If CONTRACTOR is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of OWNER, or other causes not the fault of and beyond control of OWNER and CONTRACTOR, then CONTRACTOR shall be entitled to an equitable adjustment in Contract Times, if such adjustment

is essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment shall be CONTRACTOR's sole and exclusive remedy for the delays described in this Paragraph.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows, subject to adjustment under the Contract:

ELEVEN MILLION, SEVEN HUNDRED SEVENTY-NINE THOUSAND, FIVE HUNDRED FORTY DOLLARS AND 65/100 ($11,779.540.65)

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraph 6.02.B below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

B. Retainage: OWNER shall retain an amount equal to 5% of each progress payment application. The 5% retainage shall be withheld from all applications for progress payments until 100% of the work is complete. All punchlist items shall be finished before the work shall be deemed 100% complete. CONTRACTOR shall not submit an application for progress payment that indicates a work item as being 100% complete based on a claim that the retainage withholding amount covers the cost of the outstanding work included on the punchlist.

1. Retained funds shall be retained by OWNER for a period of 30 calendar days after the completion and final acceptance of the improvements by OWNER. If at the end of the 30 calendar day period claims are on file as provided in Iowa Code Ch. 573, OWNER shall also continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file and the Work is complete, the entire unpaid fund shall be released and paid to CONTRACTOR.

2. Upon Substantial Completion of all Work, however, and in accordance with Iowa Code 573.28, CONTRACTOR may request the release of all or part of the retained funds owed. The request shall be accompanied by a sworn statement of CONTRACTOR that, ten calendar days prior to filing the request, notice was given as required to all known subcontractors, sub-subcontractors, and suppliers.

a. Prior to applying for release of retained funds, CONTRACTOR shall send a notice to all subcontractors, sub-subcontractors, and suppliers that provided labor or materials for the public improvement project. the notice shall be substantially similar to the following:

"NOTICE OF CONTRACTOR'S REQUEST FOR EARLY RELEASE OF RETAINED FUNDS

You are hereby notified that [name of CONTRACTOR] will be requesting an early release of funds on a public improvement project designated as [name of project] for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code section 573.28. The request may be filed with the [name of governmental entity or department] after ten calendar days from the date of this notice. The purpose of the request is to have [name of governmental entity or department] release and pay funds for all work that has been performed and charged to [name of governmental entity or department] as of the date of this notice. This notice is provided in accordance with Iowa Code section 573.28."

b. If at the time of the request for the release of the retained funds labor or material are yet to be provided, an amount equal to two hundred percent of the value of the labor or materials yet to be provided, as determined by ENGINEER, may be withheld until such labor or materials are provided.

3. CONTRACTOR shall release retained funds to subcontractor or subcontractors in the same manner as retained funds are released to CONTRACTOR by OWNER. Each subcontractor shall pass through each lower tier subcontractor all retained fund payments from CONTRACTOR.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First:	WRITTEN AMENDMENTS
Second:	CHANGE ORDERS/FIELD ORDERS/WORK CHANGE DIRECTIVES
Third:	ADDENDA
Fourth:	AGREEMENT
Fifth:	SUPPLEMENTARY CONDITIONS
Sixth:	GENERAL CONDITIONS
Seventh:	SPECIFICATIONS
Eighth:	DRAWINGS

For categories that have the same order of precedence, the document that includes the latest date shall control. Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.

E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-***11***, inclusive);

2. Performance, Payment and Maintenance Bond (pages 00 60 00-1 through 00 60 00-5, inclusive);

3. Out-of-State Contractor Bond (page 00 60 10, inclusive);

4. Other bonds

a. ***NA*** (pages ***NA*** to ***NA*** , inclusive);

b. ***NA*** (pages ***NA*** to ***NA*** , inclusive);

c. ***NA*** (pages ***NA*** to ***NA*** , inclusive);

5. General Conditions (pages ~~00 72 00-~~1 through ~~00 72 00-~~***85***, inclusive);

6. Specifications as listed in the table of contents of the Project Manual;

7. Drawings–Sheets No. ***1*** through No. ***15***

inclusive incorporated herein by reference with each sheet bearing the following general title:

OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 2,

CONTRACT IDNR SRF #W2021-0394A, CITY OF DUBUQUE, IOWA

as well as drawings listed in the table of contents that are bound at the back of these specifications.

8. Addenda (***NO. 1, DATED APRIL 28, 2025; NO. 2, DATED MAY 30, 2025; AND NO. 3, DATED MAY 13, 2025***).

9. Consent Decree agreement per Case No. 2:1-CV-01011-EJM Document 6, dated June 27, 2011, located at the end of the Agreement.

10. Exhibits to this Agreement (enumerated as follows:)

a. CONTRACTOR's Bid (pages ***00 41 00-1*** to ***00 41 00-28***);

b. Documentation submitted by CONTRACTOR prior to Notice of Award

(_____);

c. (***EROSION CONTROL CERTIFICATION, PAGE 00 55 51-1*** _____);

11. Special Attachments as follows:

a. Sales and Use Tax Exemption Certificate.

b. Consent Decree.

c. Schedule F Insurance Requirements.

d. Safety Requirements.

e. Permits.

12. The following may be delivered or issued on or after the Effective Date of the Contract:

a. Notice to Proceed (page ***00 55 00-1***, inclusive);

b. Work Change Directives (not attached to this Agreement);

c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment,

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR's Certifications

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means the intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

10.07 Attorney's Fees

A. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on June 20th, 2025 (which is the Effective Date of the Contract).

OWNER ***CITY OF DUBUQUE, IOWA***

Michael Van Milligen City Manager (Seal)
Signature and Title

ATTEST:

By: Adrienne N. Breitfelder City Clerk
Signature and Title

Address for Giving Notices:

Name: City of Dubuque - Engineering

Street: 50 W 13th St

City, State, Zip Code: Dubuque, IA 52001

Phone: 563-589-4270

Facsimile:

E-mail: engineer@cityofdubuque.org

Designated Representative: Todd Irwin 563-589-4278 tirwin@cityofdubuque.org

CONTRACTOR Top Grade Excavating Inc.

Ben Kramer Vice President (Seal)

Signature and Title

ATTEST:

By: Adam Gilroy Controller

Signature and Title

Address for Giving Notices:

Name:	Top Grade Excavating Inc.
Street:	971 9th Ave NW
City, State, Zip Code:	Farley, IA. 52046
Phone:	563-744-3416
Facsimile:	855-884-2769
E-mail:	bkramer@tgexcavating.com
Designated Representative:	Ben Kramer
License No.:	N/A (Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, Adam Young (Print Name), certify that I am the Controller (Title of Individual Signing this Certificate)

of the corporation named as CONTRACTOR herein above; that Ben Kramer (Print Name of Officer Signing Agreement),

who signed the foregoing Agreement on behalf of CONTRACTOR was then Vice President (Title of Officer Signing Agreement) of said corporation; that said Agreement was duly signed

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Adam Young

(Corporate Seal)

END OF SECTION

CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SANITARY SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER COLLECTION SYSTEM UNLESS COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa 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 No. 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 can be found at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A paper copy is available upon request from the City of Dubuque Engineering Department.

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 years after the termination of the Consent Decree, the City shall retain, and shall 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 requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall 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 shall 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 shall deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR OR CONSULTANT

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, 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 No. 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.

The Contractor or Consultant 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 or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: Top Grade Excavating

By: Ben Kramer

Its: Vice President

Date: 08/20/2025

Return signed copy to:

Deron Muehring
Civil Engineer
City Hall - Engineering Department
50 W. 13th Street
Dubuque, IA 52001

SECTION 00 55 00

NOTICE TO PROCEED

Dated: _____

TO: ***TOP GRADE EXCAVATING, INC.***
(CONTRACTOR)

ADDRESS: ***971 9TH AVENUE NORTHWEST***
FARLEY, IA 52046

PROJECT: ***OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 2***

OWNER'S CONTRACT NO.: ***IDNR SRF #W2021-0394A***

CONTRACT FOR: ***CITY OF DUBUQUE, IOWA***
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 2,
CONTRACT IDNR SRF #W2021-0394A
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above Contract will commence to run on _____ day of _____, 20___. On that date, you are to start performing your obligations under the Contract Documents.

Before you may start any work at the site, Paragraph 2.01.B of the General Conditions provides that you and OWNER must each deliver to each other (with copies to ENGINEER and other identified additional insureds) certificates of insurance, copies of endorsements, and other evidence of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must _____

_____

_____

_____

(Add Other Requirements)

CITY OF DUBUQUE, IOWA
(OWNER)

By: _____
(Authorized Signature)

_____
(Title)

END OF SECTION

SECTION 00 55 51

EROSION CONTROL CERTIFICATION

Dated: _____

City: ***CITY OF DUBUQUE, IOWA***

Address: ***50 WEST 13TH STREET***

DUBUQUE, IA 52001

Project: ***OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 2***

Contract No.: ***IDNR SRF #W2021-0394A***

Description: ***CITY OF DUBUQUE, IOWA, OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 2, CONTRACT IDNR SEF #2021-0394A***

I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activities from the construction site and as detailed in the Contract Documents. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the project site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

I agree to indemnify and hold the City harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and costs of litigation, including, but not limited to, reasonable attorneys fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by CONTRACTOR for storm water pollution and erosion control.

Fines and other costs incurred against the City for CONTRACTOR's failure to provide the required erosion control practices will be paid by CONTRACTOR.

CONTRACTOR: Top Grade Excavating

By: _____
(Authorized Signature)

Vice President
(Title)

END OF SECTION

Bond No. 2369236

SECTION 00 60 00

OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 2
IDNR SRF #W2021-0394A
CITY OF DUBUQUE, IOWA

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Top Grade Excavating, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Swiss Re Corporate Solutions America Insurance Corporation, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "the 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 Eleven Million Seven Hundred Seventy Nine Thousand Five Hundred Forty and 65/100 dollars ($ 11,779,540.65), 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 20th day of June, 2025, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Old Mill Road Lift Station and Force Main Project–Phase 2, IDNR SRF #W2021-0394A.

Project consists of the construction of 7,000 LF of 30-inch-diameter PVC force mains, two air release valve structures, one junction structure, and modifications to the Water and Resource Recovery Center's Screening Building and Grit Facilities. Construction of the force main and force main structures will include the site development work consisting of; asphalt pavement, 3,600 LF of fiber optics, vegetative surface restoration, and other miscellaneous elements. The Project will have two 8-foot by 8-foot manholes, 423 LF of 54-inch-diameter RPC gravity sewer, 180 LF of bored 42-inch-diameter steel casing with 30-inch-diameter PVC carrier pipe, and three 72-inch-diameter manholes.

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.

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 above referenced improvements, 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 within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship 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 agreement 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 to the Contractor in which to perform the Contract;

B. To consent without notice to any change in the Contract or Contract Documents, 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 20% of the total contract price, and that this bond shall then be released as to such excess increase; and

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 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 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 the Iowa District Court for 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.

Witness our hands, in triplicate, this 20th day of June, 2025.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Top Grade Excavating, Inc.
Contractor

By: Ben Kuhn
Signature

Vice President
Title

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation
Surety Company

By: Kate Zanders
Signature Attorney-in-Fact Officer

Kate Zanders, Attorney-in-Fact/Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

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 seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.
4. 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.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, ANNE CROWNER, TIM McCULLOH
DIONE R. YOUNG, SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD, GRACE DICKINSON, AND JAMIE GIFFORD
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By_____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 11TH day of DECEMBER, 20 24

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11TH day of DECEMBER, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 25, 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this____day of_____, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 14.

ITEM TITLE:	Request to Temporarily Increase WRRC Employee Complement to add an Equipment Mechanic
SUMMARY:	City Manager recommending City Council authorization to temporarily increase the Water & Resource Recovery Center's (WRRC) authorized employee complement by one Equipment Mechanic position.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo to MVM, Temporary FTE Increase, Equipment Mechanic, 9-9-25

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request to Temporarily Increase WRRC Employee Complement to Add an Equipment Mechanic

DATE: September 10, 2025

Water and Resource Recovery Center Director Deron Muehring is recommending City Council authorization to temporarily increase the Water & Resource Recovery Center's (WRRC) authorized employee complement by one Equipment Mechanic position. This increase in 1.0 FTEs will allow the WRRC to hire a permanent Equipment Mechanic immediately to maintain staffing continuity until the retirement of a current Equipment Mechanic, anticipated in the summer of 2026. At that time, the WRRC complement will return to its current level through attrition, with the newly hired employee continuing in the Equipment Mechanic role.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Deron Muehring, Water & Resource Recovery Center Director
Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, Chief Financial Officer
Willie O'Brien, WRRC Plant Manager

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TO: Michael Van Milligen, City Manager

FROM: Deron Muehring, Water & Resource Recovery Center Director

SUBJECT: Request to Temporarily Increase WRRC Employee Complement to Add an Equipment Mechanic

DATE: September 9, 2025

INTRODUCTION

The purpose of this memorandum is to request authorization to temporarily increase the Water & Resource Recovery Center's (WRRC) authorized employee complement by one Equipment Mechanic position. This increase in 1.0 FTEs will allow the WRRC to hire a permanent Equipment Mechanic immediately to maintain staffing continuity until the retirement of a current Equipment Mechanic, anticipated in the summer of 2026. At that time, the WRRC complement will return to its current level through attrition, with the newly hired employee continuing in the Equipment Mechanic role.

BACKGROUND

The Water & Resource Recovery Center (WRRC) currently has two Equipment Mechanic positions (2.0 FTEs) in its authorized personnel complement. Effective August 11, 2025, one of these positions became vacant when an Equipment Mechanic was promoted to Maintenance Lead. The WRRC's remaining Equipment Mechanic has announced plans to retire in the summer of 2026.

Equipment Mechanics play a critical role in maintaining reliable operations at the WRRC and across the City's 21 sanitary sewer lift stations. Their responsibilities include preventive maintenance activities such as inspections, lubrication, and alignments; servicing pumps, blowers, centrifuges, digesters, and HVAC systems across multiple buildings; supporting electrical and control systems, including SCADA-connected equipment; and responding to emergency repairs on critical systems. The maintenance team also coordinates vendor and contractor work, and supports capital projects through equipment installation, tie-ins, and system integration. These wide-ranging duties are essential to ensuring compliance with regulatory requirements and safeguarding the health and safety of the community.

DISCUSSION

When looking to fill the vacant Equipment Mechanic position, it is important to acknowledge the impending retirement of the current Equipment Mechanic and plan accordingly. One option considered is to move forward with the hiring process now to add a third Equipment Mechanic, recognizing both the vacancy and the anticipated loss of the

current incumbent through retirement. The primary benefit to the City adding a third equipment mechanic is the assurance of a seamless transition in critical maintenance staffing. By temporarily authorizing three Equipment Mechanic positions, the WRRC will be able to hire and train two new Equipment Mechanics to work alongside the current Equipment Mechanic. This overlap period would ensure that when the incumbent Equipment Mechanic retires next summer, the WRRC will continue to have two fully trained and experienced mechanics on staff. If the City waits to fill the impending vacancy until after the retirement, the WRRC will experience diminished capacity to perform the necessary maintenance to keep treatment systems operational.

In addition to providing continuity, a temporary third position will also enable the WRRC to make progress on addressing its backlog of maintenance issues. Some of this backlog involves equipment that is currently out of service and backup systems that are not fully functional. Addressing these needs is important to ensure that both primary and redundant systems are available when needed. With three Equipment Mechanics for a limited period, the WRRC will be able to reduce this backlog, restore equipment to service, and strengthen overall system reliability. This proactive effort enhances resiliency against process interruptions that could otherwise result in costly emergency repairs or permit violations.

Both Equipment Mechanic positions are expected to be filled by November 1. As a result, roughly one third of the fiscal year will have passed with one position vacant, generating approximately $24,000 in unspent salary savings that can be applied toward the cost of temporarily maintaining three Equipment Mechanics. In addition, the part-time Maintenance Supervisor position — budgeted at 0.25 FTEs and $24,000 annually — is projected to expend only about half of its allocation, producing another $12,000 in savings. Together, these personnel savings total $36,000. The cost of employing a third Equipment Mechanic from November through June (eight months) is estimated at $48,000. The remaining $12,000 required to support this temporary position in FY26 will be covered through a reduction in the WRRC’s equipment maintenance and repair budget, which is funded at $548,886 for FY26.

In FY27, funding for the temporary third Equipment Mechanic would only be required for a portion of the year, up to 8% of the annual cost, as the position will be reduced through attrition following the anticipated retirement in early August. As a result, the FY27 budget will reflect 2.08 FTEs for Equipment Mechanics to account for the additional funding needed during the first month of the fiscal year. The incremental cost in FY27 is estimated at approximately $6,000. In FY28, the WRRC’s authorized complement will return to 2.0 FTEs for Equipment Mechanics.

RECOMMENDATION

I recommend a temporary increase in the WRRC’s authorized employee complement to three Equipment Mechanics until reduced by attrition following an anticipated retirement in the summer of 2026. This action will allow the WRRC to ensure continuity of operations through an overlap and training period and return the authorized complement to two Equipment Mechanics once the retirement occurs.

BUDGET IMPACT

Increasing the number of Equipment Mechanics from two to three starting in November of 2025 and ending in August of 2026 will require $48,000 in FY26 and $6,000 in FY27. The additional expense in FY26 will be accomplished using existing funding. It will result in an increase of $6,000 in FY27 WRRC budget. The funding breakdown is outlined in the table below.

Description	Fund	Amount
FY26 Equipment Mechanic Savings	610-43-0000-80-815-4302-00-01-60200	$24,000
FY26 Maintenance Supervisor Savings	610-43-0000-80-815-4302-00-01-60100	$12,000
FY26 Equip. Maint. & Repair Budget	610-43-0000-80-815-4302-00-01-63400	$12,000
FY27 0.08 FTE Increase	610-43-0000-80-815-4302-00-01-60200	$6,000

ACTION REQUESTED

I respectfully request that the City Council authorize a temporary increase in the Water & Resource Recovery Center's authorized employee complement to three Equipment Mechanics, effective upon approval. This increase will remain in place until reduced by attrition following the anticipated retirement in the summer of 2026, at which time the complement will return to two Equipment Mechanics.

Cc: Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, Chief Financial Officer
Willie O'Brien, WRRC Plant Manager

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 15.

ITEM TITLE:	Authorization to Submit FY25/PY24 Community Development Block Grant CAPER
SUMMARY:	City Manager recommending City Council adopt a resolution authorizing submission to HUD of the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2024, through June 30, 2025. **RESOLUTION** Authorizing The Submission Of A Consolidated Annual Performance And Evaluation Report (CAPER) For The Period Commencing July 1, 2024 And Concluding June 30, 2025
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. FY25/PY24 Consolidated Annual Performance and Evaluation Report (CAPER)

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Authorization to Submit FY25/PY24 Community Development Block Grant CAPER

DATE: September 9, 2025

Interim Housing & Community Development Director Sandra Fowler is recommending City Council adopt a resolution authorizing submission to HUD of the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2024, through June 30, 2025. The report includes activities for the Community Development Block Grant (CDBG) Program and is due September 30, 2025, 90 days after the end of the reporting period.

Recommendation of approval was approved at the Public Hearing of the Community Development Advisory Commission at their September 3, 2025 meeting.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandra Fowler, Interim Housing & Community Development Director

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TO: Michael C. Van Milligen, City Manager

FROM: Sandra L. Fowler, Interim Housing and Community Development Director

SUBJECT: Authorization to Submit FY25/PY24 Community Development Block Grant CAPER

DATE: September 8, 2025

Introduction
The purpose of this memorandum is to request City Council approval of a resolution authorizing submission to HUD of the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2024 through June 30, 2025. The report includes activities for the Community Development Block Grant (CDBG) Program and is due September 30, 2025, 90 days after the end of the reporting period.

Discussion
The U.S. Department of Housing and Urban Development (HUD) requires annual submittal of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER includes a narrative and numerous reports detailing how the city used its federal funds during the most recently completed program year. It provides a description of each activity for which funds were budgeted as well as information on activity accomplishments. The CAPER is submitted to the Community Planning and Development program office of HUD through HUD's Integrated Disbursement and Information System (IDIS). IDIS is a nationwide database the city is required to use to provide HUD with current information regarding CDBG activities.

HUD regulations require the report be made available to citizens in time to comment prior to submission to HUD. A public notice was published in the Telegraph Herald on Friday, August 15th, 2025 announcing a public hearing for the CAPER. The public hearing was held on Wednesday, September 3rd, 2025 at the Community Development Advisory Commission meeting. Minutes noting that no public comments were received at the meeting are required to be included as an attachment to the CAPER prior to submission to HUD.

The CAPER was prepared from data supplied by various City departments, organizations, and agencies who utilized CDBG funds over the twelve-month period ending June 30, 2025. A copy is attached for your review. The report is submitted to HUD in draft form until HUD approval is received.

Recommendation
I respectfully request that the City Council approve the attached resolution, directing staff to submit the Consolidated Annual Performance and Evaluation Report (CAPER) for July 1, 2024 to June 30, 2025 to the U.S. Department of Housing & Urban Development Community Planning Division after recommendation of approval at the public hearing at the Community Development Advisory Commission Meeting held on September 3, 2025.

Prepared by: Mary Bridget Corken-Deutsch, Community Development Specialist

Prepared by Mary Bridget Corken-Deutsch, Community Development Specialist, 350 W. 6th St, Dubuque, IA 52001, (563) 690-6094
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-2025

RESOLUTION AUTHORIZING THE SUBMISSION OF A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE PERIOD COMMENCING JULY 1, 2024 AND CONCLUDING JUNE 30, 2025.

Whereas, the City of Dubuque, Iowa, is an entitlement grant recipient under the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD); and

Whereas, the CDBG regulations require each entitlement recipient must submit a performance and evaluation report, Consolidated Annual Performance and Evaluation Report (CAPER); and,

Whereas, the City has 1) prepared a CAPER for the program year commencing July 1, 2024 and concluding June 30, 2025; 2) published notice of availability of the CAPER in the Telegraph Herald and City of Dubuque website on August 15, 2025 and; 3) made copies of the CAPER available for public review; 4) held a public hearing pursuant to required 15-days published notice before the Community Development Advisory Commission on September 3, 2025.

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

Section 1. That the Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2024, and concluding June 30, 2025, is hereby approved for submission upon the completion of the Public Hearing held on September 3, 2025.

Section 2. That the City Manager is hereby authorized to direct staff to submit the Consolidated Annual Performance and Evaluation Report (CAPER) along with any public comment to the U.S. Department of Housing and Urban Development.

Passed, approved, and adopted this 15th day of September 2025.

Attest

_____
Adrienne Breitfelder, City Clerk

_____
Brad M. Cavanagh, Mayor

HUD PY24

City of Dubuque Consolidated Annual Performance and Evaluation Report

FISCAL YEAR 2025 |HUD PROGRAM YEAR 2024

PREPARED BY MARY BRIDGET CORKEN-DEUTSCH, COMMUNITY DEVELOPMENT SPECIALIST

CITY OF DUBUQUE, IA | | 350 W 6th Street, Suite 312 | Dubuque, IA 52001

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) provides an end-of-year performance report of federally-funded activities and accomplishments to the U.S. Department of Housing and Urban Development (HUD) and the community. The City of Dubuque Consolidated Plan Year 5 CAPER covers the City's progress in carrying out the Fiscal Year (FY) 2025 Annual Action Plan for the use of HUD Program Year 2024 Community Development Block Grant (CDBG) funds. This CAPER covers the period of July 1, 2024 through June 30, 2025. The City of Dubuque is an entitlement City and is eligible to receive CDBG funds on an annual basis. The CAPER focuses on federally funded activities. When appropriate, this report provides information on activities supported by local and federal funds.

The City of Dubuque expended $1,862,465.11 in CDBG entitlement funds in FY2025/PY2024. The City, the City of Dubuque Community Development Advisory Commission, local not-for profit organizations and neighborhood associations partner to implement programs delivered with the funds. In FY2025/PY2024, CDBG funds were used to make investments in economic development, public infrastructure, housing rehabilitation, and neighborhood and public services. All funds were used to meet the priority housing, economic development, neighborhood, and administration needs identified in the Consolidated Plan and Annual Action Plan for FY2025/PY2024 as amended. The City of Dubuque did a substantial job in spending down funds and providing activities to our community. For example, during FY2025/PY2024, under Housing Rehabilitation, the 5 homeowners received lead paint hazard reduction, 1 single family home that houses 4 individuals with disabilities received rehabilitation, 2 first time homebuyers receive loans to support their dream of owning a home, and 1 multi-unit housing buildings received rehabs. Under economic development, 8 small businesses were provided with microenterprise loans. Under neighborhood and public services, 3 recreation programs were supported. In addition to these services a substantial renovations occurred at public facilities including a massive park renovation completed at Lincoln Outdoor Wellness Center. This park serves low and moderate areas of our community and have brought new life to the area.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AFH: Advance Equity with Fair Housing Activities	**Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development**	**CDBG: $566,194**	Other	Other	5	5	100.00%	2	2	100.00%
Assist Special Needs Populations	**Affordable Housing Non-Homeless Special Needs**	**CDBG: $1,981,292**	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25000	0	0.00%	4500	0	0.00%
Assist Special Needs Populations	Affordable Housing Non-Homeless Special Needs	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	15	0	0.00%			
Assist Special Needs Populations	Affordable Housing Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	26675	29187	109.42%	5000	0	0.00%

Assist Special Needs Populations	Affordable Housing Non-Homeless Special Needs	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%	5	0	0.00%
Assist Special Needs Populations	Affordable Housing Non-Homeless Special Needs	CDBG: $	Businesses assisted	Businesses Assisted	55	33	60.00%			
Assist the Homeless and At-Risk of Homelessness	**Homeless**	**CDBG: $1,155,966**	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		5000	0	0.00%
Assist the Homeless and At-Risk of Homelessness	Homeless	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	10	2055	20,550.00%			
Assist the Homeless and At-Risk of Homelessness	Homeless	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	12500	0	0.00%	500	0	0.00%
Assist the Homeless and At-Risk of Homelessness	Homeless	CDBG: $	Other	Other	5	0	0.00%			

Develop New Affordable Housing units	**Affordable Housing Homeless Non-Homeless Special Needs**	**CDBG: $453,877**	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		10	0	0.00%
Develop New Affordable Housing units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: $	Homeowner Housing Added	Household Housing Unit	10	0	0.00%			
Develop New Affordable Housing units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	45	29	64.44%			
Direct Home Ownership Assistance	**Affordable Housing**	**CDBG: $349,416**	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		10	2	20.00%
Direct Home Ownership Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	95	35	36.84%			
Encourage Self-Sufficiency-Public/Human Services	**Non-Housing Community Development**	**CDBG: $22,788**	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				

Encourage Self-Sufficiency-Public/Human Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	60	39999	66,665.00%			
Encourage Self-Sufficiency-Public/Human Services	Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Encourage Self-Sufficiency-Public/Human Services	Non-Housing Community Development	CDBG: $	Facade treatment/business building rehabilitation	Business	0	0				
Encourage Self-Sufficiency-Public/Human Services	Non-Housing Community Development	CDBG: $	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	250	1	0.40%			
Encourage Self-Sufficiency-Public/Human Services	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	0	30		10	8	80.00%
Encourage Self-Sufficiency-Public/Human Services	Non-Housing Community Development	CDBG: $	Other	Other	5	0	0.00%			

Maintaining Existing Affordable Housing	**Affordable Housing Non-Homeless Special Needs**	**CDBG: $1,147,058**	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	125	0	0.00%			
Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	36				
Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		50	0	0.00%
Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	181				
Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	100	91	91.00%	0	6	

Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	150	0	0.00%			
Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Homelessness Prevention	Persons Assisted	0	67				
Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Housing for Homeless added	Household Housing Unit	0	0				
Maintaining Existing Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				
Neighborhood Youth Services and Aftercare	**Non-Housing Community Development**	**CDBG: $735,166**	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		1000	0	0.00%
Neighborhood Youth Services and Aftercare	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	37400	7125	19.05%	5730	333	5.81%

Neighborhood Youth Services and Aftercare	Non-Housing Community Development	CDBG: $	Facade treatment/business building rehabilitation	Business	1	0	0.00%			
Provide Inspection and Code Enforcement	**Affordable Housing**	**CDBG: $93,550**	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	825	708	85.82%	70	69	98.57%
Support Neighborhood Development and Improvements	**Non-Housing Community Development**	**CDBG: $1,426,069**	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	42500	10978	25.83%	3500	1520	43.43%
Support Neighborhood Development and Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	45	0	0.00%			
Support Neighborhood Development and Improvements	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50000	18945	37.89%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

CDBG funds were used to address the priorities, needs, and goals identified in the Consolidated Plan. The proposed budget for the

FY2025/PY2024 Annual Action Plan was adopted into the City Budget by the Dubuque City Council.

The City's goals described in the Consolidated Plan are all high priority and were used as the basis for the budgetary priorities outlined in the FY2025/PY2024 Annual Action Plan. Each funded activity must demonstrate it helps achieve a goal identified in the Consolidated Plan and benefit low/moderate-income (LMI) persons and communities before it is recommended for approval. The City provides funding for some public service activities through a yearly grant process. When preparing the Consolidated Plan, estimates are used to project the level of funding and the number of persons or households to be served. Due to the varying nature and cost of administering different programs, estimating the cost and number to be served for public service activities can be very challenging. For example, job training activities have different costs, space, and time requirements than programs providing emergency shelter. The City distinguishes between four areas of program development: Housing Development, Economic Development, Neighborhood and Community Development, and Planning and Administration.FY2025/PY2024 activities addressed all of the goals identified in the Consolidated Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	251
Black or African American	75
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	6
Total	**332**
Hispanic	12
Not Hispanic	320

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Dubuque focuses on serving families through direct outreach for participation in programs and funding non-profit organizations that provide services intended towards underserved populations. Outreach through partners such as Neighborhood Recreation Programs, specifically School Area Support Programs and Day Camp Program, allowed us to reach more racially diverse populations in the City.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	3,084,635	1,862,465

Table 3 - Resources Made Available

Narrative

The CDBG resources available in FY2025/PY2024 include unexpended CDBG funds at the end of the previous year, 1,795,364.83, entitlement funds of 1,035,721.00, and program income, 253,549.14. Totally, 3,084,634.97. During FY2025/PY2024, the City expended $225,754.32 in program income, $1,636,710.32 in Entitlement funds, for a total of $1,862,465.11. Funding was used to support housing, neighborhood and community development, and administrative programs.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Wide	87		
Low/Moderate Area Benefit	13		

Table 4 – Identify the geographic distribution and location of investments

Narrative

A majority of the activities identified in the Annual Action Plan are targeted to LMI populations, which could be city-wide, so specific geographical areas within the city were not identified for those activities. The Low/Moderate Area Benefit activities were services that are available for all residents living in the determined areas, which are all conducted in residential areas with 51% or greater low/moderate income residents according to Census data. A listing of activities and their locations is found in the attached PR-03 CDBG Activity Summary Report.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Dubuque actively seeks out and leverages resources to meet goals identified in the consolidated plan. Partnerships with local organizations working to provide additional affordable housing, economic development, socioeconomic, and self-sufficiency resources ensure investments have lasting impact.

Through a State grant, the City of Dubuque provides Home Advocates to those that participate in CDBG funded programs and the Lead and Healthy Homes Program. These Home Advocates assess social and physical barriers to sustainable living in each individual home/unit and connects residents to agencies that can help eliminate the barriers ($11,232).

The City of Dubuque also started to leverage Housing Tax Increment Financing funds to further the goals of rehabilitating dilapidated structures and making them available to low-moderate income person for purchase. This program is paired with the Purchase/Rehab/Resale and First-Time Homebuyer Programs to maximize access to homeownership for low-moderate income residents ($198,199).

The City of Dubuque has a Lead and Healthy Homes grant which CDBG funds leveraged into the community as match funding. Additional funding is leveraged from the Lead and Healthy Homes grant, which assists households built before 1978 with children under the age of 6, with controlling lead-based paint hazards in the home ($275,657.54).

The City of Dubuque uses other funds to accomplish the same goals as the CDBG Consolidated Plan such as Section 8 Housing, Shelter Plus Care Program, and the Rental Rehabilitation Program; however, they are not directly leveraged by CDBG fund support of those outcomes.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	60	0
Number of Non-Homeless households to be provided affordable housing units	5	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**65**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	50	6
Number of households supported through Acquisition of Existing Units	0	0
Total	**50**	**6**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Dubuque has traditionally partnered with the Affordable Housing Network, Inc. and will continue to do so. However, we are looking to expand our partnerships in order to keep production moving. This year, the City of Dubuque did complete a multi-unit rehab for 87 units with Catholic Charities. The building is located downtown and has 100% of residents are LMI.

The City's Lead and Healthy Homes Program provides lead hazard control activities and healthy homes interventions in homes built before 1978. CDBG provides match funding to leverage these grant funds, with a focus on owner-occupied homes with children under the age of 6 years old. Production for this grant picked up during FY25/PY24 completing 5 rehabs ($89,395).

Additional homes were rehabilitated through Tax Increment Financing and sold to low to moderate income first-time homebuyers.

Discuss how these outcomes will impact future annual action plans.

Affordable housing options continue to be limited within the City, and often restricted to certain geographic areas. The CDBG down payment assistance sometimes is not enough to reduce the price of the home to be affordable to low and moderate-income buyers, especially in the current housing market. The City started partnering with developers to create new, affordable homeownership opportunities outside of areas of high poverty concentration. The City's goals to increase income diversity in neighborhoods has a need for additional funding and programming designed to support these efforts. The production of Housing TIF to serve this purpose was created by the City of Dubuque, and is currently being used to rehabilitate homes that are affordable and sell them to low/mod income residents and paired with the First-Time Homebuyer Program to increase affordable housing access. This is being done through a partnership with Affordable Housing Network Inc.

The City's Lead and Healthy Homes Program provides lead hazard control activities and healthy homes interventions in homes built before 1978. CDBG provides match funding to leverage these grant funds, with a focus on owner-occupied homes with children under the age of 6 years old. Production for this grant will continue and increase in production as the supply chain and material costs stabilize. The City also received another Lead Hazard Control grant, and a Healthy Homes Production grant that will assist with rehabilitation of existing units in the City.

The City received funds secured from the Iowa Economic Development Authority to assist households with Rapid Rehousing needs. The City also continues to provide resources for sheltering related to the COVID-19 pandemic. This includes providing spaces for individuals to isolate and quarantine as needed, as well as the opportunity to minimize overcrowding, particularly for homeless shelters that typically have communal living arrangements.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	0	0
Moderate-income	5	0
Total	**6**	**0**

Table 7 – Number of Households Served

Narrative Information

CDBG funds were used for eligible housing activities, such as homeowner and rental rehabilitation, lead hazard reduction, rehabilitation services and staff costs, and direct financial assistance for homebuyers. Income eligible households have access to additional financial assistance through the Housing Trust Fund, funded by IFA, and other local sources. The First-time Homeowner program partners with the City's Section 8 Homeownership Program to provide housing counseling and financial assistance for voucher holders. The City encourages income diversity in neighborhoods by incentivizing purchase in low-mod areas for higher income households and providing additional financial resources for extremely-low, low, and moderate-income populations to increase affordability outside areas of high-poverty concentration. By leveraging multiple sources of funding to increase resources for lower-income households, more equitable outcomes are achieved. Program income generated from CDBG funded housing activities represents nearly 98% of the City's entire loan portfolio.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Dubuque is in the Balance of State for Iowa's Continuum of Care (CoC). Not-for-Profit service providers lead the coordination of services and housing for the homeless. The Community Development Specialist and Urban Development Manager assist local Continuum of Care applicants with the environmental review process and determining consistency with the Consolidated Plan. Staff from Housing & Community Development attend Continuum of Care meetings to assist in identifying and responding to the needs of homeless persons.

Over 50 individuals make up the membership of the Homeless Advisory Council, working to streamline and coordinate services and resources to meet the needs of homeless and near homeless community members. Non-profit organizations providing homeless services including but not limited to referrals, outreach, point-in-time count, coordinated entry, emergency & transitional shelter, and permanent supportive housing. Organizations providing family self-sufficiency, advocacy, employment, employment services & job training, substance abuse services, health, wellness, domestic violence, sexual assault, mental health and dental services are available, as well as representation from the City of Dubuque Police Department, Housing Authority, and Dubuque County Commission of Veteran's affairs.

The Homeless Advisory Council coordinates point-in-time homeless counts in July and January to evaluate capacity and need for services. Hillcrest Family Services provides outreach, in partnership with other organizations coordinating access for unsheltered persons. The City partners with East Central Development Corporation (ECDC) to provide permanent supportive housing, targeting homeless populations with mental health, HIV/AIDS related illness, and/or substance abuse.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Dubuque supports organizations providing human service activities through Purchase of Services Grants. Not-for-profit organizations meeting a human service need in the community can apply for CDBG and General Funds on an annual basis. The City also delivers the Phoenix Housing program. Phoenix Housing provides permanent, supportive housing for homeless living with disabilities. Homeless outreach, emergency, transitional, permanent, and support services are coordinated with local providers. This is the City's only program serving the homeless using the housing first model for permanent supportive housing.

The City, in partnership with Community Solutions of Eastern Iowa, identified 40 individuals reported as being homeless in Dubuque County during the July 2025 point in time homeless count.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Dubuque and State of Iowa require publicly funded institutions and facilities to have discharge plans that include adequate and stable housing; however, the follow-up on those plans is difficult in many situations. The City of Dubuque is also working with many community non-profits and business partners to establish a "one-stop shop" for assistance that is provided across multiple agencies, but can easily be accessed under the umbrella of one entity to help this vulnerable population access assistance.

The City of Dubuque also was awarded Family Unification Program housing assistance vouchers to serve those aging out of foster care, and families who have children placed in foster care that do not have stable housing with the goal of reunification.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A network of non-profit organizations provides a range of services from outreach to permanent supportive housing. These organizations collaborated during the program year to define and align resources for coordinated entry. Headed by the Iowa Continuum of Care, a network of local providers is working to streamline services for homeless to allow better access to shelter, mental health, health, dental, and substance abuse resources. The primary focus is to find people shelter or housing immediately, in their community of choice.

The City participates as the permanent supportive housing provider and partners with a local non-profit to coordinate outreach and manage the waiting list. The City continues to support requests to develop and rehabilitate accessible and affordable housing, with emphasis on programs willing to accept vouchers or provide subsidies for households under 30% AMI.

There are three permanent supportive housing programs offered in Dubuque. The City provides the Continuum of Care funded Phoenix Housing program, serving homeless individuals and families with disabilities. Hillcrest Family Services provides permanent supportive housing for children, and Opening Doors (Francis Apartments) provides permanent supportive housing opportunities for families.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Dubuque does not have public housing. The City monitors the number of affordable tax credit units and Housing Choice Voucher units within the City. The affordable housing stock is not high enough to meet needs of renters and homeowners at or below 80% of the area median income. This is supported by data in the Consolidated Plan showing more renters earning under 80% Area Median Income are cost burdened, meaning they pay more than 30% of their income for housing-related costs. The American Community Survey estimates verify nearly half of all renters experience cost burden. The City promotes CDBG funded programming to voucher participants in efforts to increase awareness and participation in activities.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City uses the Section 8 Housing Choice Voucher program to provide affordable housing options. The Housing & Community Development Department is the PHA for the City. The City has over 900 vouchers but is unable to issue to capacity due to budgetary constraints. The Family Self-Sufficiency Coordinator at City of Dubuque's Housing & Community Development works with Family Self-Sufficiency participants to increase awareness about homeownership options.

All Housing Choice Voucher participants are invited to join the City's Family Self-Sufficiency (FSS) program, which offers unique, person-centered coaching to support the individual's needs. Goal planning, resource coordination, job readiness, and family supports are all provided. The Community Development staff regularly visits with Family Self-Sufficiency Coordinator, and FSS-participating families. The programs coordinate resources to help buyers establish bank accounts, Individual Development Accounts (IDA), homeownership counseling, and resources to purchase a home.

Actions taken to provide assistance to troubled PHAs

This PHA is not troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Dubuque has taken steps toward removing barriers to affordable housing, especially when federal, state, or local funds are contributed toward housing improvements. All rental property owners who receive funding through CDBG Rehab programs, Lead Hazard Control, Bee Branch Healthy Homes (CDBG-NDR), are required to accept housing choice vouchers.

The City continues to work with community groups and stakeholders regarding adding source of income as a protected class to our local ordinances. The Housing & Community Development, Human Rights, and Planning Services Departments partnered with local stakeholders to better understand how source of income impacts tenants, particularly Housing Choice Voucher holders. Recent rental licensing data shows that only 33% of units in the City of Dubuque will accept Housing Choice Vouchers, and the majority of those are in high-concentrated poverty areas. To address this, the, “Source of Income” committee was formed. The Committee was made up of key city staff, board and commission members, housing providers, and housing advocacy groups. The group analyzed data, information, and organized a series of community dialogues to gain insight into the issues surrounding the impact of such an ordinance and other options to increase housing choice for voucher holders.

The City of Dubuque also formed a fees and charges equity committee to evaluate the impact fees have on low-income residents. The goal of this committee is to eliminate fees and charges that don't produce the desired outcomes and affect low-income residents more than others.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City’s Planning & Zoning, Economic Development, and Housing Departments coordinate to receive and process requests for development of affordable housing. The Housing & Community Development Department works closely with the City’s Legal, Human Rights Department, and Office of Economic Mobility and Neighborhood Support to inform City staff, housing providers, developers, and the community at large about the barriers to fair housing and the strategic steps the City is taking steps to eliminate barriers as identified in the Analysis of Impediments. To encourage public support for affordable housing development, the City partners with organizations wishing to develop affordable housing to engage neighborhood residents about the proposed projects. Through a series of informational meetings, housing developers and residents can discuss the community needs, obtain facts about the need for affordable housing, and identify target populations and needs unique to the proposed location within the Dubuque community. These meetings have proven successful for developers proposing Low Income Housing Tax Credit projects.

To help with the financial feasibility of these projects, the City offers developers the opportunity to request support from the City for the project. If the project aligns with the City's goals, Consolidated Plan, and Comprehensive Plan, the City facilitates a public engagement process where incentives for the project are presented to City Council. Projects seeking support must apply to the City for a review and the City Council makes final recommendations.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Lead and Healthy Homes Program effectively delivers successful lead remediation activities for income eligible households. The grant provides additional funds to address health and safety hazards in the home, and coordinates with a Home Advocate to build social capacity for participating families.

The City of Dubuque has received another Lead and Healthy Homes Grant in 2024 for $5.21 million that would continue lead hazard control efforts, and have a targeted focus on Dubuque's unique historic properties that traditionally fall through the cracks due to the costs associated with historic preservation. This grant will run from January 2025-January 2029 and complete interventions in 90 units city-wide.

All CDBG funded activities use the required level of lead assessment when performing rehab on homes. Homeowners and renters are provided information and resources about lead and lead poisoning, as well as information on where and when children should be tested. Code enforcement activities identify visible hazards from peeling paint and housing code to ensure the health and wellbeing of children living in these units. CDBG funding provided financial assistance for six units assisted by the Lead & Healthy Homes program during the program year.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Dubuque funds, supports, and participates in a variety of projects that support goals to increase economic opportunities through business retention, expansion, job creation, and financial resources for low- and moderate-income small business owners. The City of Dubuque had a low unemployment rate pre-COVID, and many of the local manufactures have a demand for skilled workers. Project HOPE, which is supported by the City of Dubuque, coordinates with Dubuque Works, Opportunity Dubuque, and the local community college, NICC, to identify under-skilled workers, train them, and match them with employment opportunities.

Entitlement funds in the amount of $50,000 were committed to Microenterprise development and expansion for low to moderate income business owners. These grants assisted microenterprise owners with costs associated with beginning a business, or expanding services.

The City has also taken significant strides in the areas of supporting housing for all income levels included working familiies. The lowest income households experience the most severe housing problems, and those problems disproportionately impact renters. Much of the City's historic housing

stock is in the downtown. Several units are in mixed-use structures, with vacant store fronts on the first floor and deteriorated housing on the upper floors. The City has multiple programs to address the poor housing conditions in this area, in conjunction with efforts to revitalize owner occupied, local business, and infrastructure in the Central Avenue Corridor.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Within the institution, steps are being taken to encourage and promote high-performing, fiscally responsible government. This outcome-driven process is focused on data analysis, community engagement, and strategic initiatives designed to support and retain Dubuque's population. Employers in Dubuque are looking for a skilled workforce, and the Housing & Community Development Department has strategically partnered with the private sector to connect unemployed and underemployed populations to training and skills necessary to meet local employer's needs.

Multiple departments continue compiling a data library and develop uniform data collection and tracking systems across departments to more effectively address neighborhood, housing, and economic development concerns identified by citizens and staff. The work being completed by these departments focuses on equity and identifying how the institution can provide more equitable services.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City has developed strategies to ensure housing developers relate to the community in which they plan to provide housing, as well as local service providers. Programs seeking City support must demonstrate active public engagement in the planning of the project and demonstrate what support services will be available to residents. Locations of projects are carefully considered to ensure residents will have access to areas of opportunity relevant to the target population being served. The City actively seeks out federal, state, local, and private sector partners that can meet the range of housing needs across the community.

The City continues its C.H.A.N.G.E. initiative (Comprehensive Housing Activities for Neighborhood Growth and Enrichment) to identify and rehabilitate downtown housing units. The program is designed to acquire, rehabilitate, and sell previously dilapidated properties to income eligible households, coordinate local, state, and federal resources to have the greatest impact for occupied properties, and support neighborhood and community development to ensure rich partnerships, programs, and economic and social resiliency. Through a partnership with GT Investments, and Affordable Housing Network, Inc., multiple single-family homes have been rehabilitated into affordable homeownership opportunities.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

- Any rental property participating in housing rehab activities through the City of Dubuque is required to accept Housing Choice Vouchers as a condition of their participation.
- City of Dubuque has increased landlord education about the HCV program as well as created a landlord education video to be shared among that specific group in hopes to dispel some of the HCV rumors while also providing information as to why/how HCV benefits the entire community. PHA also implemented a new, easier to use software that aides owners and tenants in communication and document transmittal, allowing the HCV program to progress with the times and provide ease of use. The City of Dubuque meets monthly with the Landlord Association to further connection and collaboration efforts. FY24 was a focus on recruitment of landlord participation through the Successful Property Maintenance Course and also through the networking of individuals through the Landlord Association.
- Efforts continue to translate all necessary documents into Spanish and Marshallese in order to break down communication barriers and allow easier accessibility to programs and information for the entire community. PHA is focusing efforts on translation services and interpreter needs and accessibility. Assessed & revised our HCV general forms for readability and adapted them all to a 6-7th grade level. We are also working on reducing our applications/forms of asking for unneeded information in order to make the processes less burdensome on participants.
- Efforts increased to create more social media presence to engage the community through education and awareness. A landlord education video was released in Spring of 2022. City staff are also researching the potential benefits of offering a tenant education course and other possible ways to lessen the burden of moving and unit damage.
- Inspections cycle has been reduced to 4 year between routine inspections and recently approved moving to a 2 year license inspection for propertities in good standing.
- Adoption of the International Property Maintenance Code to hold units to a higher standard with the goal of providing quality, healthy, and safe environments for citizens to choose to live in.
- Partnered with Iowa Legal Aid to start a Fair Housing Testing Program.
- Continued community efforts to remove barriers to quality, affordable childcare options in the city.
- Updated the City website to make a reasonable accommodation request easier to find and more accessible to any resident.
- FY26/PY25 Annual Action Plan includes a rehabilitation housing project complaint with the accessibility requirements for covered housing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Pre-funding Preparedness: The Community Development Specialist provides one-on-one preparatory and program development meetings for new or expanded programs offered through the City of Dubuque. Technical assistance is provided to develop programs that deliver eligible activities in a timely manner. New subrecipients outside of the City are also provided one-on-one technical support prior to project implementation ensure contracting, eligibility, reporting, and national objective requirements are met. These are routinely completed virtually, but also have face to face meetings.

Contract Management: Most CDBG contracts are overseen by the Housing & Community Development Department, but some are assigned to a City project manager responsible for the execution and reporting related to the contract. Contracts include HUD, state, and local requirements, including related requirements such as environmental reviews, URA, 2 CFR 200, and Lead Based Paint requirements. Ongoing technical assistance is provided by the Community Development Specialist to subrecipients and project managers throughout the contract period. Most subrecipients do monthly draws where supporting documentation is verified.

Monitoring Compliance: The City completes monthly desk audits of reports and supporting documentation, onsite monitoring reviews, phone contacts, written communications (letters and email) and meetings. Each subrecipient has individualized reporting forms unique to their program, budgeted expenses, and activities. These individualized reporting forms allows for convenient management and monitoring for fraud, waste, mismanagement and other opportunities for potential abuse. Contract provisions allow for suspension of payment or termination of contract and reimbursement at any time during the program year based on performance deficiencies. Staff always works with subrecipients to correct identified deficiencies through discussion, technical assistance prior to imposing any sanctions. Subrecipients report on successes, challenges, and needs quarterly using an electronic form. City Departments using CDBG funds are monitored by their respective Department Managers and the Housing & Community Development Director.

Audit Review: Subrecipients are required to submit an audit prior to funding (if available) and as part of the year-end requirements in the contract. Programs requiring a Single Audit are subject to a financial desk review to the CDBG program if there is a finding noted in the audit, regardless if the finding is related to CDBG funds.

The Housing and Community Development department maintains and updates the Section 3 plan for applicable contracts.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Community Development Advisory Commission meets monthly and is open to the public. Meetings are at 5:30 pm in a Housing Conference Room, located in Dubuque's downtown on a bus route, but have been held both in person and may include a virtual platform. All public hearings have translation services for individuals with limited English proficiency, vision, hearing, or speech impairments. Agendas are posted in the Housing Department, City Hall, Public Library, Multicultural Family Center and distributed to a list serve where anyone can receive notification when agendas and reports are posted online. The commission provides citizens an opportunity to comment on proposed plans, performance, and reports. The Commission also welcomes partners to the meetings in order to share out any relevant information to the Commission. Comments can also be submitted in writing, by phone, or electronically through the City's website.

The Community Development Advisory Commission reviews the Citizen Participation Plan annual. Citizen Participation Plan was also amended in FY2025/PY2024 and describes the roles, responsibilities, and contact information of entities involved in administering, reviewing, and approving activities included in this report. The most impactful way to get this information out to the public has been through social media.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Dubuque has been working hard to promote the use of the community development programs to marginalized community members and those with significant barriers to navigating systems. Targeted outreach was completed to test if that would encourage additional participants from marginalized neighborhoods, but that was not an outcome. The City changed its focus to being part of "in-group" activities and events to reach this community. This has been effective in increasing the number of marginalized groups participating in programs and even providing input for planning programs.

Through code enforcement efforts, it was discovered that many older rental units in the City, primarily occupied by minority or low/moderate income community members, had windows in habitable rooms that did not meet emergency escape and rescue opening requirements as identified by City Code. This was a safety issue, so the City developed a program by which rental property owners could replace the non-compliant windows with properly sized egress windows to keep occupants safe in case of emergency.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Dubuque has been working hard to promote the use of the community development programs to marginalized community members and those with significant barriers to navigating systems. Targeted outreach was completed to test if that would encourage additional participants from marginalized neighborhoods, but that was not an outcome. The City changed its focus to being part of "in-group" activities and events to reach this community. This has been effective in increasing the number of marginalized groups participating in programs and even providing input for planning programs.

Through code enforcement efforts, it was discovered that many older rental units in the City, primarily occupied by minority or low/moderate income community members, had windows in habitable rooms that did not meet emergency escape and rescue opening requirements as identified by City Code. This was a safety issue, so the City developed a program by which rental property owners could replace the non-compliant windows with properly sized egress windows to keep occupants safe in case of emergency.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 16.

ITEM TITLE:	Lease Agreement with Hawkeye Area Community Action Program
SUMMARY:	City Manager recommending City Council approval of the attached agreement between the City of Dubuque and Hawkeye Area Community Action Program (HACAP). **RESOLUTION** Approving The Lease Agreement By And Between The City Of Dubuque And Hawkeye Area Community Action Program For Real Property Located On Central Avenue
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. HACAP MEMO to MVM 08.22.25
3. 2025 - HACAP signed
4. HACAP - Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Lease Agreement with the Hawkeye Area Community Action Program

DATE: September 9, 2025

Project Manager Jim Bousley is recommending City Council approval of the attached agreement between the City of Dubuque and Hawkeye Area Community Action Program (HACAP).

The City of Dubuque and HACAP have drafted a one-year Lease Agreement with for the real property located at The Old Engine House, Suite 1, 1805 Central Avenue. HACAP intends to use the site for the purpose of providing Head Start/ Early Head Start services.

Significant Elements of the Agreement include the following:

- The lease term is from September 1, 2025 through August 31, 2026.
- The lease will renew automatically for a one-year term unless either party delivers written notice of termination before December 3rd of any current term.
- City is to pay utilities but is reimbursed through the monthly rent.
- Annual rent amount is $32,424.00.
- HACAP Parking limited to Monday thru Friday 7:00 am to 3:30 pm, for two parking spaces.
- HACAP is responsible for repair or maintenance up to $1,800.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Jim Bousley, Project Manager

DATE: September 3, 2025

RE: Lease Agreement with the Hawkeye Area Community Action Program

INTRODUCTION

The Purpose of this memorandum is to request approval of the attached agreement between the City of Dubuque and Hawkeye Area Community Action Program (HACAP).

DISCUSSION

The City of Dubuque and HACAP have drafted a one-year Lease Agreement with for the real property located at The Old Engine House, Suite 1, 1805 Central Avenue. HACAP intends to use the site for the purpose of providing Head Start/ Early Head Start services.

Significant Elements of the Agreement include the following:

- The lease term is from September 1, 2025 through August 31, 2026.
- The lease will renew automatically for a one-year term unless either party delivers written notice of termination before December 3rd of any current term.
- City is to pay utilities but is reimbursed through the monthly rent.
- Annual rent amount is $32,424.00.
- HACAP Parking limited to Monday thru Friday 7:00 am to 3:30 pm, for two parking spaces.
- HACAP is responsible for repair or maintenance up to $1,800.

Senior City Counsel Barry Lindahl has reviewed and approved the Lease Agreement.

BUDGET IMPACT

HACAP will pay an annual rent rate of $32,424.00 and will pay any accrued property taxes for the leased premises.

ACTION TO BE TAKEN

Execution of the attached lease agreement between the City and HACAP is requested.

cc: Gus Psihoyos, City Engineer
Barry Lindahl, Senior Counsel
Tracy Schadle, Admin. Support Professional

Attach.

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
HAWKEYE AREA COMMUNITY ACTION PROGRAM, INC.

This Lease Agreement (this "Lease"), dated for reference purposes the 1st day of September, 2025 by and between the City of Dubuque, Iowa ("City") whose address for the purpose of this Agreement is City Hall, 50 West 13th Street, Dubuque, Iowa 52001 and Hawkeye Area Community Action Program, Inc. ("HACAP"), whose address for the purpose of this Agreement is 1515 Hawkeye Drive, Hiawatha, IA 52233.

SECTION 1. DEMISE AND TERM.

1.1 In consideration of the rents hereinafter reserved and the terms, covenants, conditions, and agreements set forth in this Lease, City hereby leases to HACAP the real property shown on Exhibit A (the "Leased Premises"), to have and to hold for an initial term commencing September 1, 2025, (the "Commencement Date"), and ending at midnight on August 31, 2026, (the "Term"), subject to all of the terms, covenants, conditions, and agreements contained herein. This lease will renew automatically for one (1) year renewal terms, unless either party delivers written notice of termination not less than sixty (60) days before the 31st day of January of any renewal term year.

1.2 Early Termination. Notwithstanding anything to the contrary contained herein, HACAP shall have the right to terminate this Lease by giving City 60 days' written notice at any time during the Term of this Lease. Upon such termination of this Lease, HACAP shall have no further obligations or responsibilities under this Lease or relating to the Leased Premises, and City shall be deemed to have released HACAP from any such further obligations or responsibilities without the need for further action on the part of City or HACAP.

1.3 Use of Premises. HACAP shall use and occupy the Leased Premises only for the purpose of providing Head Start/Early Head Start services, and directly related activities, and for no other purpose. City leases to HACAP the following:

A. Approximately 2,600 square feet of rentable area consisting of (1) classroom, kitchen, restroom facility and playground, of the building located on the Leased Premises and commonly known as The Old Engine House, Suite 1, 1805 Central Avenue, Dubuque, IA (the "Building").

B. HACAP and its agents, employees and invitees have the right together with City and others designated by City, to the use of the common areas on the first floor of the Building for ordinary purposes.

HACAP shall not knowingly use or allow the Leased Premises or improvements thereon to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. HACAP shall not engage in any act or permit any condition to exist within the Leased Premises or in any improvement thereon, or permit any article to be brought therein, which is inherently dangerous, unless safeguarded as required by law, or which, in law, constitutes a public nuisance, or which makes void or voidable any insurance in force with respect thereto.

SECTION 2. RENT. HACAP shall pay City, in addition to taxes, fees, rates, levies, assessments, and all other charges required to be paid under this Lease by HACAP, annual rent ("Rent") in the amount of $32,424 payable in twelve equal monthly payments of $2,702.00, due in advance commencing on the 1st day of September, 2025 and on the first day of each month thereafter during the Term.

All invoice payments required by this Lease shall be made payable to "The City of Dubuque, Iowa" and delivered to the City of Dubuque Finance Department, City Hall. Any payments due not paid in full by the due date shall be subject to the lesser of the maximum interest provided by law or the following rates:

- 1% per month

SECTION 3. UTILITIES AND SERVICES.

3.1 Paid by HACAP: In addition to the monthly rent set out in Section 2, HACAP shall be responsible for direct payment of the following costs for the Leased Premises: janitorial cleaning of the Leased Premises, and Internet and telephone services.

3.2 Paid by City: City shall be responsible for direct payment of the following costs: gas, electric, water, sanitary sewer, stormwater, refuse collection, fire/security alarm monitoring, snow removal, mowing and grounds maintenance, and pest control.

SECTION 4. TAXES.

4.1 HACAP agrees to pay to City as additional rent an amount equal to real estate taxes upon the real estate of the Leased Premises that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), and which would become delinquent if not so paid during the Term of this Lease, upon receipt of a statement from City, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes.

4.2 During the Term of this Lease, HACAP further agrees to pay all other taxes, fees, rates, charges, levies and general assessments, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon the real estate of the Leased Premises and which become payable during the term hereof and which would become delinquent if not so paid during the term hereof, any buildings or improvements thereon which may be taxed, charged, assessed,

levied or imposed upon the leasehold estate hereby created and upon the real estate of the Leased Premises during the Term hereof and which become payable during the term hereof and which would become delinquent if not so paid during the Term hereof, and all such taxes, fees, rates, charges, levies and assessments shall be paid by HACAP as they become due and before they become delinquent during the Term hereof.

4.3 HACAP agrees to timely pay all taxes, fees, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving HACAP's rights of appeal) against its personal property on the Leased Premises, during the Term of this Lease.

4.4 Nothing herein shall require HACAP to pay any of City's income taxes, surtaxes, excess profit taxes or any taxes on the rents or other amounts reserved or paid to City hereunder. HACAP shall be responsible for and shall pay when due all real estate taxes and special assessments which at any time during the term hereof may be assessed, levied, imposed upon, or become due and payable with respect to the Premises.

4.5 HACAP shall at all times have the right to challenge or contest in good faith, in any proper proceedings, in the name of City if necessary, the amount, valuation, payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by HACAP, if the amount, valuation or validity thereof, or the right to assess or levy the same against or collect the same from said Leased Premises or HACAP's improvements, shall be disputed, and City shall provide reasonable cooperation in support of any such challenge or contest by HACAP. Upon the conclusion of any such suit or proceedings HACAP shall promptly pay and satisfy such disputed tax, fee, assessment, or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

SECTION 5. POSSESSION. HACAP shall be entitled to possession on the first day of the Term and shall yield possession to City at the time and date at the end of the Term, except as herein otherwise expressly provided. City has no obligation for any costs or expenses incurred by HACAP in connection with this Lease.

As of the date of execution of this Lease, City represents and warrants to Tenant the following: 1) City has the right to make this Lease and perform the obligations herein; 2) Tenant's Intended use and occupancy of the Leased Premises complies with all zoning laws and ordinances affecting the Leased Premises; 3) the Leased Premises are currently in full compliance with all applicable laws; all existing mechanical systems servicing the Leased Premises, including but not limited to HVAC, electrical, Lighting, plumbing, and sewage are in good working condition; and 4) the Leased Premises is structurally sound and there are no latent defects affecting the Leased Premises.

SECTION 6. QUIET ENJOYMENT. City covenants that its estate in said premises is fee simple; and that HACAP on paying the rent herein reserved and performing all the agreements by HACAP to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the Leased Premises for the Term of this Lease free from

molestation, eviction or disturbance by City or any other persons or legal entity whatsoever.

SECTION 7. PARKING. City agrees that HACAP's patrons and employees may have the exclusive privilege during the Term of this Lease to park in two spaces of the on-site parking lot Monday through Friday between the hours of 7 AM and 3:30 PM but only upon such terms and conditions as City determines appropriate. City shall have the right in its sole discretion to terminate such parking privileges at any time. Any designated ADA parking spaces in the on-site parking lot may be used by building visitors on a nonexclusive, first-come, first-served basis. Upon reasonable notice HACAP agrees to vacate the parking lot as needed so that snow removal and other maintenance activities can be completed.

SECTION 8. SIGNS. HACAP shall have the right and privilege of attaching, affixing, exhibiting and installing a single 2' x 3' sign onto the building or on the building site provided (1) that any and all signs shall comply with the ordinances of the City of Dubuque; (2) such signs shall not change the structure of any building or the premises; (3) such signs if and when taken down shall not damage any building or the premises or such damage shall be repaired; and (4) such signs shall be subject to the prior written approval of City, which approval shall not be unreasonably withheld.

SECTION 9. CARE AND MAINTENANCE OF PREMISES.

9.1. HACAP takes Leased Premises in its present condition.

9.2 HACAP's Duty of Care and Maintenance: HACAP shall at all times during the Term of this Lease, at HACAP's own costs and expense, keep and maintain the Leased Premises and all improvements in a condition consistent with other similarly classed operations and other businesses in the Dubuque Downtown as determined by the City Manager or the City Manager's designee in the City Manager's sole discretion, including but not limited to general cleanliness, trash removal, storage of any equipment, and outdoor areas. City may, at its discretion, upon reasonable notice to HACAP, conduct an inspection of the Leased Premises to determine HACAP's compliance with this Section 9. HACAP shall, at its expense, perform all routine repairs and maintenance to the Leased Premises, including such preventative maintenance as is customarily performed by tenants under leases for comparable terms; provided, however, that HACAP shall not be required to pay the costs of such repair and maintenance costs in excess of $1,800.00 per lease year. HACAP's obligations with respect to repair and maintenance of the Leased Premises shall be measured based upon the present condition of the Leased Premises. Any repair or maintenance that would cost more than $1,800.00 per lease year shall be City's responsibility unless such damage results from HACAP's negligent acts. HACAP shall provide City with written verification that it has spent the required $1,800.00 before requesting City to perform routine repairs and maintenance.

9.3 City's Duty of Care and Maintenance. City shall promptly, at its expense, perform any necessary replacements or repairs to the structure, roof, heating, cooling, ventilating,

electrical, mechanical or plumbing or other building systems or utility lines. Such repairs shall be made to keep the Leased Premises in a condition comparable to or better than other comparable facilities in the area in which the Leased Premises is located and in compliance with all applicable laws and regulations.

In the event that emergency repairs to the Leased Premises are required, City may enter the Leased Premises immediately, and without notice to HACAP. In all other circumstances, City may enter the Leased Premises for inspection, repair, alteration or improvement of the Leased Premises, but will provide HACAP with 24-hour notice of its intention to enter the Leased Premises and will not interfere with HACAP's business operations during entry of the Leased Premises.

SECTION 10. ALTERATIONS, ADDITIONS, and IMPROVEMENTS.

10.1 On delivery of possession of the Leased Premises to HACAP, HACAP shall not construct on the Leased Premises any structures, buildings, or other improvements except as agreed upon in advance, in writing by City. City shall have the right in its sole discretion to approve the design, appearance, and quality of any such Improvements.

10.2 HACAP may, at its sole option and expense, make changes, additions, deletions, improvements, and alterations (collectively, "improvements") to the Leased Premises provided HACAP shall not make any alterations other than decorative or cosmetic changes to the Leased Premises.

SECTION 11. TITLE TO IMPROVEMENTS AND TRADE FIXTURES.

11.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of HACAP's personal property located on the Leased Premises used in connection with HACAP's business. Title to HACAP's Trade Fixtures is and shall be the sole and exclusive property of HACAP during the Term of this Lease and shall remain the sole and exclusive property of HACAP after the expiration or termination of this Lease, for whatever reason. City acknowledges and understands that it shall have no right, title, or interest in or to HACAP's Trade Fixtures either during the Term of this Lease, or thereafter (except as hereinafter provided). City acknowledges and agrees that HACAP shall have the right to encumber, sell, or hypothecate HACAP's Trade Fixtures, to remove them from the Leased Premises, or to otherwise deal with all or any portion of such HACAP's Trade Fixtures, at HACAP's sole discretion. Upon ten (10) days' prior written notice to City, City shall execute and deliver to HACAP a certificate in recordable form prepared by HACAP stating that City has no interest or right in or to HACAP's Trade Fixtures, as well as any other or further document which HACAP may reasonably request from City.

11.2 Improvements. HACAP shall not construct any new improvements on the Leased Premises without the prior written consent of City. All improvements on the Leased Premises are and shall be the property of City during the Term of this Lease. Upon the expiration or any termination of this Lease, by reason of any cause whatsoever, if the improvements or any part thereof shall then be on the Leased Premises, all of HACAP's

right, title, and interest therein shall cease and terminate, and title to the improvements shall vest in City, and the improvements or the part thereof then within the Leased Premises shall be surrendered by HACAP to City. No further deed or other instrument shall be necessary to confirm the vesting in City of title to the improvements. However, upon any termination of this Lease, HACAP, upon request of City, shall execute, acknowledge, and deliver to City a quitclaim deed confirming that all HACAP's right, title and interest in or to the improvements has expired, and that title to the improvements has vested in City.

11.3 Building Security. City shall furnish HACAP with ten (10) RFID proximity card(s) for access to the main door entering the Premises. HACAP is responsible for all RFID proximity cards assigned to them. Additional RFID proximity cards and replacement of lost or stolen RFID proximity card(s), shall be furnished at a charge of $10.00 (Ten Dollars) per RFID proximity card, by City on an order signed by HACAP. For assistance with requesting additional/replacement RFID proximity cards, replacing lost or stolen RFID proximity cards, or any other building security help, contact the Facility Management team at 563-589-4152. HACAP shall provide immediate notification of any lost or stolen RFID proximity cards to maintain building security. All such RFID proximity cards shall remain the property of City. No additional locks shall be allowed on the door of the Premises, and HACAP shall not make or permit to be made any duplicate RFID proximity card(s), except those furnished by City. HACAP assumes responsibility and financial costs for any false sounding of the security alarm by employees or guests of HACAP. Upon termination of this Lease, HACAP shall surrender to City all RFID proximity cards of the Premises.

SECTION 12. SURRENDER OF PREMISES AT END OF TERM - REMOVAL OF FIXTURES. HACAP shall, on the last day of the Term of this Lease or upon any termination of this Lease, surrender and deliver up the Leased Premises, with the Improvements then located thereon into the possession and use of City, without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free from debris and broom clean, 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 City, without (except as otherwise provided herein) any payment or allowance whatsoever by City on account of or for any buildings and Improvements erected or maintained on the Leased Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. HACAP Trade Fixtures, personal property, equipment, materials and other belongings of HACAP or of any sublicensee or other occupant of space at the Leased Premises shall be and remain the property of HACAP, and HACAP shall have a reasonable time after the expiration of the Term of this Lease (not to exceed thirty (30) days) to remove the same. If HACAP fails to remove any HACAP's Trade Fixtures, personal property, equipment, materials or other belongings from the Leased Premises within thirty (30) days of the expiration date of this Lease, they will immediately become property of City. Any costs incurred by City having to remove, relocate, handle, store, sell or dispose of HACAP's items described in this Section shall be paid for by HACAP.

To avoid any confusion regarding ownership, City acknowledges that it has received a copy of HACAP's Head Start inventory list which delineates items purchased by HACAP or for utilization by the Head Start program, which items are located in the Leased Premises as of the commencement of HACAP's occupancy, and City agrees that all items on such inventory list are the property of HACAP and may be removed from the Leased Premises at any time by HACAP or a future operator of the Head Start program with the exception of those items listed on Exhibit B, if any. Such inventory list is not intended to exclude other items brought into the Premises by HACAP and constituting HACAP's personal property or trade fixtures, which may be removed by HACAP at any time (and all items purchased by HACAP which are located in the Premises shall be considered to be HACAP's personal property), but rather is intended to set forth the parties' agreements regarding the specified items located In the Premises at the commencement of HACAP's occupancy.

SECTION 13. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned nor the Leased Premises sublet by HACAP without the prior written consent of City.

SECTION 14. ENCUMBRANCE OF HACAP'S LEASEHOLD INTEREST. HACAP may not encumber by mortgage, deed of trust or other financial instrument, the Leased Premises.

SECTION 15. INSURANCE.

15.1. HACAP shall maintain during the Term of this Lease insurance set forth in City's Standard Insurance Schedule for Lessees of City Property. The insurance limits in such uniform, standardized schedule may from time to time be reasonable amended. The Insurance Schedule is attached to this lease as Insurance Schedule A. Lessor shall provide written notice of any rate limit amendment to the Insurance Schedule not less than sixty days prior to the effective date of such amendment.

15.2. Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of City shall furnish proof of such insurance), property insurance against loss and/or damage to improvements under an insurance policy written on the Special Perils Form in an amount not less that the full insurable replacement value of the Improvements. The term "replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other insurable items) and equipment, and shall be determined from time to time at the reasonable request of City, but no more frequently than once every three years, and paid for by Lessee.

15.3. Lessee agrees to promptly notify City in the case of damage exceeding $50,000 in amount to, or destruction of, Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Lessee, and Lessee, in its sole discretion, may remove or repair, reconstruct, restore, or replace the Improvements to substantially the same or an improved condition or value as they existed prior to the even causing such damage subject to the requirements of the City of Dubuque Code of Ordinances and, to the extent necessary to

accomplish such repair, reconstruction and restoration, Lessee may apply the Net Proceeds of any insurance relating to such damage received by Lessee to the payment or reimbursement of the cots thereof. Lessee shall notify Lessor of any damage to the flood wall regardless of the amount of such damage.

15.4. Lessee shall complete the removal, replacement, repair, reconstruction or restoration of improvements, whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient.

SECTION 16. INDEMNIFICATION.

16.1. Indemnification of Lessee. To the extent allowed by law, Lessor will defend, indemnify, and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, cost and expenses (including, without limitation, reasonable attorneys' fees and expenses) impose upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damaged to property occurring on or about the Demised Premises, resulting from any act or omission of Lessor its agents, employees, lessee's or invitees, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease, (c) any breach on the part of Lessor to perform or comply with any of the terms of this Lease, (c) any failure on the part of Lessor of any warranty or representation contained in Section 12, and (d) any Hazardous Substance on the Demised Premises, which is not the responsibility of Lessee pursuant to Section 21.2. In case any action, suit or proceeding is brought against Lessee by reason of such occurrence, Lessor will, at Lessor's expense and discretion, either defend such action, suit, or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be reasonably withheld.

16.2. Indemnification of Lessor. Lessee will defend, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises, during the Term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the Term of the Lease and (b) any failure on the part of Lessee to perform or comply in any material respect with any of the material terms of this Lease, (c) any material breach on the part of Lessee of any warranty or representation contained in Section 12, and (d0 any Hazardous Substance on the Demised Premises, which is the responsibility of Lessee pursuant to Section 21.2. In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense and discretion, wither defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessor, which approval will not be unreasonably withheld.

16.3. Survival. The obligations and liabilities under this Section shall survive and continue in full force and effect and shall not be terminated, discharged, or released, in whole or in part, irrespective of the termination or expiration of the term of this Lease.

SECTION 17. CONDEMNATION.

17.1. If at any time during the Term of this Lease all or substantially all of the Leased 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 other than City, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid fees shall be apportioned based upon the value of the property taken and the damages actually sustained taking into consideration any contractual liability incurred by HACAP as a result thereof as of said date. Substantially all the Leased Premises and the improvements thereon shall be deemed to have been taken if the remaining portion of the Leased shall not be of sufficient size to permit HACAP to operate its business thereon in a manner similar to that prior to such taking.

17.2. Temporary Taking. If the temporary use of the whole or any part of the Leased 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 other than City, the Term of this Lease shall not be reduced or affected in any way, and HACAP shall continue to pay in full the fees, additional fees, and other sum or sums of money and charges herein reserved and provided to be paid by HACAP, and the entire award for such temporary taking shall be paid to HACAP. HACAP shall repair and restore any and all damage to the Leased Premises and the improvements as soon as reasonably practicable after such temporary taking.

17.3. Bankruptcy or Insolvency of HACAP. In the event HACAP is adjudicated a bankrupt or in the event of a judicial sale or other transfer of HACAP's Lease interest by reason by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by City to HACAP, then and in any such events, City may, at its option, immediately terminate this Lease, re-enter said premises, upon giving of ten (10) days' written notice by City to HACAP, all to the extent permitted by applicable law.

SECTION 18. DEFAULT.

18.1 City's Rights in the Event of HACAP's Default. If HACAP 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 City setting forth the nature of HACAP'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 HACAP has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence but in no event longer than one hundred eighty (180) days or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by

promptly initiating and diligently continuing reasonable efforts, then and in any such event, City shall have the right at its option, on written notice to HACAP, to terminate this Lease. City shall thereafter have the right to enter and take possession of the Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of City's original estate, without incurring any liability to HACAP 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.

18.2 HACAP's Rights in the Event of City's Default. If City 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 HACAP setting forth the nature of City'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 City has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence but in no event longer than one hundred eighty (180) days, or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, HACAP shall have all rights available to it provided by law or equity.

SECTION 19. RIGHT TO CURE OTHER'S DEFAULTS. Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by such party hereunder, then, following thirty (30) days' prior written notice to such defaulting party (or such additional time to cure as may be accorded pursuant to 17.1 above, but in no event longer than ninety (90) days), the other party, at such other party's option, in addition to all other remedies available to such other party, may perform or cause to be performed such work, labor, services, acts or things, and take such other steps, including entry onto the Demised Premises and the improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition, or agreement which is in default.

SECTION 20. MECHANIC'S LIENS. Neither HACAP nor anyone claiming by, through, or under HACAP, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the interest of HACAP therein, and notice is hereby given

that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of City, HACAP covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

SECTION 21. ENVIRONMENTAL.

21.1 HACAP Compliance with Law. HACAP shall comply with all applicable local, state and federal laws, rules, regulations and permits with regards to the Leased Premises and its use, occupancy, and control of the Leased Premises.

21.2 Environmental Matters.

A. HACAP covenants and agrees that City shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by or results from HACAP, HACAP's use, occupancy or control of the Leased Premises, except for City Hazardous Substances (any Hazardous Substance which leaches or migrates upon the Leased Premises from any property owned by City). Notwithstanding any other provision of this Lease, HACAP shall not have any responsibility for any Hazardous Substance which leaches or migrates upon the Leased Premises from any adjacent property or any release of a Hazardous Substances which is caused by City or which pre-exists the date of this Lease, except as follows: (a) HACAP shall be responsible for known pre- existing releases for which HACAP fails to take due care and adequate precaution and/or for which HACAP's actions or inactions cause a worsening of the release, and (b) HACAP shall provide full cooperation, assistance, and access to City or other parties investigating and/or responding to a threatened or actual release.

B. HACAP covenants and agrees to promptly notify City of any release of Hazardous Substance for which HACAP is responsible under this Section 12.2(1) that exceeds permitted levels as defined by any local, state or federal laws applicable to HACAP's use of the Leased Premises originating after the effective date of this Lease (Release) in, on or about the Leased Premises of which HACAP suspects or has actual knowledge.

C. HACAP covenants and agrees to promptly take any and all necessary and appropriate response to fully address any Release following the advance notice to City required in Section 12.2(2) above. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by applicable law. HACAP shall respond to such Release to the full extent required by applicable law; however, in no event shall HACAP allow limitations or restrictions to be placed on the Leased Premises without the written consent of City.

D. Except as necessary to conduct its operations and use the Leased Premises as detailed in Section 1.6 and 1.7, HACAP covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Leased Premises or allow the manufacture treatment, or disposal of Hazardous Substances on the Leased Premises. HACAP shall use and store on the Leased Premises only those Hazardous Substances as are associated with its regular business activities, and then only as allowed by applicable law.

E. For the purposes of this Lease, "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a "hazardous substance" pursuant to 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste" pursuant to § 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, 42 U.S.C § 9601 et seq., or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq. The term "Hazardous Substance" shall not include any air emissions discharged into the atmosphere as allowed by a duly issued permit from the applicable governmental agency.

SECTION 22. AMERICANS WITH DISABILITIES ACT. HACAP shall be solely responsible for, and agrees to indemnify and hold City harmless from, any and all repairs, additions, claims, fines, penalties, fees or any other costs or obligation in any way imposed by or required by or related to the Americans with Disabilities Act in connection with the Leased Premises during the Term of this Lease.

SECTION 23. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

SECTION 24. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

SECTION 25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be

binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

SECTION 26. MEMORANDUM OF AGREEMENT. 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 Leased Premises, also including such other clauses therein as either party may desire.

SECTION 27. SEVERABILITY; AMENDMENT; BINDING EFFECT: ETC. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by City and HACAP. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

SECTION 28. NOTICES. 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:

If to City:

City Manager
50 W. 13th Street
Dubuque, Iowa 52001

If to HACAP:

Contact Person: Christi Regan
1515 Hawkeye Dr, Cedar Rapids, IA 52233
Email: cregan@hacap.org
Phone:

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION 29. MISCELLANEOUS.

29.1. Time of the Essence. Time is of the essence of this Lease and all of its provisions.

29.2. Holdover. Should HACAP remain in possession of the Leased Premises after the expiration of the Lease, or any renewal thereof, without the execution of a new License, such holding over in the absence of a written agreement to the contrary shall be deemed, if City so elects, to have recreated and be construed to be a tenancy from month to month, terminable upon thirty (30) days' written notice by City. Rent shall be prorated on a monthly basis until a new agreement is executed. The prorated Rent are subject to a retroactive Rent increase as agreed to by City and HACAP as part of executing a new Lease agreement after the Term of this Lease expires.

29.3. 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.

29.4. 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.

29.5. 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.

29.6. 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 City and HACAP. All references in this Lease to "City" or "HACAP" shall be deemed to refer to and include successors and assigns of City or HACAP without specific mention of such successors or assigns.

29.7. 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 of construction materials, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, explosions, hazardous conditions, fire, flood, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease (collectively "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

29.8. Attorney's Fees. In any action to enforce or contest any provision of this Lease, or to obtain a declaration of the rights or obligations of the parties hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred by such party in connection with such action.

29.9 Release of Information. City hereby authorizes HACAP to release Information regarding {Including without limitation, full reports and results, any and all environmental testing completed with regard to the Premises (including without limitation, lead, asbestos, and radon testing) as directed by the Department of Health and Human Services (DHHS)/the Office of Head Start (OHS).

SECTION 30. DISPUTE RESOLUTION. City and HACAP agree that prior to the commencement of any judicial proceeding for any controversy arising out of or relating to the construction or interpretation of this Lease, the parties will engage in mediation in accordance with the Commercial Arbitration Rules of the U. S. Arbitration & Mediation, Midwest ("USA&M") or the American Arbitration Association ("AAA"). The parties shall divide equally all costs of mediation which shall be paid immediately upon billing by the mediation service.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

HAWKEYE AREA COMMUNITY ACTION PROGRAM, INC.

By: _____
Jane Drapeaux, CEO

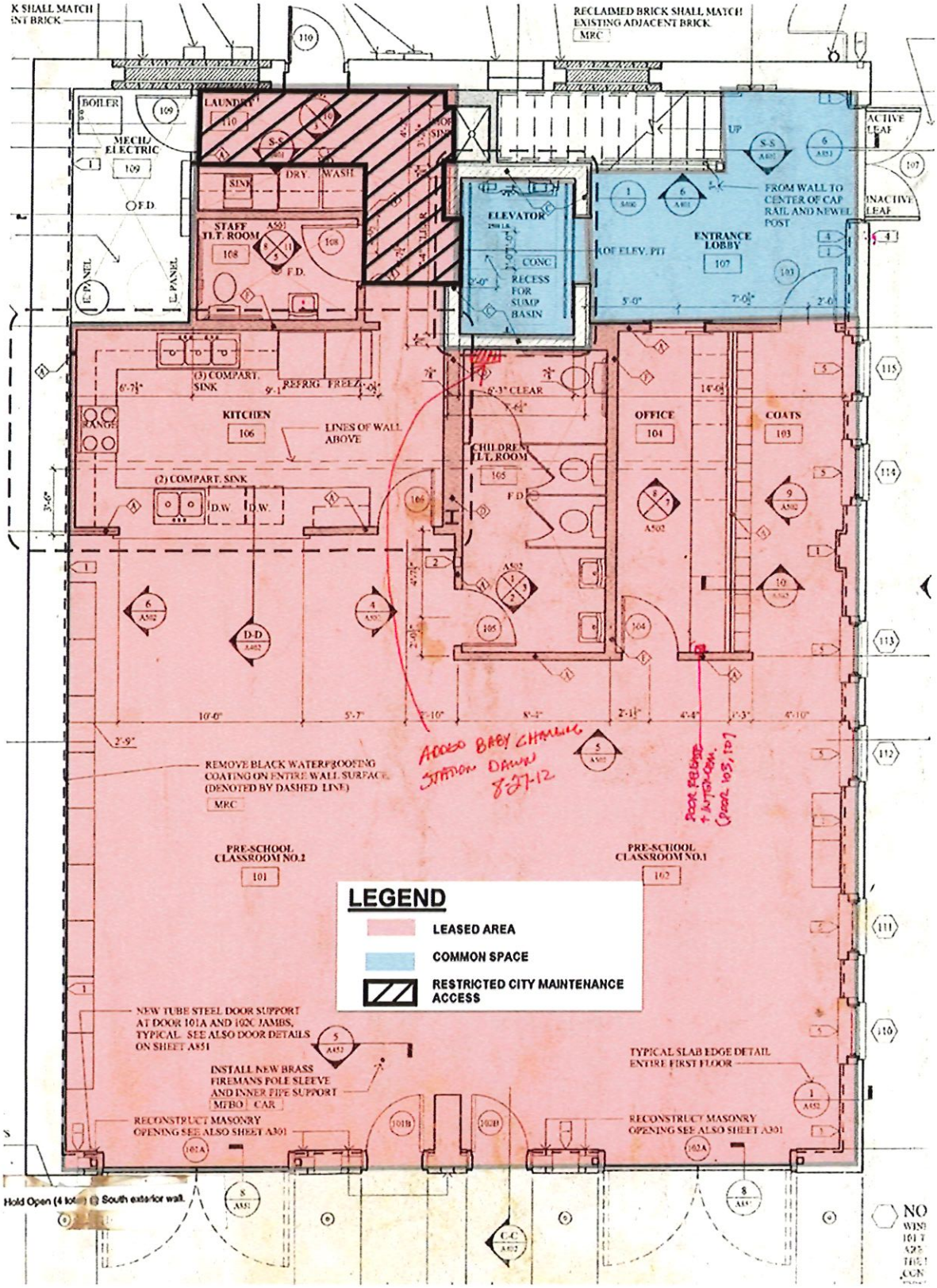
LIST OF EXHIBITS

Exhibit A Leased Premises

Exhibit B Hacap's Head Start Inventory List

EXHIBIT A

THE LEASED PREMISES


RECLAIMED BRICK SHALL MATCH EXISTING ADJACENT BRICK.
MRC
BOILER
MECH/ ELECTRIC
LAUNDRY
DRY
WASH
SINK
F.D.
STAFF TLT. ROOM
ELEVATOR
CONC
RECESS FOR SUMP BASIN
ROF ELEV. PIT
ENTRANCE LOBBY
FROM WALL TO CENTER OF CAP RAIL AND NEWEL POST
ACTIVE LEAF
INACTIVE LEAF
UP
(3) COMPART. SINK
REFRIG
FREEZ.
KITCHEN
LINES OF WALL ABOVE
(2) COMPART. SINK
D.W.
CHILDREN'S TLT. ROOM
OFFICE
COATS
REMOVE BLACK WATERPROOFING COATING ON ENTIRE WALL SURFACE (DENOTED BY DASHED LINE)
MRC
ACCESS BABY CHANGING STATION DRAWN 8-27-12
PRE-SCHOOL CLASSROOM NO.2
PRE-SCHOOL CLASSROOM NO.1
LEGEND
LEASED AREA
COMMON SPACE
RESTRICTED CITY MAINTENANCE ACCESS
NEW TUBE STEEL DOOR SUPPORT AT DOOR 101A AND 102C JAMBS, TYPICAL. SEE ALSO DOOR DETAILS ON SHEET A851
INSTALL NEW BRASS FIREMANS POLE SLEEVE AND INNER PIPE SUPPORT
MTBO CAR
TYPICAL SLAB EDGE DETAIL ENTIRE FIRST FLOOR
RECONSTRUCT MASONRY OPENING SEE ALSO SHEET A301
Hold Open (4 lots) @ South exterior wall.

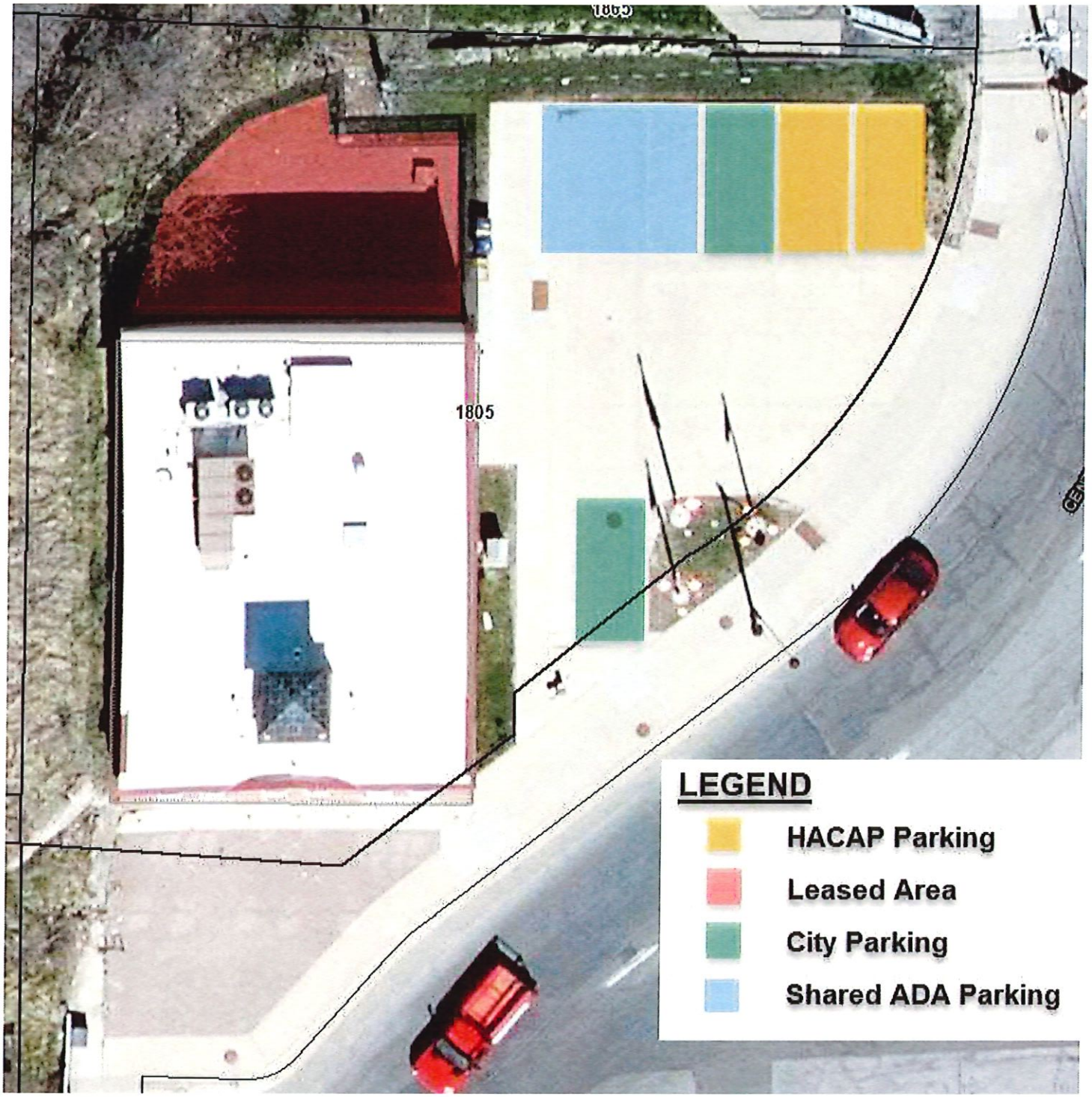

1805
LEGEND
HACAP Parking
Leased Area
City Parking
Shared ADA Parking

EXHIBIT B

HACAP'S HEAD START INVENTORY LIST

HACAP Head Start - Engine House **2023 February**

Tag #	Location	Item	Quantity	Notes
	Classroom	Book Shelf	1	
	Classroom	Book Rack	1	
	Classroom	Bookcase	1	
	Classroom	Preschool Storage unit	3	
	classroom	Adult Chairs	3	
	Classroom	Child Chairs	36	
	Classroom	double sided Art Easel	1	
	Classroom	Preschool kitchen set	1	
	Classroom	Child size table & 4 chair set	1	
	Classroom	Area Rugs	3	
	Classroom	Sand and Water table	1	
	Classroom	Shelving Units	6	
	Classroom	Cots	17	
	Classroom	Child - 2 piece Sofa set	1	
	Classroom	Wooden table	1	
	Classroom	Rectangular tables	4	
	Classroom	Classroom Toys/ manipulatives/puzzles building blocks, etc		
	Classroom	Children's books		
	Kitchen	residential dishwasher	2	
	Kitchen	Electric range	1	
	Kitchen	Refrigerator/Freezer	1	
	Kitchen	Upright Freezer	1	
	Kitchen	Serving Cart	1	
	Kitchen	Meal Service ware		
	Office	Mifi - US Cellular	1	
	Office	Cellphone & telephone	1	
	Office	Office Chairs	3	
	Office	mini refrigerator	1	
	Office	Laptop computers	3	
	Office	Apple I-Pad	1	
	Office	Kyocera Printer	1	
	Office	2 drawer file cabinet	2	
	Other	Wash Machine	1	
	Other	Clothes Dryer	1	

EXHIBIT C

INSURANCE SCHEDULE A

1. Lessee 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. Lease Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The 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 Director of Finance and Budget. 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.

10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

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

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: ___ Yes __X__ No

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

Each occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

__X__ Yes ___ No

Evidence of property coverage provided: ___ Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

__X__ Yes ___ No

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

F) FLOOD INSURANCE

___ Yes __X_ No

If Required Coverage $_____

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

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

SPECIMEN

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

RESOLUTION NO. _____ - 25

APPROVING THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND HAWKEYE AREA COMMUNITY ACTION PROGRAM FOR REAL PROPERTY LOCATED ON CENTRAL AVENUE

WHEREAS, the City of Dubuque, Iowa (City) has tentatively entered into a Lease Agreement with Hawkeye Area Community Action Program (HACAP), subject to City Council approval, under which HACAP will lease certain real property located at 1805 Central Avenue, Suite 1 in Dubuque, Iowa; and

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

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

SECTION 1. The Lease Agreement attached hereto is hereby approved.

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 17.

ITEM TITLE:	Request for City Council Ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 Collective Bargaining Agreement
SUMMARY:	City Manager recommending City Council ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) Collective Bargaining Agreement that became effective July 1, 2024.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 9-8-25 Memo to MVM re Request for Execution of First Amendment to DPFA (Fire) 7-1-24 CBA (Wage Plans implementation and Grievance Resolution)
3. First Amendment to 7-1-2024 DPFA (Fire) CBA re Wage Implementation Dates & Grievance 25-01 Resolution (Partially Executed)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 Collective Bargaining Agreement

DATE: September 9, 2025

Chief Human Resources Officer Shelley Stickfort is recommending City Council ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) Collective Bargaining Agreement that became effective July 1, 2024.

The First Amendment is to resolve DPFA grievance #25-01 and document mutual understanding of the parties regarding the implementation dates for the negotiated Wage Plans.

The Union ratified this First Amendment on August 29, 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
Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, Chief Financial Officer
Amy Scheller, Fire Chief

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Chief Human Resources Officer

DATE: September 8, 2025

RE: Request for City Council Ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024 CBA

The purpose of this First Amendment is to resolve DPFA grievance #25-01 and document mutual understanding of the parties regarding the implementation dates for the negotiated Wage Plans as provided for within the Dubuque Professional Firefighters Association (DPFA) Collective Bargaining Agreement (CBA) that became effective July 1, 2024.

This First Amendment provides explicit understanding regarding the date that wage plans become effective for the duration of the July 1, 2024 City of Dubuque/DPFA CBA and resolves at Step 1 the grievance #25-01 filed by DPFA.

The Union ratified this First Amendment on August 29, 2025.

I respectfully request your support for the recommendation that the Dubuque City Council votes to ratify, and therefore fully execute, this First Amendment to the July 1, 2024 DPFA (Fire) CBA.

Attachments: Partially executed First Amendment

cc: Jenny Larson, CFO
Amy Scheller, Fire Chief

FIRST AMENDMENT
TO
AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 25
July 1, 2024 – June 30, 2027

This First Amendment to Agreement, dated for reference purposes the 21st day of August, 2025, is made and entered into between the Dubuque Professional Firefighters' Association("Union" or "DPFA") and the City of Dubuque, a municipal corporation ("City").

To provide clear, unambiguous understanding of the related Agreement provision language and to resolve DPFA/Union grievance #25-01 regarding the effective date of annual Wage Plans, the parties agree as follows:

Section 1. Effective upon ratification, at Article 5 **WAGES/OVERTIME.**

Section 5.1 Wage Plan

Employees shall be paid pursuant to Appendix A of this Agreement outlining the wage plan which represents the base pay for positions covered by this Agreement.

For the first year of this Agreement that includes the FY25, the Wage Plan is effective July 1, 2024. For the second year of this Agreement that includes the FY26, the Wage Plan is effective July 1, 2025. For the third year of this Agreement that includes the FY27, the Wage Plan is effective the first date of the first full pay period after July 1, 2026.

Section 2.

Pay adjustments for the period from July 1, 2025 through July 5, 2025 pursuant to this First Amendment shall be reflected in effected employees' pay within sixty (60) days of the full execution of this Amendment.

Section 3. Appendices A.1, A.2, and A.3

Wage Plans in Appendix A.1, Appendix A.2, and Appendix A.3 are amended to reflect the last paragraph of Section 1. of this First Amendment.

Section 4. DPFA Grievance #25-01 Wage Plan Effective Date

The parties agree that ratification of this First Amendment resolves the DPFA Grievance #25-01 filed to Step 1 and such grievance is withdrawn.

Section 5. Each person signing this First Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

Section 6. This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understanding that the parties may have with respect to same.

Executed in Dubuque, Iowa as of the date first above written.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

DUBUQUE PROFESSIONAL FIREFIGHTERS' ASSOCIATION

By: _____
William Sullivan President

ATTEST: _____
Adrienne Breitfelder, City Clerk

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 18.

ITEM TITLE:	City Attorney's Office Restructure, State Law Impacts
SUMMARY:	City Manager recommending City Council approval of the City Attorney’s Office restructuring plan.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. MVM_CAO Reorg_9-11-25

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: City Attorney's Office Restructure, State Law Impacts

DATE: September 11, 2025

City Attorney Crenna Brumwell is recommending City Council approval of the City Attorney's Office restructuring plan.

Prior personnel complement of 5.62 FTE:

City Attorney
Senior Counsel
Assistant City Attorney II
Civil Rights Specialist (eliminated)
Paralegal (vacant)
Legal Administrative Assistant

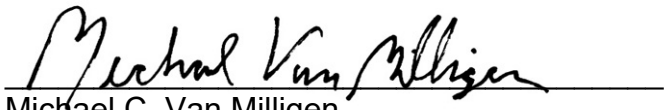
Proposed personnel complement, 5.62 FTE:

City Attorney
Senior Counsel
Assistant City Attorney II
Assistant City Attorney I
Lead Administrative Support Professional
Administrative Support Professional

Elimination of the Civil Rights Specialist and creation of an Assistant City Attorney I position achieves compliance with Iowa Code Chapter 19 and creates additional capacity for legal work within the City Attorney's Office.

Reclassification of the Paralegal position to Lead Administrative Support Professional is consistent with the duties that would be expected within the office; Joni Medinger would take on this position and recruitment for an Administrative Support Professional would be planned for after a new attorney was on-boarded, approximately mid-fiscal year.

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



Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

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

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: **MICHAEL C. VAN MILLIGEN, CITY MANAGER**

DATE: **SEPTEMBER 11, 2025**

RE: **OFFICE RESTRUCTURE, STATE LAW IMPACTS**

The City Attorney's Office is currently in flux related to staffing. Our paralegal took a position at the Airport in February; we have yet to fill the position as we were looking at our structure to determine how best to meet the needs of the organization. Additionally, several state law changes are having impact on city operations, whether it be civil service procedures, traffic enforcement, or work specifically within the City Attorney's Office.

A new Chapter 19 of the Iowa Code was added when the legislature passed and the governor signed House File 856.

Staffing discussion:
Prior to the law change, the City Attorney's Office was staffed by 5.62 FTEs. The breakout included:

2.62 Attorneys
1 Civil Rights Specialist
1 Paralegal
1 Legal Administrative Assistant

The language of the new law excludes from the definition of prohibited DEI offices those offices staffed exclusively by attorneys, paralegals, and secretarial support.

As the Civil Rights Specialist position was a non-attorney, non-support staff position, it could not be maintained in the City Attorney's Office without falling within the definition of a prohibited DEI office. The Civil Rights Specialist position was eliminated effective August 8, 2025.

Proposal:

As you know the City Attorney's Office has requested an additional attorney during the last two (2) budget cycles. As we are down a Paralegal position and the state law has resulted in elimination of the Civil Rights Specialist position, I am seeking authorization for a larger restructuring of the City Attorney's Office.

Prior personnel complement of 5.62 FTE:
City Attorney
Senior Counsel
Assistant City Attorney II
Civil Rights Specialist (eliminated)
Paralegal (vacant)
Legal Administrative Assistant

Proposed personnel complement, 5.62 FTE:
City Attorney
Senior Counsel
Assistant City Attorney II
Assistant City Attorney I
Lead Administrative Support Professional
Administrative Support Professional

Elimination of the Civil Rights Specialist and creation of an Assistant City Attorney I position achieves compliance with Iowa Code Chapter 19 and creates additional capacity for legal work within the City Attorney's Office.

Reclassification of the Paralegal position to Lead Administrative Support Professional is consistent with the duties that would be expected within the office; Joni Medinger would take on this position and recruitment for an Administrative Support Professional would be planned for after a new attorney was on-boarded, approximately mid-fiscal year.

Both Paralegal and Civil Rights Specialist were classified on the wage plan as NB11 but the actual individuals in the positions were at different steps. The Civil Rights Specialist NB11 position will be replaced with Assistant City Attorney I at NB15, Step 1. The Paralegal NB11 position will become a Lead Administrative Support Professional NB09, Step 3. The Legal Administrative Assistant NB08, Step 4 will become an Administrative Support Professional NB07, Step 1.

The steps for each salary grade are included below.

SALARY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NB15	Hourly	$ 40.19	$ 42.42	$ 44.65	$ 47.28	$ 49.90	$ 52.53
	Bi-weekly	$ 3,215.20	$ 3,393.60	$ 3,572.00	$ 3,782.40	$ 3,992.00	$ 4,202.40
	Annually	$ 83,595.20	$ 88,233.60	$ 92,872.00	$ 98,342.40	$ 103,792.00	$ 109,262.40

SALARY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NB11	Hourly	$ 30.35	$ 32.03	$ 33.72	$ 35.71	$ 37.69	$ 39.68
	Bi-weekly	$ 2,428.00	$ 2,562.40	$ 2,697.60	$ 2,856.80	$ 3,015.20	$ 3,174.40
	Annually	$ 63,128.00	$ 66,622.40	$ 70,137.60	$ 74,276.80	$ 78,395.20	$ 82,534.40

SALARY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
NB09	Hourly	$ 27.22	$ 28.74	$ 30.25	$ 32.03	$ 33.80	$ 35.59
	Bi-weekly	$ 2,177.60	$ 2,299.20	$ 2,420.00	$ 2,562.40	$ 2,704.00	$ 2,847.20
	Annually	$ 56,617.60	$ 59,779.20	$ 62,920.00	$ 66,622.40	$ 70,304.00	$ 74,027.20
NB08	Hourly	$ 25.20	$ 26.60	$ 28.01	$ 29.65	$ 31.30	$ 32.95
	Bi-weekly	$ 2,016.00	$ 2,128.00	$ 2,240.80	$ 2,372.00	$ 2,504.00	$ 2,636.00
	Annually	$ 52,416.00	$ 55,328.00	$ 58,260.80	$ 61,672.00	$ 65,104.00	$ 68,536.00
NB07	Hourly	$ 23.29	$ 24.59	$ 25.88	$ 27.40	$ 28.92	$ 30.45
	Bi-weekly	$ 1,863.20	$ 1,967.20	$ 2,070.40	$ 2,192.00	$ 2,313.60	$ 2,436.00
	Annually	$ 48,443.20	$ 51,147.20	$ 53,830.40	$ 56,992.00	$ 60,153.60	$ 63,336.00

A salary comparison for the proposed changes in the City Attorney's Office personnel complement would look like:

Position	**Current Salary Expenditure**	**Proposed Salary Expenditure**
Assistant City Attorney I	$0	$83,595.20
Civil Rights Specialist	$77,814.31	$0
Paralegal	$81,617.55	$0
Lead Administrative Support Professional	$0	$62,920
Legal Administrative Assistant	$61,672	$0
Administrative Support Professional	$0	$48,443.20
Total Salary Expenditure	**$221,103.86**	**$194,958.40**
Initial Savings with Reorganization	**$0**	**$26,145.46**

The figures above are for an entire fiscal year. We will not spend these totals in FY26 as each position will be filled for a different length of time during the fiscal year. After a 6-month probationary period the Assistant City Attorney I and Administrative Support

Professional would be eligible for Step Increases for an additional $7,342.40, bringing the ultimate savings to the organization from this restructuring to $18,803.06.

I respectfully request your permission and approval of this restructuring plan.

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 19.

ITEM TITLE:	City Manager Retirement - June 2027
SUMMARY:	City Manager sharing correspondence to the City Council regarding plans to retire as City Manager of Dubuque in June 2027.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 25_09_05 City Manager Retirement - June 2027 email

Mike Van Milligen

From: Mike Van Milligen
Sent: Friday, September 5, 2025 6:10 AM
To: City Council
Cc: Crenna Brumwell; Adrienne Breitfelder; Cori Burbach
Subject: Retirement - June, 2027

Dear Mayor Cavanagh and Esteemed Members of the Dubuque City Council:

Entering 2025 I was planning to retire within 5 years. Coming way too close to being killed by a hit and run drunk driver on March 27, 2025, has caused me to pick a time sooner rather than later.

In our life we have multiple defining moments. A few of mine were:

1. Being fortunate to have two loving parents who had grown up during the Great Depression and then both served in the Army in the Pacific Theater in World War II.
   They taught me that, "Family is about Love and Respect."
   In their lives they modeled the secrets to success:
   Hard Work.
   Good Attitude.
   Be Humble and Kind.
   Make Good Choices, the most important one being your life partner.
   These were special lessons to learn from members of, "The Greatest Generation."
2. Coming out of college and getting my first full-time job as a Police Officer in Carbondale, Illinois. The next 7 years instilled in me the importance and the gratification of public service and provided me the best supervisors, mentors, and lifelong friends anyone could ask for. They taught me that listening and problem solving are foundational to achieving results, and in the end, you must take action.
3. Meeting my wife, Nancy, in graduate school was a life changing event.
   Nancy put into practice the concepts of Love and Respect building a healthy family. I also learned what Nancy meant by her saying, "If there is room in the heart, there is room in the home." I have been able to experience the joy of having over 30 children live in our home, including our own 5 children. And, now to experience the joy of having 18 grandchildren, with the newest arrival coming August 4, 2025.
4. Being hired in Skokie, Illinois, then being promoted to Assistant Village Manager,
   Having the opportunity to learn from one of the best Village Managers in our profession on how to run local government like a business to achieve meaningful outcomes that affect people's quality of life.
5. Being hired as the City Manager in Dubuque beginning in January 1993.
   This has been a great honor, as I have had the privilege of being a small part of an amazing team consisting of tremendously talented people, including city employees, elected officials, and members of organizations we have been proud to call partners. Our mantra has aways been, "Planning, Partnerships, and People." My personal goal has been to empower others, as beautifully expressed by the Conductor of the Boston Philharmonic Orchestra, Benjamin Zander, when he said, "The conductor of an orchestra doesn't make a sound. He depends, for his power, on his ability to make other people powerful."

Of course, the most important people are the residents of this great city, and they are the reason this is the “Masterpiece on the Mississippi.”

6. But, not every defining moment is positive. March 27, 2025 I was struck in downtown Dubuque by a hit and run drunk driver. Having experienced this, “brush with death,” it helped crystallize my thoughts on retirement.

Satchel Paige said, “How old would you be if you did not know how old you were?” Age is not just a chronological number. After almost 50 years in public service I still look forward to coming to work and being part of this great team. For the last 20 years I have gotten up early every morning spending over 2 hours exercising. Over the last 6 years I have walked over 18 million steps, walking 4 – 6 miles a day, having been on an 82-day streak without a miss when I was struck by the drunk driver. I also love to read books and do research, challenging myself to be in a state of continuous improvement and discovery.

The automobile accident reminded me that life can change in the blink of an eye and that if I hope to have a third career after first Policing and then City Management, and to have the time and flexibility to enjoy time with my beautiful wife and wonderful family, I need to retire from the 24/7 demands of being the City Manager of Dubuque. My children and grandchildren are spread out across the country, and I look forward to being able to spend more time with them.

I plan to retire as City Manager of Dubuque in June, 2027, a little over 20 months from now. I thought it important that once Nancy and I had made this decision that I share it with you. I hope this advance notice provides you as the Mayor and City Council time to plan for the selection of the next City Manager and the transition that will need to take place.

In my time in Dubuque I have had the honor to work with and work for people of great character. Thank you for the kindness you have shown me and thank you for your exceptional leadership.

Mike

Mark Twain said, “The two most important days in your life are the day you are born and the day you find out why.”

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 20.

ITEM TITLE:	Iowa Economic Development Authority Workforce Housing Tax Credit Awards - Two Awards in Dubuque
SUMMARY:	City Manager sharing information on Iowa Economic Development Authority Workforce Housing Tax Credit Awards, with Dubuque receiving two awards totaling $2 million and tying with Council Bluffs for the highest awards.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. whtc-awards_09102025

PROJECT TYPE: SMALL[1]

Applicant	Project Title	City	County	# of Units	Total Tax Credit
Dan Sherman Enterprises LLC	Alburnett Family Housing Project	Alburnett	Linn	6	$219,600
Forge, Inc.	Kouba Development	Anamosa	Jones	20	$699,057
Vision Atlantic, Inc.	Camblin Hills Workforce Housing Project	Atlantic	Cass	10	$381,675
McCarthy Construction, Inc.	Avoca Workforce Patton Street Housing	Avoca	Pottawattamie	6	$216,000
Prairie Place, LLC	Prairie Place Phase 2	Boone	Boone	24	$823,393
TWENTY40 BUILDING CONCEPTS, INC	Dows Agri-Community 15 Single Family Homes	Cedar Rapids (outside city limits)	Linn	15	$585,000
Huegerich Holdings Series 2	Central Elementary Residential Conversion	Centerville	Appanoose	20	$591,192
Union Place, L.L.C.	Union Place, L.L.C.	Charles City	Floyd	74	$1,000,000
DHC 1, LLC	Cumming Mixed Use	Cumming	Warren	32	$1,000,000
The Crescent Group, LLC	The Crescent Pointe of Danville	Danville	Des Moines	12	$429,000
Decorah Real Estate GP LLC	Anundsen Building Decorah	Decorah	Winneshiek	9	$208,958
Torkelson Properties, LLC	Eagle Grove Daycare 8	Eagle Grove	Wright	8	$260,998
Park Ridge Rentals LLC	Park Ridge Homes	Edgewood	Clayton	10	$393,048
Vastu Partners LLC	North Campus Ridge Phase 3	Fairfield	Jefferson	15	$533,817

Applicant	Project Title	City	County	# of Units	Total Tax Credit
Fairfield Economic Development Association O/A Grow Fairfield	Grow Fairfield - 2025 SF Homes	Fairfield	Jefferson	5	$167,219
District 29 Apartments III, LLC	District 29 III	Fort Dodge	Webster	49	$1,000,000
24WF River District, LLC	River District Workforce	Fort Dodge	Webster	24	$874,440
R-Pact Granger 1, L.C.	Prairie Edge Lofts	Granger	Polk	42	$1,000,000
Oakhurst Properties, LLC	Inwood Apartments	Inwood	Lyon	8	$292,260
Main Street Keokuk, Inc.	1114 and 1116 Restoration Project	Keokuk	Lee	2	$49,000
Origin Homes 2025, LLC	Knoxville Phase 3	Knoxville	Marion	5	$199,999
Red Rocks Apts Series II	Red Rocks Residences	Knoxville	Marion	10	$380,250
Axis Capital, LLC	The Ridge Townhomes	Le Mars	Plymouth	40	$1,000,000
Wesley D. Schulte	Manchester Housing Developments	Manchester	Delaware	23	$903,569
Janbur LLC	Manning duplexes	Manning	Carroll	4	$142,500
Flynnland, LLC	Lone Star Apartments	Marcus	Cherokee	8	$289,804
The Kirk MC, LLC	The Kirk Apartments	Mason City	Cerro Gordo	19	$629,254
LPE Development LLC	Briarstone West Townhomes	Mason City	Cerro Gordo	6	$224,100
Next Level Development, LLC	Briarstone West Apartment	Mason City	Cerro Gordo	12	$396,300
JAMC Real Estate Solutions	Rock Creek Ridge — Maxwell	Maxwell	Story	6	$210,750
Front Porch Development, Inc.	Front Porch Homes — Newton	Newton	Jasper	2	$73,980
Oskaloosa Multifamily, LLC	Oskaloosa MF	Oskaloosa	Mahaska	50	$1,000,000

Applicant	Project Title	City	County	# of Units	Total Tax Credit
Origin Homes 2025, LLC	Panora — Dream Acres Housing	Panora	Guthrie	5	$199,999
Van Beek Builders Inc.	Rock Ridge Condo Addition Phase 2	Rock Valley	Sioux	7	$239,820
MK Purple Martin, LLC	Purple Martin, Shelby	Shelby	Shelby	36	$1,000,000
Axis Capital, LLC	CenterView Townhomes	Sioux Center	Sioux	20	$746,520
Waverly Medical Park LLC	Waverly Medical Park LLC	Waverly	Bremer	18	$646,795
HQ Homes, LLC	HQ Homes	Webster City	Hamilton	33	$1,000,000
Wright Capital, LLC	Webster City Downtown Apartment Development	Webster City	Hamilton	2	$66,624
Parkside Partners .LLC	Parkside Hills Reimagined Phase I	West Branch	Cedar	36	$1,000,000
Big Hand Pepper LLC	Pennington Addition	West Burlington	Des Moines	19	$777,668
TOTALS				**752**	**$21,852,589**

[1] Community in the 88 least-populated counties, or community in the 11 most-populated counties that meets both of the following criteria: Population of 2,500 or less, based on 2020 census data, and population growth of less than 30% as determined by comparing census data from 2010 to 2020.

PROJECT TYPE: LARGE[2]

Applicant	Project Title	City	County	# of Units	Total Tax Credit
Keystone Equity Group, L.L.C.	Harrison Court - Ames	Ames	Story	12	$261,496
Big Hand Pepper LLC	Green Hill Village Housing Addition	Cedar Falls	Black Hawk	16	$334,786
Rose Cottage 2, LC	Rose Cottage 2, LC	Cedar Rapids	Linn	58	$1,000,000
Prairie Rose Rentals Co	Southside Infill Project	Cedar Rapids	Linn	6	$106,800
WE Roost, LLC	West End Roost	Council Bluffs	Pottawattamie	89	$1,000,000
First Avenue Freeze Out, LLC	30th & 1st Avenue	Council Bluffs	Pottawattamie	145	$1,000,000
Telus Condos LLC	Telus Condos	Des Moines	Polk	32	$644,400
HOA Aston LLC	The Aston	Des Moines	Polk	161	$1,000,000
Millwork Flats, L.L.C.	Millwork Flats	Dubuque	Dubuque	76	$1,000,000
Dubuque 5th & Main, LLC	5th & Main Project	Dubuque	Dubuque	102	$1,000,000
Igram Family LLC	Igram Village	Hiawatha	Linn	48	$899,335
Northpark Row LLC	Northpark Rowhomes	Huxley	Story	92	$1,000,000
Sierra Heights, L.L.C.	Sierra Heights	Nevada	Story	138	$1,000,000
Oak Park Estates L.C.	Oak Park Estates — Townhomes	Nevada	Story	4	$90,371
Jordan Street Developers, LLC	Jordan St Lofts	North Liberty	Johnson	96	$1,000,000
Westland Property Management Development, L.L.C.	Remsen Place Subdivision	Sioux City	Woodbury	18	$452,578
Lavi Bay Developments, Inc.	Bay State Block Project	Sioux City	Woodbury	27	$313,127
BNC, LLC	Crescent Park Apartments	Sioux City	Woodbury	36	$690,000

Applicant	Project Title	City	County	# of Units	Total Tax Credit
443 Marengo Road, L.C.	Grove Park Rowhomes Phase I	Tiffin	Johnson	39	$833,100
The Martin Flats, LLC	The Martin Flats on Fourth Project	Waterloo	Black Hawk	2	$49,158
Iowa Heartland Habitat for Humanity	Waterloo Historic Renovation	Waterloo	Black Hawk	6	$90,000
Tarifa Apartments, LLC	Junction Lofts II	West Des Moines	Polk	14	$289,880
TOTALS				**1,217**	**$14,055,031**

[2] Community in the 11 most-populated counties in Iowa: Black Hawk, Dallas, Dubuque, Johnson, Linn, Polk, Pottawattamie, Scott, Story, Warren and Woodbury.

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September 15, 2025

City of Dubuque
City Council

CONSENT ITEMS # 21.

ITEM TITLE:	Approval of Retail Alcohol Licenses
SUMMARY:	City Manager recommending City Council approval of retail alcohol licenses as submitted. **RESOLUTION** Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Sept 15, 2025 Agenda
3. City Clerk's Staff Memo
4. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- Betty Janes Candies, 1785 JFK Rd.
- Chipotle Mexican Grill, 3450 Dodge St., Suite 101
- Denny's Lux Club, 3050 Asbury Rd.
- Fat Tuesday's, 1121 University Ave
- Fiesta Cancun, 2515-1 NW Arterial
- Grand Tap, 802 Central Ave
- Red Robin, 2775 NW Arterial
- The Copper Kettle, 2987 Jackson St

New Applications Provisional Issuances:

- Dubuque Jaycees 9-2-25 to 9-6-25 and 9-7-25 to 9-11-25 - East 10th St. From Jackson to midway on Elm St. Washington street from E 11th St. to East 9th St.
- Jubeck New World Brewing 9-9-25 to 9-13-25 - Millwork Night Market - Jackson Street from 7th Street to 9th Street and includes the area of 8th Street east of Jackson to the alley.
- United Way of Dubuque Area Tri States 9-12-25 to 9-16-25 - Main Street from 8th Street to 9th Street

DATE: September 10, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: Betty Janes Candies, 1785 JFK Rd., Chipotle Mexican Grill, 3450 Dodge St., Suite 101, Denny's Lux Club, 3050 Asbury Rd., Fat Tuesday's, 1121 University Ave., Fiesta Cancun, 2515-1 NW Arterial, Grand Tap, 802 Central Ave., Red Robin, 2775 NW Arterial, The Copper Kettle, 2987 Jackson St.

City Clerk Adrienne Breitfelder is recommending City Council approval for New Applications: Dubuque Jaycees 9-2-25 to 9-6-25 and 9-7-25 to 9-11-25 - East 10th St. From Jackson to midway on Elm St. Washington street from E 11th St. to East 9th St.; Jubeck New World Brewing 9-9-25 to 9-13-25 - Millwork Night Market - Jackson Street from 7th Street to 9th Street and includes the area of 8th Street east of Jackson to the

alley.; and United Way of Dubuque Area Tri States 9-12-25 to 9-16-25 - Main Street from 8th Street to 9th Street.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

DATE: September 02, 2025

TO: Michael C. Van Milligan
City Manager

FR: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Betty Janes Candies, 1785 JFK Rd.
- Chipotle Mexican Grill, 3450 Dodge St., Suite 101
- Denny's Lux Club, 3050 Asbury Rd.
- Fat Tuesday's, 1121 University Ave
- Fiesta Cancun, 2515-1 NW Arterial
- Grand Tap, 802 Central Ave
- Red Robin, 2775 NW Arterial
- The Copper Kettle, 2987 Jackson St

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

Betty Janes Candies, 1785 JFK Rd.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violation against the business.

Chipotle Mexican Grill, 3450 Dodge St., Suite 101

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbance, 0 crime against persons, 1 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2024-009277	Theft	Report Taken

Denny's Lux Club, 3050 Asbury Rd.

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-005662	Public Intox	Arrest

Fat Tuesday's, 1121 University Ave.

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Fiesta Cancun, 2515-1 NW Arterial

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons,0 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Grand Tap, 802 Central Ave.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violation and 0 violations against the business.

Red Robin, 2775 NW Arterial

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

The Copper Kettle, 2987 Jackson St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

RECOMMENDATION

- Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Betty Janes Candies, 1785 JFK Rd., Chipotle Mexican Grill, 3450 Dodge St, Suite 101, Denny's Lux Club, 3050 Asbury Rd., Fat Tuesday's, 1121 University Ave., Fiesta Cancun, 2515-1 NW Arterial, Grand Tap, 802 Central Ave., Red Robin, 2775 NW Arterial, The Copper Kettle, 2987 Jackson St.

ACTION REQUESTED

- Action requested is for City Council consideration to approve the retail alcohol license. Betty Janes Candies, 1785 JFK Rd., Chipotle Mexican Grill, 3450 Dodge St., Suite 101, Denny's Lux Club, 3050 Asbury Rd., Fat Tuesday's, 1121 University Ave., Fiesta Cancun, 2515-1 NW Arterial, Grand Tap, 802 Central Ave., Red Robin, 2775 NW Arterial, The Copper Kettle, 2987 Jackson St.

cc: Crenna Brumwell, City Attorney

Adrienne N. Breitfelder, City Clerk

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: September 3, 2025

SUBJECT: Retail Alcohol License Approvals for the following:

New Applications Provisional Issuances

- Dubuque Jaycees 9-2-25 to 9-6-25 and 9-7-25 to 9-11-25 - East 10th St. From Jackson to midway on Elm St. Washington street from E 11th St. to East 9th St.
- Jubeck New World Brewing 9-9-25 to 9-13-25 - Millwork Night Market - Jackson Street from 7th Street to 9th Street and includes the area of 8th Street east of Jackson to the alley.
- United Way of Dubuque Area Tri States 9-12-25 to 9-16-25 - Main Street from 8th Street to 9th Street

INTRODUCTION

The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION

The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval

for new and renewal applications before a regularly scheduled City Council meeting, provided the applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION
I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

Whereas ,the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

Renewals	
Betty Jane Candies	1785 John F Kennedy Rd.
Chipotle Mexican Grill	3450 Dodge St., Suite 101
Denny's Lux Club	3050 Asbury Rd.
Fat Tuesday's	1121 University Ave.
Fiesta Cancun Authentic Mexican Restaurant	2515-1 NW Arterial
Grand Tap The	802 Central Ave.
Red Robin America's Gourmet Burgers & Spirits	2775 NW Arterial
The Copper Kettle Inc.	2987 Jackson St.

New Applications Provisional Issuances	
Dubuque Jaycees 9-2-25 to 9-6-25 and 9-7-25 to 9-11-25	East 10th St. From Jackson to midway on Elm St. Washington street from E 11th St. to East 9th St.
Jubeck New World Brewing 10-9-25 to 10-13-25	Millwork Night Market - Jackson Street from 7th Street to 9th Street and includes the area of 8th Street east of Jackson to the alley.
United Way of Dubuque Area Tri States 9-12-25 to 9-16-25	Main Street from 8th Street to 9th Street

Passed, approved, and adopted this 15th day of September 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting Public Hearing to Adopt a Lake Ridge Urban Revitalization Plan
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for October 6, 2025, to consider approval of the proposed Lake Ridge Urban Revitalization Plan. **RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa, Finding An Area Referred To As The Lake Ridge Urban Revitalization Area Hereinafter Described, Appropriate For Public Improvements Related To Housing And Residential Development And Construction Of Residential Development, Including Single Or Multifamily Housing Necessary In The Interest Of Public Health, Safety, Or Welfare Of The Residents Of The City And Setting A Public Hearing On Creation Of The Lake Ridge Urban Revitalization Area
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Lake Ridge Urban Revitalization Plan
4. Notice of Hearing
5. Resolution

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting Public Hearing to Adopt a Lake Ridge Urban Revitalization Plan

DATE: September 10, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for October 6, 2025, to consider approval of the proposed Lake Ridge Urban Revitalization Plan.

CAL5, LLC, a subsidiary of Callahan Construction, purchased the property in June, 2025. The previous property owner planned to construct three multi-family apartment buildings on the property, but only constructed one building completely, and one building partially. As of January 1, 2025 only 75% of the second building had been assessed.

To incentive the completion of this project, Staff recommend applying a 73% tax abatement on the incremental property value generated by the completion of the project for a duration of 10 years. The incremental property taxes will be those taxes generated above the existing 2025 assessed valuation. The property currently resides within an urban renewal district but must also reside in an urban revitalization area in order to receive tax abatement.

The Long Range Planning Advisory Commission will review the proposed plan for the Lake Ridge Urban Revitalization Area for consistency with the 2017 Imagine Dubuque Comprehensive Plan in accordance with Section 15-2-13G of the City Code. The Commission will forward its recommendation of the Urban Revitalization Plan for the creation of the Lake Ridge Urban Revitalization District prior to the public hearing.

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 Connor, 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 to Adopt a Lake Ridge Urban Revitalization Plan

DATE: September 9, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for October 6, 2025 to consider approval of the proposed Lake Ridge Urban Revitalization Plan.

BACKGROUND

In September 2022, following a housing study which indicated the need for over 1,100 housing units before the year 2030, the Dubuque City Council approved the expansion of incentives to be offered to developers of housing units. This slate of incentives included the creation of Urban Revitalization Areas in order to facilitate the development of multifamily housing.

Previously, Urban Revitalization Areas had been used in Dubuque for low-income housing tax credit projects; however, the Council approved the use of Urban Revitalization Areas for market-rate and workforce housing per Iowa Code Chapter 404.

CAL5, LLC, a subsidiary of Callahan Construction, purchased the property in June, 2025. The previous property owner planned to construct three multi-family apartment buildings on the property, but only constructed one building completely, and one building partially. As of January 1, 2025 only 75% of the second building had been assessed.

Any construction or improvements that were assessed before the area is officially designated will not be eligible for exemption.

DISCUSSION

To incentive the completion of this project, Staff recommend applying a 73% tax abatement on the incremental property value generated by the completion of the project for a duration of 10 years. The incremental property taxes will be those taxes generated above the existing 2025 assessed valuation.

Previously, a market-rate multifamily housing project was eligible for a declining abatement schedule over a 10-year period, beginning at 80% the first year and ending with 20% in year ten. However, the Iowa legislature recently removed the school foundational support tax from the eligible taxes to be abated. This school foundational support tax amounts to approximately 40% of the property taxes. City staff have determined that a flat 73% abatement schedule for 10 years, minus the school foundational property tax, would be an equal value to the intended 10-year declining schedule that included the school foundational support tax.

The property currently resides within an urban renewal district but must also reside in an urban revitalization area in order to receive tax abatement.

The Long Range Planning Advisory Commission will review the proposed plan for the Lake Ridge Urban Revitalization Area for consistency with the 2017 Imagine Dubuque Comprehensive Plan in accordance with Section 15-2-13G of the City Code. The Commission will forward its recommendation of the Urban Revitalization Plan for the creation of the Lake Ridge Urban Revitalization District prior to the public hearing.

RECOMMENDATION

I recommend the City Council adopt the attached resolution setting an October 6, 2025 public hearing to consider approval of the proposed Lake Ridge Urban Revitalization Plan.

Lake Ridge Urban Revitalization Plan

1.0 Introduction

This Plan describes certain provisions of the Iowa Urban Revitalization Act for the Lake Ridge Urban Revitalization Area.

The State of Iowa, under Iowa Code Chapter 404, allows cities to designate areas as urban revitalization districts. Under this statute, improvements to qualified areas may receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by the reduction of tax increases related to property improvements.

Once an area is deemed to meet the requirements established in Chapter 404, a plan must be established which identifies the district boundaries, property owners, existing conditions, proposed plans, and the basic abatement provisions for the revitalization area.

Iowa Code Chapter 404.1 lists five reasons for which a city or county may establish urban revitalization plans:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and which is detrimental to the public health, safety, or welfare.
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in section 403.17.

5. An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

The Lake Ridge Urban Revitalization Plan will be based upon the need for construction of housing and residential development.

2.0 The Area

2.1 Location

Exhibit A identifies the location of the Revitalization Area in the City of Dubuque. The Area encompasses one underdeveloped parcel situated on Lake Ridge Drive.

2.2 Zoning

BLK 1 CEDAR LAKE ADD NO 2 in the City of Dubuque, Iowa, is zoned PR Planned Residential PUD and allows for multi-family structures.

2.3 Existing and Proposed Land Use

The existing land use of the property includes two existing multifamily buildings and the remainder of the Area is vacant and consists of grassland.

The proposed land use is multi-residential for multi-family structures.

2.4 Assessed Valuation and Owners of Records

Legal Description: BLK 1 CEDAR LAKE ADD NO 2
Owner of Record: CAL5, LLC
Land Value: $441,000
Dwelling Value: $3,488,400
Total Assessed Value: $3,929,400

3.0 Relocation

No relocation of residents should occur due to the development of the parcel identified for this Area. Should relocation occur because of rehabilitation in the proposed Area, the person(s) causing a qualified tenant to be displaced shall pay all the relocation costs of the tenant as a condition for receiving a tax-exemption under Iowa Code Section 404.3. “Qualified tenant” shall mean the legal occupant of a residential dwelling unit which is located within this designated revitalization Area and who has occupied the same dwelling unit continuously for one year prior to the City’s adoption of this Plan pursuant to Iowa Code § 404.2.

4.0 Qualification of Areas

This Revitalization Area is for new construction on undeveloped or underdeveloped parcels, of multi-family housing units. Only parcels properly zoned and providing new housing units are eligible.

Parcels in the Lake Ridge Urban Revitalization Area that are not in need of economic development for the purposes of new construction multi-family housing as provided for in this Plan are excluded from eligibility for tax incentives provided for in this plan.

There are housing, retail and commercial properties in the immediate surrounding areas.

The Urban Revitalization Area is adjacent to several retail establishments. Within one mile of the Revitalization Area there is a grocery store, pharmacy, local transit, and restaurants.

Additionally, there are several employment opportunities within one mile of the Revitalization Area, which include the establishments listed above as well as several commercial employers within four miles.

4.1 Historic Significance

The Lake Ridge Urban Revitalization Area has historically been undeveloped property adjacent to residential and commercial development. There have been two buildings constructed on the qualifying parcels to date, beginning in December 2023 and completed in June 2025

5.0 Revitalization Program

5.1 Tax Exemption

a) New construction multi-family residential property assessed as residential will be eligible for property tax exemption. The property tax exemption will be in accordance with the Iowa Code § 404.3(4), providing for a ten-year, 73% exemption of the actual value added by the improvements. Under Iowa Code 404.3D, the property tax exemption on residential property shall not apply to property tax levies imposed by a school district.

b) “Qualified real estate” means real property, other than land, which is located in a designated revitalization area and to which improvements have been added, during the time the area was so designated, which have increased the actual value by at least ten percent (10%) in the case of real property assessed as residential.

c) Property tax exemption shall be available only for “new construction”. “Actual value added” means the actual value added as of the first year for which the exemption was received as certified by the City Assessor.

d) Any construction or improvements that were assessed before the area was officially designated will not be eligible for exemption. Construction beginning greater than one year prior to the area becoming designated will

not be eligible for exemption. All exemptions existing at the time of the repeal of the Lake Ridge Urban Revitalization District shall continue until their expiration.

e) New construction must result in a structure meeting applicable building, plumbing, mechanical, electrical, and other code requirements of the City of Dubuque.

f) The actual value of the improvements must result in an increase in assessed value as stated in Section 5.1(b). Each year that an application is made for tax exemption, the assessed value must have increased in that year by the required percentage.

g) The area will become an Urban Revitalization Area commencing upon the adoption of the ordinance approving this Urban Revitalization Area by the City Council. The designation of the Lake Ridge Urban Revitalization Area will remain in effect until the desired level of revitalization has been attained. Upon repeal of the ordinance establishing this revitalization area, all existing exemptions would continue until their previously established expiration date.

h) All rental units created must accept the U.S. Department of Housing and Urban Development housing assistance in the form of Housing Choice Vouchers that are administered through the City of Dubuque Public Housing Authority to be eligible for the tax abatement, for all ten years of the abatement period. Denying a prospective tenant based on their source of income will terminate eligibility for tax abatement under this plan.

6.0 Application Procedure

This area, upon designation, will follow the procedures for application and granting property tax exemption within the City of Dubuque.

a) The property owner must apply for an exemption by February 1st of the assessment year for which the exemption is first claimed, but not later than the year in which all the improvements included in the project are first assessed for taxation, or the following two assessment years, in which case the exemption is allowed for the total number of years in the exemption schedule. Upon the request of the owner, the governing body of the City may provide by resolution that the owner may file an application no later than February 1 of the tenth assessment year.

b) The application must contain, at a minimum, the following (if applicable):
    a. The nature of the improvements,
    b. The cost of the improvements,
    c. The actual or estimated date of completion, and
    d. The tenants occupying the property as of the date of the City's

resolution adopting this plan.

c) The City reviews all applications to determine whether the improvement project conforms to the revitalization plan, is within a designated area, and if the improvements were made during the appropriate period. If the project meets all three criteria, the City shall forward the application to the assessor by March 1st, with a statement as to which exemption applies. Applications for exemptions for succeeding years on approved projects are not required.

d) The local assessor shall review each application by making a physical review of the property, to determine if the improvements made increased the actual value of the qualified real estate by at least ten percent in the case of real property assessed as residential property. If the assessor determines that the actual value of that real estate has increased by at least the requisite percent, the assessor shall certify the property valuation, determined pursuant to the tax exemption schedule, to the County Auditor at the time of transmitting the assessment rolls. The assessor shall notify the applicant of the determination, and the assessor's decision may be appealed to the local board of review at the time specified in Iowa Code. The property owner may also refile an application in a subsequent year after additional improvements have been made.

e) After the tax exemption is granted, the assessor shall continue to grant the tax exemption, with periodic physical review by the assessor, for the ten-year time specified in the tax exemption schedule.

f) An application for exemption received by February 1 in any year after the year in which the improvement was completed and first assessed for taxation, is a late application. Late application may be made in any year up to the tenth year following completion of the improvement. The exemption period will be the remainder of the ten-year period, which began upon completion of the improvement, except the total number of years in the exemption schedule will be allowed if a claim for exemption is filed within two years of the February 1 filing deadline.

7.0 Conclusion

The proposed Revitalization Area will encourage new construction to provide needed housing units. After the ten-year abatement period lapses, the full assessed value of the property will go on the tax rolls to the benefit of the entire community.

EXHIBIT A

MAP



CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 6th day of October, 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 on the adoption of an urban revitalization plan designated as the Lake Ridge Urban Revitalization Plan (the Plan) under the authority of Chapter 404, Code of Iowa, as amended, for the property to be known as the Lake Ridge Revitalization Area, legally described as Block 1 of CEDAR LAKE ADDITION NO. 2, in the City of Dubuque, Iowa, according to the recorded plat thereof.

Chapter 404, Code of Iowa, as amended, and the Plan authorize the City to provide property tax exemptions for property on which improvements have been made.

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 15th day of September, 2025.

Adrienne N. Breitfelder, City Clerk

Prepared by: Ian Hatch, Assistant Economic Development Director, 1300 Main St. Dubuque, IA 52001 (563) 589-4105
Return to: Adrienne N. Breitfelder, City Clerk, 50 W. 13th St. Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. ___-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, FINDING AN AREA REFERRED TO AS THE LAKE RIDGE URBAN REVITALIZATION AREA HEREINAFTER DESCRIBED, APPROPRIATE FOR PUBLIC IMPROVEMENTS RELATED TO HOUSING AND RESIDENTIAL DEVELOPMENT AND CONSTRUCTION OF RESIDENTIAL DEVELOPMENT, INCLUDING SINGLE OR MULTIFAMILY HOUSING NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, OR WELFARE OF THE RESIDENTS OF THE CITY AND SETTING A PUBLIC HEARING ON CREATION OF THE LAKE RIDGE URBAN REVITALIZATION AREA

WHEREAS, as a preliminary step to exercising the authority to approve an area for "urban revitalization" conferred upon Iowa municipalities by Chapter 404 of the Code of Iowa, the City Council of the City of Dubuque has heretofore approved the preparation of a Lake Ridge Urban Revitalization Plan finding that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the area described therein to be known as the Lake Ridge Urban Revitalization Area is necessary in the interest of public health, safety, or welfare of the residents of the city; and

WHEREAS, Block 1 of CEDAR LAKE ADDITION NO. 2, in the City of Dubuque, Iowa, according to the recorded plat thereof (the Property) is the location of a proposed apartment development by CAL5, LLC in the Lake Ridge Urban Revitalization Area; and

WHEREAS, the City Council finds that development of housing and residential development, including single or multifamily housing in this location is appropriate and necessary in the interest of the welfare of the residents of the City, and the Property substantially meets the criteria for Urban Revitalization according to Section 404.1 of the Code of Iowa; and

WHEREAS, the Iowa Code requires a public hearing on creation of the Urban Revitalization Area.

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

Section 1. The City Clerk is directed to publish notice of a public hearing on the adoption of an Urban Revitalization Plan for the Lake Ridge Urban Revitalization Area to be held on October 6, 2025, at 6:30 p.m. in the Historic Federal Building in Dubuque, Iowa, 350 W. 6th Street, Dubuque, Iowa and that said notice shall generally identify the area covered by the Plan and the general scope of the Urban Revitalization Plan activities planned for such area.

Passed, approved and adopted this 15th day of September, 2025.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

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September 15, 2025

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 Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
SUMMARY:	City Manager recommending City Council set a public hearing for October 6, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement. **RESOLUTION** Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Outfly Development, LLC Pursuant To A Development Agreement By And Between The City Of Dubuque, Iowa And Outfly Development, LLC And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Development Agreement Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations To Outfly Development, LLC And Providing For The Publication Of Notice Thereof
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Development Agreement
4. Notice of Hearing
5. Resolution

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Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement.

DATE: September 10, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council set a public hearing for October 6, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement.

Outfly Development, LLC, the Developer and real estate owner leading this project, has requested the City sell two parcels along Verena Court in the Dubuque Industrial Center to Outfly Development, LLC for the relocation of the existing Hodge Company Material Handling operation and the construction of a new 75,000 sqft speculative industrial facility to be leased to a future industrial user.

Hodge Company has historically played a strategic role in helping recruit and attract business expansion in the community by repositioning and relocating its operations in ways that create new business opportunities. This project continues that tradition, with Outfly Development, LLC leading a broader, multi-phase development anchored by a Hodge Company operation and delivering new capacity to support future business attraction in the community.

Key elements of the Development agreement are as follows:

1. Developer to purchase Parcel A for $868,500.00 ($150,000.00 per acre x 5.79 usable acres) with a total acquisition of 6.72 acres. City to award a Land Acquisition Grant for Parcel A in an amount of $434,250.00 (50% of the Parcel A purchase price).
2. Developer to Purchase Parcel B for $724,500.00 ($150,000.00 per acre x 4.83 usable acres) with a total acquisition of 4.83 acres. City to Award a Land

Acquisition Grant for Parcel B in an amount of $362,250.00 (50% of Parcel B purchase price).

3. For each year after 2029 that a completed building of not less than 75,000 sqft is not completed on Parcel B, Developer will forfeit 10% of the total Parcel B purchase price, in the event of a revesting. If Developer does not have a completed building of not less than 75,000 sqft on Parcel B by December 31, 2032, Developer shall reconvey Parcel B to City for $30,000 per acre.
4. Developer may request to extend timeline for completion of the building on Parcel B by paying 10% of the Parcel B purchase price to City. If by 2038 there is no completed building on Parcel B, Developer shall reconvey Parcel B to City for $30,000 per acre and all extension payments will be forfeited to City.
5. No more than 14 people may work in the building at any time until after March 1, 2028. If by that date the City has not completed sewer improvements necessary to allow for more than 14 employees at the site, then City shall immediately implement a temporary sanitary sewer solution at City's sole expense and maintain said solution at City's sole expense.
6. Developer to construct on Parcel A an industrial use facility or material handling facility of not less than 50,000 sqft by June 30, 2027.
7. Developer to construct on Parcel B a speculative industrial facility of not less than 75,000 sqft by December 31, 2032. The speculative industrial facility will be leased to a future tenant.
8. Developer must maintain its existing 14 full-time positions and create 10 new full-time positions on either Parcel A or Parcel B by October 1, 2029. The 24 full-time positions must be maintained during the term of this Agreement.
9. The Land Acquisition Grant requires having at least 24 full-time positions during the term of the Agreement.
10. City to award a 10-year tax increment financing incentive for Parcel A in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.
11. City to award a 10-year tax increment financing incentive for Parcel B in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

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

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement.

DATE: September 10, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for October 6, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the sale of City-owned real estate to Outfly Development, LLC and the issuance of urban renewal tax increment revenue grant obligations pursuant to the Development Agreement.

BACKGROUND

Outfly Development, LLC, the Developer and real estate owner leading this project, has requested the City sell two parcels along Verena Court in the Dubuque Industrial Center to Outfly Development, LLC for the relocation of the existing Hodge Company Material Handling operation and the construction of a new 75,000 sqft speculative industrial facility to be leased to a future industrial user.

Hodge Company has historically played a strategic role in helping recruit and attract business expansion in the community by repositioning and relocating its operations in ways that create new business opportunities. This project continues that tradition, with Outfly Development, LLC leading a broader, multi-phase development anchored by a Hodge

Company operation and delivering new capacity to support future business attraction in the community.

DISCUSSION

Key elements of the Development agreement are as follows:

1. Developer to purchase Parcel A for $868,500.00 ($150,000.00 per acre x 5.79 usable acres) with a total acquisition of 6.72 acres. City to award a Land Acquisition Grant for Parcel A in an amount of $434,250.00 (50% of the Parcel A purchase price).
2. Developer to Purchase Parcel B for $724,500.00 ($150,000.00 per acre x 4.83 usable acres) with a total acquisition of 4.83 acres. City to Award a Land Acquisition Grant for Parcel B in an amount of $362,250.00 (50% of Parcel B purchase price).
3. For each year after 2029 that a completed building of not less than 75,000 sqft is not completed on Parcel B, Developer will forfeit 10% of the total Parcel B purchase price, in the event of a revesting. If Developer does not have a completed building of not less than 75,000 sqft on Parcel B by December 31, 2032, Developer shall reconvey Parcel B to City for $30,000 per acre.
4. Developer may request to extend timeline for completion of the building on Parcel B by paying 10% of the Parcel B purchase price to City. If by 2038 there is no completed building on Parcel B, Developer shall reconvey Parcel B to City for $30,000 per acre and all extension payments will be forfeited to City.
5. No more than 14 people may work in the building at any time until after March 1, 2028. If by that date the City has not completed sewer improvements necessary to allow for more than 14 employees at the site, then City shall immediately implement a temporary sanitary sewer solution at City’s sole expense and maintain said solution at City’s sole expense.
6. Developer to construct on Parcel A an industrial use facility or material handling facility of not less than 50,000 sqft by June 30, 2027.
7. Developer to construct on Parcel B a speculative industrial facility of not less than 75,000 sqft by December 31, 2032. The speculative industrial facility will be leased to a future tenant.
8. Developer must maintain its existing 14 full-time positions and create 10 new full-time positions on either Parcel A or Parcel B by October 1, 2029. The 24 full-time positions must be maintained during the term of this Agreement.
9. The Land Acquisition Grant requires having at least 24 full-time positions during the term of the Agreement.
10. City to award a 10-year tax increment financing incentive for Parcel A in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.

11. City to award a 10-year tax increment financing incentive for Parcel B in the form of semi-annual rebates. This incentive is calculated in relation to the number of jobs committed in the Development Agreement.

RECOMMENDATION

I recommend City Council adopt the attached Resolution setting a public hearing for October 6, 2025 on the Development Agreement providing for the sale of city-owned property and the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
OUTFLY DEVELOPMENT, LLC

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 Outfly Development, LLC, an Iowa limited liability company (Developer).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an Urban Renewal project (the Project) to advance the community's ongoing economic development efforts; and

WHEREAS, the Project is located within the Dubuque Industrial Center Economic Development District (the Project Area); and

WHEREAS, as of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, approved by the City Council of City on May 2, 1988, and as subsequently amended through and including the date hereof (the Urban Renewal Plan) attached hereto as Exhibit A; and

WHEREAS, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, 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, Developer intends to construct two industrial buildings or facilities: a Material Handling Facility or related industrial use facility of at least 50,000 square feet (Phase I) and a Speculative Industrial Facility of not less than 75,000 square feet (Phase II) (the Facilities); and

WHEREAS, Developer has requested that City sell to Developer approximately 11.55 acres of which 10.62 acres are usable, as shown on the Plat, Exhibit B and B-1, legally described as follows:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque,

Iowa (Parcel B)

with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may construct the Facilities (hereinafter sometimes referred to as "the Property"), located in the Project Area, for the construction, use, and leasing of the Facility in accordance with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement; and

WHEREAS, 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.

(1) Parcel A. The Purchase Price for Parcel A shall be Eight Hundred Sixty Eight Thousand Five Hundred ($868,500.00) ($150,000.00 per acre x 5.79 usable acres) with a total acquisition of 6.72 acres, which shall be due and payable by Developer in immediately available funds in favor of City, on or before the 1st day of May, 2026, or on such other date as the parties may mutually agree in writing (the Closing Date), but in no event shall the Closing Date be later than the 30th day of May, 2026. 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.

Parcel B. The Purchase Price for Parcel B shall be of Seven Hundred Twenty Four Thousand Five Hundred Dollars ($724,500.00) ($150,000.00 per acre x 4.83 usable acres) with a total acquisition of 4.83 acres, which shall be due and payable by Developer in immediately available funds in favor of City, on or before the 1st day of May 2026, or on such other date as the parties may mutually agree in writing (the Closing Date), but in no event shall the Closing Date be later than the 30th day of May, 2026.

(2) Total Parcel A and Parcel B Purchase Price shall be One Million Five Hundred Ninety-Three Thousand Dollars ($1,593,000.00).

(3) Parcel B Forfeiture and Reconveyance.

(i) For each year after the Closing (as of the anniversary of the Closing Date) that Developer or its assignee does not have a completed building of not less than 75,000 square feet on Parcel B, Developer will forfeit, from the funds to be paid to Developer under paragraph 6.4 in the event of a revesting, on such anniversary date ten percent (10%) of the Total Parcel B Purchase Price, after Section 3.1 Acquisition Grant is applied, as follows:

DATE	ANNUAL FORFEIT	TOTAL FORFEIT	CITY PRICE FOR REVESTED LAND
12/31/2030	10%	10%	90%
12/31/2031	10%	20%	80%
12/31/2032	10%	30%	70%
12/31/2033	10%	40%	60%
12/31/2034	10%	50%	50%

(ii) If Developer or its assignee does not have a completed building of not less than 75,000 square feet by December 31, 2032, Developer shall reconvey Parcel B to City on the seventh anniversary after the Closing Date for Thirty Thousand Dollars ($30,000) an acre paid by City. However, Developer may request to extend the time for completion of the 75,000 square foot building by paying to City ten percent (10%) of the Parcel B Purchase Price (after application of the Acquisition Grant) as follows:

DATE	ANNUAL PAYMENT TO EXTEND	TOTAL PAYMENT TO EXTEND
12/31/2032	10%	10%
12/31/2033	10%	20%
12/31/2034	10%	30%
12/31/2035	10%	40%
12/31/2036	10%	50%
12/31/2037	10%	60%

(4) Notwithstanding (3), if at the end of 2038 there is no completed building on Parcel B, Developer shall reconvey Parcel B for Thirty Thousand Dollars ($30,000) an acre and all extension payments will be forfeited.

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) There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, health violations or other matters that have not been corrected. 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. The Property is in material compliance with all applicable zoning, fire, building, and health statutes, ordinances, and regulations.

(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 Property will, as of the Closing Date, be free and clear of all liens, security interests, and encumbrances other than the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2014-00001147, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2023-00000482, records of Dubuque County, Iowa.

(9) 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.

(10) 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.

(11) All city utilities necessary for the development and use of the Property as a manufacturing facility adjoin the Property, and Developer shall have the right to connect to said utilities, subject to City's connection fees. Provided, however, in the event any utilities for the Facility are expanded in capacity or otherwise modified, there will be no connection fees related to connecting such modified utilities to the Facility. There will be no sanitary sewer connection fees associated with the project. Only water connection fees will be assessed for connections off of Seippel Road. All other associated fees, such as a tapping fee, will be required as determined by the size of the service line being installed.

No more than 14 people may work in the building at any time until after March 1, 2028. If by that date the City has not completed sewer improvements necessary to allow for more than 14 employees at the site, then City shall immediately implement a temporary sanitary sewer solution at City's sole expense. City must maintain the temporary solution until such time as City approves a permit to accept all flows from the Project.

(12) 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.

(13) 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.

(14) City shall exercise its best efforts to assist Developer in the development process.

(15) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(16) 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.

(17) The Property is presently zoned to accommodate Developer's intended improvements and warehousing use.

(18) 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 the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of such party's financial ability as in the reasonable judgment of City is required.

(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 Facilities are industrial /warehouse buildings or facilities. Specifically, Developer agrees to the following:

Phase I, to be constructed on Parcel A: A not less than 50,000 square foot Material Handling Facility or other industrial use facility

Phase II, to be constructed on Parcel B: Speculative Industrial Facility of not less than 75,000 square feet to be constructed on Parcel B

for a total estimated cost of Sixteen Million Dollars ($16,000,000).

(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 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, including but not limited to the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2014-00001147, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded as Instrument No. 2023-00000482, 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 as follows:

(1) Phase I, to be constructed on Parcel A, construction of the Minimum Improvements shall be commenced by the 1st day of June, 2026 and substantially completed by the 30thst day of June, 2027.

(2) Phase II, to be constructed on Parcel B, construction of the Minimum Improvements shall be substantially completed by the 31st day of December 2032, unless extended as provided herein.

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.

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. 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, or such other date as the parties shall mutually agree upon in writing, in the amount of Seven Hundred Ninety-Six Thousand Five Hundred Dollars ($796,500.00) as follows:

Parcel A	
Purchase Price	$868,500
Acquisition Grant	$434,250.00 (50% of Purchase Price)
Cash at Closing	$434,250.00
Parcel B	
Purchase Price	$724,500.00
Acquisition Grant	$362,250.00 (50% of Purchase Price)
Cash at Closing	$362,250.00

Total cash at Closing $796,500.00

The parties agree that the Acquisition Grant shall be payable in the form of a credit favoring Developer at time of Closing with the effect of directly offsetting the full Purchase Price obligation of Developer.

3.2 Economic Development Grants.

A. Grants Related to Facility.

(1) For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the "Economic Development Grants") to Developer, as follows subject to acceleration or delay of the start date related to Parcel B, as provided in paragraph 3.2(A)(2) below:

Parcel A	
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

Parcel B	
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 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 as follows:

Parcel A: $631,000
Parcel B: $526,300

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) With respect to Parcel B only, the beginning date of the Economic Development Grants may be accelerated to an earlier date or postponed to a later date based on the date of completion of construction and full assessment of the Minimum Improvements.

(3) To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2027 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, 2027, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2029, and May 1, 2030).

(4) 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 Outfly Parcel A TIF Account and Outfly Parcel B 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 Outfly Parcel A TIF Account and Outfly Parcel B 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 Outfly Parcel A TIF Account and Outfly Parcel B 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.

(5) 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 Parcels A and B to City as provided in Section 6.4, but only if Developer has not constructed any of the Minimum Improvements on Parcel A or Parcel B.

SECTION 5. COVENANTS OF DEVELOPER.

5.1 Job Creation and Maintenance. During the term of this Agreement, Developer shall comply with the following employment-related covenants for the Property:

(1) Developer represents that the number of fulltime equivalent (FTE) employees employed by Developer or its affiliated company at 7465 Chavenelle Road as of January 1, 2025 is Fourteen (14). Developer or an affiliated company,

a tenant or assignee shall in aggregate create and maintain ten (10) additional FTE employees employed by Developer or the affiliate, tenant or assignee on Parcel A or a future occupant (tenant or assignee owner) occupying the Facility on Parcel B by October 1, 2029 and during the remaining Term of this Agreement for a total of Twenty-Four (24) FTE employees. FTE employees shall be calculated by adding full-time and part-time employees together using 2080 hours per year as a FTE employee.

(2) For the FTE positions that Developer, an affiliate or a tenant occupant/assignee fails to create and maintain for any year during the term of this Agreement, the semi-annual Developer Economic Development Grants for such year under Section 3.1(1) shall be reduced by the percentage that the number of positions the parties fail to create or maintain as required by this Section 5.1 bears to the total number of positions required to be created and maintained (10 FTEs) by this Section 5.1. (For example, if the employing parties have eighteen (18) FTE employees employed, the semi-annual Developer Economic Development Grants to be paid for that year would be reduced by twenty-five percent (25%) (18/24 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Developer Economic Development Grants shall be City's sole remedy for the failure of Developer or the other parties to meet the job creation requirements of this subsection 5.1(2). The reduction of the semi-annual Developer Economic Development Grants shall apply to both Parcel A and Parcel B.

(3) In the event that the certificate provided to City under Section 5.2 hereof on October 1, 2038 discloses that Developer does not as of that date have at least twenty-four (24) FTE employees as provided hereinabove, Developer shall pay to City, promptly upon written demand therefor, an amount equal to $18,093.7566,375.00 per job not created or maintained ($434,2501,593,000 divided by 24 FTE = $18,093.75). The payments provided for herein shall be the City's sole remedy for the failure of Developer to meet the job creation requirements of this subsection 5.1(3). This Section 5.1(3) only applies to the Land Acquisition Grant awarded to Parcel A . There shall be no penalty applied to the Land Acquisition Grant awarded to Parcel B as long as the Minimum Improvements are completed on Parcel B.

5.2 Certification. To assist City in monitoring the performance of Developer hereunder, as of October 1, 2029, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Developer shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Developer , its affiliate or its occupant/tenant or assignee at the Property and the Facilities (Parcels A and B), and (b) to the effect that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not or was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been

taken or is proposed to be taken with respect thereto. Such certificate shall be provided not later than October 15, 2029, and by October 15 of each year thereafter. Developer's certification obligations under this Section 5.2 terminate following the final semi-annual Economic Development Grant payment.

5.3 Books and Records. During the Term of this Agreement, Developer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. From and after the Closing Date, Developer shall pay or cause to be paid, when due and before delinquency, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the Term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the Term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, 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.

5.7 Preservation of Property. During the Term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

5.8 Non-Discrimination. In carrying out the project, Developer 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, gender identity, 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 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.

5.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as an industrial facility 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, mental/physical disability, national origin, race, religion/creed, sex, gender identity, 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).

5.12 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 5.10 shall survive the termination of this Agreement.

5.13 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.

5.14 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.

Parcel A

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, 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.

Parcel B

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, 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.

Parcel A

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 actually paid to City for the Property under Section 3.1, 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.

Parcel B

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 actually paid to City for the Property under Section 3.1 and after Section 1.1(3) declining schedule, 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: Outfly Development, LLC
Attn: Michael Fullan

400 Ice Harbor Drive
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, 2042 (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.

7.6 Assignment of Agreement Related to Parcel B. Developer may assign, and a third party must assume, all obligations and rights hereunder with respect to Parcel B if:

a. The 75,000 or more square foot warehouse or industrial building has been completed on Parcel B;
b. The job creation requirements under this Agreement have been satisfied in the

aggregate on Parcels A and B;

c. The assignee assumes in writing all obligations related to continued compliance with this Agreement.

The Assignment, in form acceptable to City, must be in writing and copy thereof provided to the City at the address provided for notices in paragraph 7.1.

7.7 1031 Structure. City acknowledges that Developer will use funds generated from the sale of other real estate to accomplish the acquisition and development of the Property as provided herein. As a part of that process Developer will need to assign the purchase rights under this Agreement to an exchange accommodation titleholder during the exchange period. City will approve such assignment in a form acceptable to City for the limited purpose of accomplishing the benefits of the 1031 exchange. No further action or consent will be necessary for Developer to carry out such assignment.

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

By: _____
Brad M. Cavanagh, Mayor

OUTFLY DEVELOPMENT, LLC

By: _____
Michael Fullan, President

ATTEST:

By: _____
Adrienne Breitfelder, City Clerk

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Plat
Exhibit B-1	Preliminary Site Plan
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

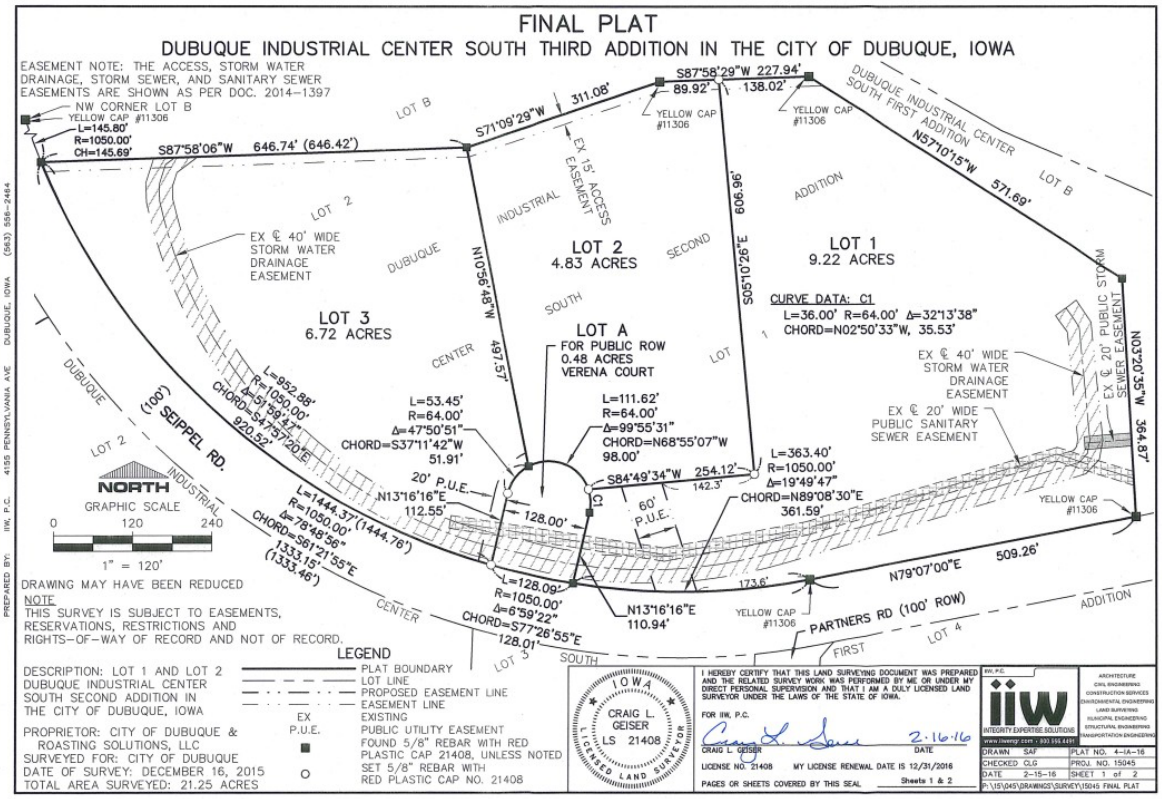
EXHIBIT A

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



Lot 3 represents Parcel A
Lot 2 represents Parcel B

EXHIBIT B-1

PRELIMINARY SITE PLAN

Parcel A **Parcel B**

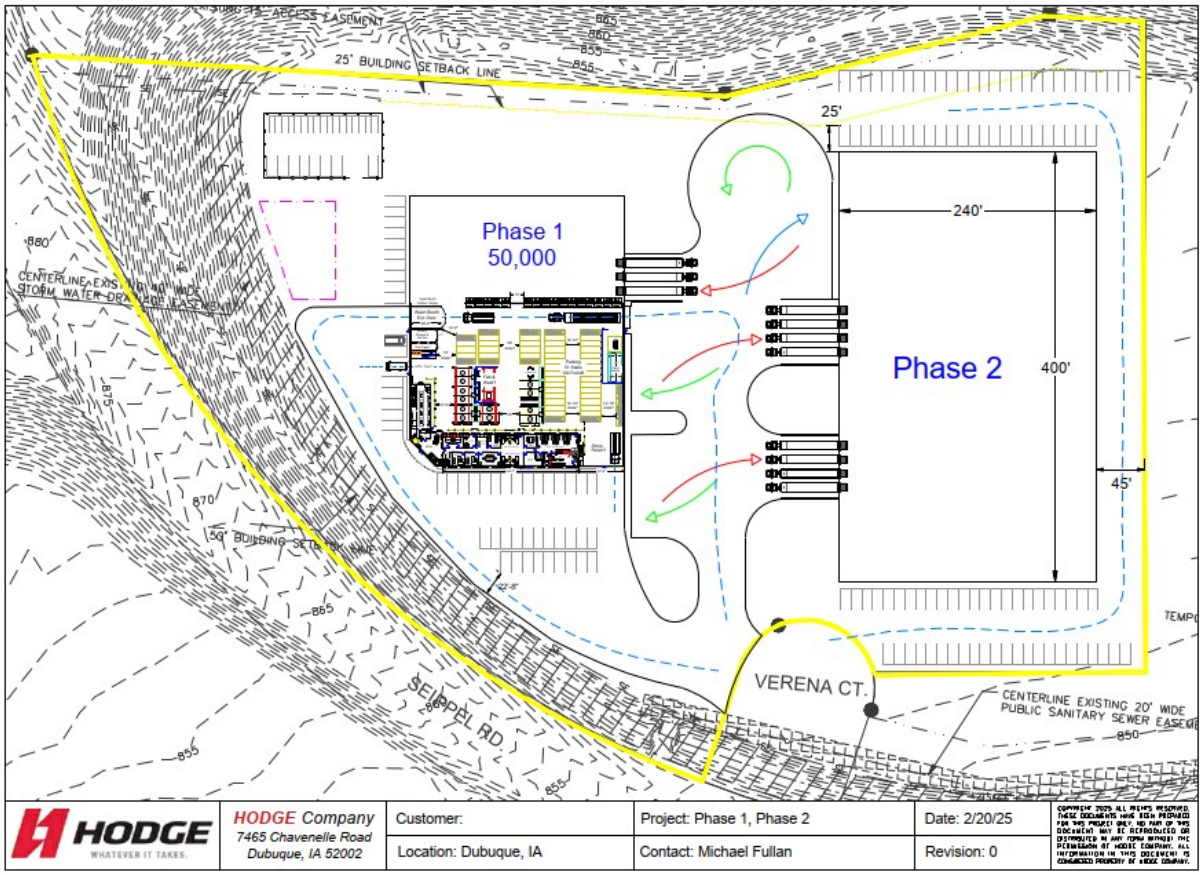


EXHIBIT C

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 Outfly Development, 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: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 Outfly Development, LLC

Dear Mayor and City Councilmembers:

We have acted as counsel for Outfly Development, LLC, (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 Outfly Development, LLC, was made regarding the following described premises:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)

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:

Outfly Development, LLC Attn: Michael Fullen
400 Ice Harbor Drive
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 Outfly Development, LLC (Grantee), the following described parcel situated in the County of Dubuque, State of Iowa, to wit (the Property):

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)
This Deed is exempt from transfer tax pursuant to Iowa Code section 428A.2(6).

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. Breitfelder, 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 Outfly Development, LLC (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:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)

(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) There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, health violations or other matters that have not been corrected. 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) With respect to the period during which City has owned or occupied the Property, and to the best of 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 other than as described in the environmental reports that City has provided to Developer, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws;

(13) There are no fees or other charges payable by Developer for the construction of any City utilities serving the Property other than the fees for connecting to and installing meters and tap fees with regard to such utilities and all city utilities necessary for the development and use of the Property as a mixed-use facility adjoin the Property and Developer shall have the right to connect to said utilities, subject to City's connection fees;

(14) The Property is properly zoned for the various uses described in this

Agreement.

(15) City makes no warranties or representations as to the condition of the Property other than those which are expressly stated in this Agreement;

(16) 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;

(17) City represents and agrees that, use of the Property as Industrial Buildings or Facilities as described in this Agreement is in full compliance with the Urban Renewal Plan;

(18) The Property has a permanent right of ingress and egress to a public roadway for the use and enjoyment of the Property

(19) 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

(20) 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, and such representations and warranties shall survive the Closing.

Sincerely,

Michael C. Van Milligen
City Manager

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 6th day of October, 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 by and between the City of Dubuque, Iowa, and Outfly Development, 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 sale of City-owned real estate and 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 Dubuque Industrial Center Economic Development District, consisting of the funding of economic development grants for Outfly Development, LLC, under the terms and conditions of the Urban Renewal Plan for the Dubuque Industrial Center 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 $2,500,000.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 15th day of September, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-25

INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO OUTFLY DEVELOPMENT, LLC PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND OUTFLY DEVELOPMENT, LLC AND FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE DEVELOPMENT AGREEMENT INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO OUTFLY DEVELOPMENT, LLC AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa

(the Property)

; and

Whereas, City and Outfly Development, LLC have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which City will convey the Property to Outfly Development, LLC, and Outfly Development, LLC will construct on the Property certain Improvements described in the Development Agreement; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement, including the conveyance of the Property to Outfly Development, LLC; and

Whereas, the Development Agreement provides for the issuance by City of economic development grants to Outfly Development, LLC, referred to therein as Urban Renewal Tax Increment Revenue Grant Obligations, payable from the tax increment revenues collected in respect of the Improvements to be constructed by Outfly Development, LLC in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City of Dubuque intends to dispose of its interest in the foregoing-described Property by Deed to Outfly Development, LLC pursuant to the proposed Development Agreement.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property, to be held on the 6th day of October, 2025 at 6:30 p.m. in the form attached hereto.

Section 3. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Outfly Development, 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 Dubuque Industrial Center Economic Development District, consisting of the funding of economic development grants to Outfly Development, LLC pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately $2,500,000.

Section 4. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Passed, approved, and adopted this 15th day of September, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Initiate Public Bidding Process and Setting Date for a Public Hearing for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project
SUMMARY:	City Manager recommending City Council adopt a resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for October 6, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of $2,950,000.00 for the 2025 Water & Resource Recovery Center Motor Control Center (MCC) Communications and PLC Upgrades project. **RESOLUTION** To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, and the taking of bids therefor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo, Initiate Bidding, WRRC Industrial Controls Project, 9-9-2025
3. Resolution Proceedings
4. NOTICE OF PUBLIC HEARING, 2025 WRRC MCC Communications and PLC Upgrades
5. NOTICE TO BIDDERS, WRRC MCC & PLC Upgrades

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Initiate Public Bidding Process and Setting Date for a Public Hearing for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project
Project No: 4381500017

DATE: September 9, 2025

Water & Resource Recovery Center Director Deron Muehring is recommending City Council adopt a resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for October 6, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of $2,950,000.00 for the 2025 Water & Resource Recovery Center Motor Control Center (MCC) Communications and PLC Upgrades 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
Deron Muehring, Water & Resource Recovery Center Director

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & resource Recovery Center Director

SUBJECT: Initiate Public Bidding Process and Setting Date for a Public Hearing for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project
Project No: 4381500017

DATE: September 9, 2025

INTRODUCTION

The purpose of this memorandum is to request authorization to initiate the public bidding process and set a public hearing for Monday, October 6, 2025, for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project (Project).

BACKGROUND

The Water & Resource Recovery Center (WRRC) is a critical part of Dubuque's public infrastructure, providing wastewater treatment services for residential, commercial, and industrial users throughout the region. The facility underwent a major upgrade in 2013, which included the installation of automated control systems that act as the 'brains' of the WRRC across multiple buildings, telling treatment equipment when to turn on, off, or adjust, while also monitoring overall performance.

Following the COVID-19 pandemic, the WRRC's control equipment began to face unexpected challenges. Global supply chain disruptions caused manufacturers to shift their limited resources away from supporting older equipment models into their new product lines. As a result, many electrical components that would typically remain supported for 20 years or more were prematurely discontinued. This has made it increasingly difficult, and in some cases impossible, to find replacement parts for key control systems. To address this issue, a multi-phase capital improvement project was developed to modernize the WRRC's control systems.

Funding for the Industrial Controls Upgrade project [4381500017] was approved by the City Council as part of the Fiscal Year 2025 budget. The total project cost was originally estimated to be $3 million and was to be funded over three years through a combination of Sanitary Sewer Construction Funds and State Revolving Fund loans.

DISCUSSION

The Industrial Controls Upgrade project will be implemented in multiple phases to ensure continuity of operations and minimize disruption to critical treatment processes. Each

phase will target a subset of buildings, allowing for a controlled transition to modern control infrastructure while maintaining full facility functionality.

Phase I, the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades (Project), will focus on Building 10 (Headworks) and Building 75 (Solids Handling). These buildings were prioritized due to the complexity of their control systems, and the critical nature of their processes. Notably, Building 75 contains the largest number of electrical control components at the WRRC. Replacing this equipment early addresses a high-priority area and also creates an opportunity to salvage the functional legacy components which can be used in the event of electrical control failure in other buildings before their scheduled upgrades.

The project construction work will span nearly two years from bid opening to final acceptance. After the contract award, the contractor will prepare and submit shop drawings for engineer review. Once approved, the contractor will order the electrical control equipment which has a long lead time. Delivery of the electrical control components is not expected until late 2026, with installation, testing, and commissioning continuing into mid-2027.

The schedule for the Project is as follows:

Initiate Public Bidding Process	September 15, 2025
Publish Notice to Bidders, Advertise for Bids	September 16, 2025
Publish Public Hearing Notice on Plans & Specs	September 19, 2025
Public Hearing on Plans & Specifications	October 6, 2025
Receipt of Bids (Bid Letting)	October 23, 2025
Award Construction Contract	November 3, 2025
Final Completion	August 25, 2027

The estimate of probable construction cost for the Project is $2,950,000.00. The estimate of all Project costs, including engineering and construction costs, is as follows:

Description	**Cost Estimate**
Engineering Design	$110,000
Construction Contract	$2,950,000
Contingency (5%)	$147,500
Administration and Construction Engineering	$105,000
Total Construction Cost Estimate	**$3,212,500**

The explosion that occurred in Building 75 in early December 2024, caused significant damage to a portion of the Building 75 motor control center (MCC) which houses the building's electrical control systems.

Following the December 2024 explosion, the City worked with engineering consultant Strand Associates to assess the full extent of the damage and determine how it would

affect the broader electrical and process systems in the building. One of the modifications that came about was to shift the Building 75 MCC eastward into the former operator control room which was damaged by the explosion.

The December 2024 event is a covered cause of loss under the City's insurance policy. The total cost of the loss is currently estimated at between $3 million and $4 million. Of that amount, approximately $966,000 is associated with the cost to replace the damaged portion of the electrical controls in Building 75. The work to replace the damaged electrical controls in the Building 75 MCC will be accomplished as part of the 2025 WRRC MCC Communications and PLC Upgrades Project. These expenses are to be funded through insurance proceeds, which are to be reflected in the Fiscal Year 2026 CIP Budget as part of Fiscal Year 2026 Budget Amendment.

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract, and construction estimate for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project. I further recommend establishing the date of a public hearing and authorization to advertise for bids for the Project.

BUDGET IMPACT

The funding plan for the Project is as follows:

Project	Fiscal Year	Fund Description	Fund Amount
4381500017	2025	Sanitary Sewer Fund	$350,000
4381500017	2025	SRF Loan	$750,000
4381500017	2027	Sanitary Sewer Fund	$923,705
4381500017	2027	SRF Loan	$76,295
4381500017	2028	SRF Loan	$146,500
4381500019	2026	Insurance Proceeds	$966,000
		Total Project Funding	**$3,212,500**

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for October 6, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project.

Attach.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Tony Brietbach, Purchasing and Risk Manager

DORSEY
DORSEY+WHITNEY LLP

September 9, 2025

VIA EMAIL
Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project
Our File No. 430411-22

Dear Jenny:

We have prepared and attach the necessary proceedings to enable the City Council to act at the September 15, 2025, meeting to set a date, time and place for the hearing and letting for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project.

The materials attached include the following items:

1. Resolution setting the dates for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Exhibit A; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Exhibit B.

2. Attestation Certificate attesting to the validity of the transcript.

3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be published at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is October 2, 2025. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.

The Notice to Bidders must be posted in each of the following three places:

(i) in a relevant contractor plan room service with a statewide circulation;

(ii) in a relevant construction lead generating service with a statewide circulation; and

(iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is October 10, 2025. The Notice to Bidders should be provided to the Construction Update Network by no later than October 9, 2025.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the City's website.

Please return one fully executed copy of these proceedings to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Deron Muehring
Crenna Brumwell
Adrienne Breitfelder
Strand Associates, Inc.

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

430411-22 (NHL)

Dubuque, Iowa

September 15, 2025

The City Council of the City of Dubuque, Iowa, met on September 15, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

• • Other Business• •

MOTION TO APPROVE RESOLUTION

The City Council took up and considered the proposed 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project. Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the resolution adopted, as follows:

RESOLUTION NO. _____

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Dubuque, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Strand Associates, Inc. (the "Project Engineers"), in consultation with the City's engineering technician (the "Engineering Technician"), which may be hereafter referred to as the "2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

NOW, THEREFORE, Be It Resolved by the City Council (the "Council") of the City of Dubuque, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m., on October 23, 2025, in the office of the City Clerk, City Hall-First Floor, 50 West 13th St, Dubuque, Iowa. At such time and at the City Hall-Conference Room A, 50 West 13th St, Dubuque, Iowa, the City Council hereby delegates to the City Clerk, the Engineering Technician and/or the Project Engineers the duty of opening and announcing the results of the bids received. November 3, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, in the City, is hereby fixed as the time and place that the Council will consider the bids received in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk, the Engineering Technician and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved September 15, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

Form of Notice of Hearing

CITY OF DUBUQUE, IOWA OFFICIAL NOTICE

PUBLIC NOTICE: is hereby given that the Dubuque City Council will conduct a public hearing on the 6th day of October, 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 hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project.

The scope of the Project is as follows: The work includes demolition and replacement of existing motor control centers (MCCs), supervisory control centers (SCCs), and associated electrical components at Buildings 10 and 75 of the Water & Resource Recovery Center. The contractor will remove outdated MCC and SCC equipment. New factory-assembled MCC and SCC units will be provided, including Ethernet-enabled starters, updated variable frequency drive (VFD) communication adapters, new PLC hardware, and power meters. The contractor will install new network racks, junction boxes, conduits, and power connections to integrate the upgraded equipment with the facility's SCADA system.

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 15th day of September 2025.

Adrienne N. Breitfelder, CMC, City Clerk

EXHIBIT B

Form of Notice to Bidders

NOTICE TO BIDDERS
CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT

2025 WATER & RESOURCE RECOVERY CENTER MCC COMMUNICATION AND PLC UPGRADES PROJECT

IDNR SRF FILE: CS192117101
DNR PROJECT: #2025-0150A

Time and Place for Filing Sealed Proposals. Sealed Bids for the work comprising each improvement as stated below must be filed before 2 P.M. on Thursday, October 23rd, 2025, in the Office of the City Clerk, City Hall–First Floor, 50 West 13th Street, Dubuque, IA 52001.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed Proposals will be opened and Bids tabulated at 2 P.M. on Thursday, October 23rd, 2025, at City Hall–Conference Room A, 50 West 13th Street, Dubuque, IA, 52001, for consideration by the City Council (Council) on Monday, November 3, 2025, at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, 50021, or at such later date as may be set at said meeting. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

Time for Commencement and Completion of Work. Work shall be commenced after Notice to Proceed has been issued and shall be fully completed by August 25, 2027, in accordance with the requirements listed in the Agreement.

Bid Security. Each Bidder shall accompany its Bid with a bid security, as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate surety bond, acceptable to the governmental entity, for the faithful performance of the Contract, in an amount equal to one hundred percent of the amount of the Contract. The bid security shall be in the amount of 10 percent (10%) of the amount of the Contract and shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or the governmental entity may provide for a Bidder's Bond with corporate surety satisfactory to the governmental entity. The Bid Bond shall contain no conditions excepted as provided in this section.

Contract Documents. Bids are to be addressed to the City of Dubuque, Iowa, 50 West 13th Street, Dubuque, IA 52001, and shall be marked "Sealed Bid–**2025 Water**

& Resource Recovery Center MCC Communication and PLC Upgrades Project, IDNR SRF File: CS192117101; DNR Project: #2025-0150A."

A copy of the Contract Documents may be viewed at the City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA 52001. Complete digital Contract Documents will also be available, for download on the City's website at www.cityofdubuque.org/bids.aspx. No plan deposit is required.

Bidder will execute and file the Agreement and 100% Performance and Payment Bonds within 15 days after the Notice of Award.

The City of Dubuque reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 60 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

Any Contract or Contracts to be awarded are expected to be funded entirely or in part by a loan from Iowa Drinking Water State Revolving Fund. This procurement will be subject to regulations contained in appropriate State Statutes and 40 CFR Parts 31, 33, and 35 of the Federal Statutes. Award of IDNR SRF File: CS192117101; DNR Project: #2025-0150A may be dependent on loan securement.

A Federal Davis-Bacon Wage rate determination will prevail for this Project. General Decision Numbers IA20240003 01/05/2024 and IA20240065 07/19/2024 shall apply.

Women and Minority–owned businesses are encouraged to submit Bids for this Project.

Bidders must demonstrate positive efforts to utilize women's and minority owned businesses. This procurement will be subject to regulations contained in 40 CFR 35.3145(d), and P.L. 102-389 and 100-590. In addition, Bidder shall comply with Executive Orders 11625, 12138, and 12432.

General Nature of Public Improvement
2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, IDNR SRF File: CS192117101; DNR Project: #2025-0150A.

Project consists of the replacement of obsolete motor control hardware with new equipment using Ethernet communications and replacements of programmable logic controllers and power meters in the Headworks and Solids Processing Buildings at the Water & Resource Recovery Center.

Preference for Iowa Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or

requires any preference to Bidders from that state or foreign country, including but not limited to, any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Sales Tax. The Bidder should not include sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased for incorporation in the Project.

Contact Information. The Bidders shall contact either David Gohdes (david.gohdes@strand.com or 608-251-4843) at Strand Associates, Inc.® or Deron Muehring (dmuehrin@cityofdubuque.org or 563-589-4176) at the City of Dubuque, or both parties with their questions associated with this project.

Title VI–Non-Discrimination Clause. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

On the following date, September 16, 2025 this Notice was posted at the following locations:

1. Posted on the City of Dubuque Website: www.cityofdubuque.org/bids
2. Posted to Construction Update Network: www.mbionline.com

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

(Attach here publisher's affidavit of publication of the Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, the Notice to Bidders provided for therein was posted on the City's website on _____, 2025.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

(Attach here a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting).

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE: is hereby given that the Dubuque City Council will conduct a public hearing on the 6th day of October, 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 hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project.

The scope of the Project is as follows: The work includes demolition and replacement of existing motor control centers (MCCs), supervisory control centers (SCCs), and associated electrical components at Buildings 10 and 75 of the Water & Resource Recovery Center. The contractor will remove outdated MCC and SCC equipment. New factory-assembled MCC and SCC units will be provided, including Ethernet-enabled starters, updated variable frequency drive (VFD) communication adapters, new PLC hardware, and power meters. The contractor will install new network racks, junction boxes, conduits, and power connections to integrate the upgraded equipment with the facility's SCADA system.

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 15th day of September 2025.

Adrienne N. Breitfelder, CMC, City Clerk

NOTICE TO BIDDERS
CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT

2025 WATER & RESOURCE RECOVERY CENTER
MCC COMMUNICATION AND PLC UPGRADES PROJECT

IDNR SRF FILE: CS192117101
DNR PROJECT: #2025-0150A

Time and Place for Filing Sealed Proposals. Sealed Bids for the work comprising each improvement as stated below must be filed before 2 P.M. on Thursday, October 23rd, 2025, in the Office of the City Clerk, City Hall–First Floor, 50 West 13th Street, Dubuque, IA 52001.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed Proposals will be opened and Bids tabulated at 2 P.M. on Thursday, October 23rd, 2025, at City Hall–Conference Room A, 50 West 13th Street, Dubuque, IA, 52001, for consideration by the City Council (Council) on Monday, November 3, 2025, at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, 50021, or at such later date as may be set at said meeting. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

Time for Commencement and Completion of Work. Work shall be commenced after Notice to Proceed has been issued and shall be fully completed by August 25, 2027, in accordance with the requirements listed in the Agreement.

Bid Security. Each Bidder shall accompany its Bid with a bid security, as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate surety bond, acceptable to the governmental entity, for the faithful performance of the Contract, in an amount equal to one hundred percent of the amount of the Contract. The bid security shall be in the amount of 10 percent (10%) of the amount of the Contract and shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or the governmental entity may provide for a Bidder's Bond with corporate surety satisfactory to the governmental entity. The Bid Bond shall contain no conditions excepted as provided in this section.

Contract Documents. Bids are to be addressed to the City of Dubuque, Iowa, 50 West 13th Street, Dubuque, IA 52001, and shall be marked "Sealed Bid–**2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, IDNR SRF File: CS192117101; DNR Project: #2025-0150A**."

A copy of the Contract Documents may be viewed at the City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA 52001. Complete digital Contract Documents will also be available, for download on the City's website at www.cityofdubuque.org/bids.aspx. No plan deposit is required.

Bidder will execute and file the Agreement and 100% Performance and Payment Bonds within 15 days after the Notice of Award.

The City of Dubuque reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 60 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

Any Contract or Contracts to be awarded are expected to be funded entirely or in part by a loan from Iowa Drinking Water State Revolving Fund. This procurement will be subject to regulations contained in appropriate State Statutes and 40 CFR Parts 31, 33, and 35 of the Federal Statutes. Award of IDNR SRF File: CS192117101; DNR Project: #2025-0150A may be dependent on loan securement.

A Federal Davis-Bacon Wage rate determination will prevail for this Project. General Decision Numbers IA20240003 01/05/2024 and IA20240065 07/19/2024 shall apply.

Women and Minority–owned businesses are encouraged to submit Bids for this Project.

Bidders must demonstrate positive efforts to utilize women's and minority owned businesses. This procurement will be subject to regulations contained in 40 CFR 35.3145(d), and P.L. 102-389 and 100-590. In addition, Bidder shall comply with Executive Orders 11625, 12138, and 12432.

General Nature of Public Improvement
2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, IDNR SRF File: CS192117101; DNR Project: #2025-0150A.

Project consists of the replacement of obsolete motor control hardware with new equipment using Ethernet communications and replacements of programmable logic controllers and power meters in the Headworks and Solids Processing Buildings at the Water & Resource Recovery Center.

Preference for Iowa Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to, any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be

required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Sales Tax. The Bidder should not include sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased for incorporation in the Project.

Contact Information. The Bidders shall contact either David Gohdes (david.gohdes@strand.com or 608-251-4843) at Strand Associates, Inc.® or Deron Muehring (dmuehrin@cityofdubuque.org or 563-589-4176) at the City of Dubuque, or both parties with their questions associated with this project.

Title VI–Non-Discrimination Clause. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

On the following date, September 16, 2025 this Notice was posted at the following locations:

1. Posted on the City of Dubuque Website: www.cityofdubuque.org/bids
2. Posted to Construction Update Network: www.mbionline.com

Copyrighted
September 15, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Proceedings to Set Public Hearing on October 6, 2025 for the Issuance of Not to Exceed $2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main
SUMMARY:	City Manager recommending that a public hearing be set for October 6, 2025, on the issuance of a not to exceed $2,330,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the North English Road Water Main. **RESOLUTION** To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,330,000
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for October 6, 2025

ATTACHMENTS:

1. North English Road SRF Set Public Hearing_MVM memo_2025_09_09
2. North English Road SRF Set Public Hearing_Staff memo_2025_09_09
3. 1st Half Set Hrg Water Rev LDA (North English Rd) (Dubuque #26 2025)-v2

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Set Public Hearing on October 6, 2025 for the Issuance of Not to Exceed $2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main

DATE: September 9, 2025

Chief Financial Officer Jennifer Larson recommends that a public hearing be set for October 6, 2025, on the issuance of a not to exceed $2,330,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the North English Road Water Main.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Chris Lester, Water Department Director
Brian DeMoss, Finance Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Set Public Hearing on October 6, 2025 for the Issuance of Not to Exceed $2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main

DATE: September 9, 2025

INTRODUCTION
The purpose of this memorandum is to provide suggested proceedings to set a public hearing on the issuance of not to exceed $2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main.

BACKGROUND
The City of Dubuque is looking to address necessary improvements associated with its 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 the existing and new customers. The project 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.

Through the Request for Engineering Proposal process 2022, Origin Design was awarded the City-Wide Water Distribution System, Storage, and Pumping Improvements Project to complete design of the five improvements. Origin also prepared and assisted the City in securing an Iowa SRF Intended Use Plan (IUP) Application for the proposed improvements, and a P&D Loan.

One of the five projects in the City-Wide Water Distribution System, Storage, and Pumping Improvements Project is the N. Cascade Road and SW Arterial Water Main Extension project that will bring water service to a portion of the SW Arterial and allow continued extensions, looping water main along the SW Arterial from US Highway 151/61 to US Highway 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 for the installation of a 12-inch water main extension starting at Edval Lane on North Cascade Road south to the SW Arterial. At the intersection with the SW Arterial, the original project scope included a water main loop that would head east along the SW Arterial in the direction of Military Road toward Tamarack Industrial Park. The project scope was amended to include water main that would also head west along the SW Arterial to North English Road, then turning north along North English Road for approximately 1,100 feet.

DISCUSSION

The North English Road water main extension (at the west terminus of the Southwest Arterial 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 from there to the English Mill Pump Station.

The SW Arterial water main extension (along with the North Cascade Road water main extension) creates an arterial water main loop that extends from the southwest end to the south end of Pressure Zone 3. The Southwest Arterial water main extension consists of a 16-in arterial water main connecting the end of the North English Road water main extension to the existing 16-in arterial water main located at the Tamarack Industrial Park. There will also be a tie-in mid-route to the 16-in arterial water main at Military Road. The proposed water main extension is planned to be located within existing roadway ROW with only one utility easement required along the entirety of the proposed water main route. The project will include the following:

- Approximately 22,150 LF of 16-in water main with 30 buried butterfly valves
- 24 fire hydrants, located at approximately 1,000-ft intervals, with 6-in DI leads and isolation gate valves
- Two (2) creek/stream crossings including water valve manholes
- Three (3) Bored Casings (approximately 650 LF) for 16-in Water Main at crossing of Military Road, North Cascade Road, and the Southwest Arterial.

The North English Road and SW Arterial portions west of North Cascade Road were not part of the original IUP submitted and approved in 2022. The IUP was updated in November 2024 to include the costs associated with the revised scope. The estimated costs associated with the additional 1,100 LF of water main along North English Road are $305,000, and changes to the SW Arterial extension portion of the project are $1,580,000, totaling $1,885,000.

The State Revolving Fund loan will have an interest rate of 3.12%, a maturity date of June 1, 2045, and will be abated from the water fund.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolution fixing the date of October 6, 2025, for a public hearing on the proposed issuance not to exceed $2.33 million in Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) for the North English Road Water Main.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

DORSEY
DORSEY+WHITNEY LLP

September 9, 2025

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: $2,330,000 SRF Water Revenue Loan and Disbursement Agreement
File No. 430411-26

Dear Jenny:

We have prepared and attach proceedings for use at the September 15, 2025, City Council meeting to set October 6, 2025, as the date for a hearing on the proposal to enter into the SRF Water Revenue Loan and Disbursement Agreement (the "Agreement") in connection with the North English Road Water Main Extension Project.

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution.

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

3. Organization and Establishment Certificate.

4. Outstanding Debt Certificate with respect to the outstanding debt of the Water Utility.

5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Dubuque. The last date on which this notice can be effectively published is October 2, 2025.

As soon as the notice appears in the newspaper, please have a copy scanned and emailed to me.

Please return one fully executed copy of these proceedings to us as soon as they are available.

Please call Emily Hammond or me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Eldon Schneider
Christopher Lester
Tionna Pooler
Tony Toigo
Lee Wagner

MINUTES TO SET DATE FOR HEARING ON ENTERING INTO A LOAN AND DISBURSEMENT AGREEMENT

430411-26 (N/I)

Dubuque, Iowa

September 15, 2025

The City Council of the City of Dubuque, Iowa, met on September 15, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business• •

MOTION TO APPROVE RESOLUTION

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO._____

Resolution to fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,330,000

WHEREAS, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,330,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. This City Council shall meet on October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,330,000

(WATER REVENUE)

The City Council of the City of Dubuque, Iowa, will meet on October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,330,000 for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Waterworks Utility System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Water Revenue Indebtedness and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dubuque, Iowa.

Adrienne Breitfelder
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $2,330,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 15, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Water Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Council-manager-ward form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor

_____, City Manager

_____, Chief Financial Officer

_____, City Clerk

_____, City Treasurer

_____, Council Member/Mayor Pro Tem

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

And I do further certify that the City has provided for the office of Treasurer, and the Council has selected the Treasurer.

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2025.

_____
City Clerk

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa (the "City"), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the "Utility"), except as follows:

Date	Type	Principal Amount Outstanding	Maturity

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility, excluding the proposed issue.)

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

Copyrighted
September 15, 2025

City of Dubuque
City Council

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Boards and Commission Application Review

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

Airport Commission
One, 4-Year term through September 14, 2029 (Expiring term of Brotherton)
Applicant:
Ron Vaughn, 2973 Castle Wood Ln.

Investment and Cash Management Oversight Advisory Commission
One, 3-Year term through July 1, 2028 (Vacant term of Merritt)
Applicant:
Daniel Scott, 2435 Kaufmann Ave.

SUGGUESTED DISPOSITION:

ATTACHMENTS:
1. Overview Sheet
2. Airport Commission Applicant
3. Investment and Cash Management Oversight Advisory Commission Applicant
4. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, September 15, 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 Brotherton)
Applicant:
Ron Vaughn, 2973 Castle Wood Ln.

Investment and Cash Management Oversight Advisory Commission
One, 3-Year term through July 1, 2028 (Vacant term of Merritt)
Applicant:
Daniel Scott, 2435 Kaufmann Ave.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

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: 2/10/2025 7:47:29 PM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.
General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Airport Commission
Name:	Ron Vaughn
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	2973 Castle Woods Ln

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001-9003
Preferred Phone Number:	563-543-7021
Email Address(es):	rvboop1@yousq.net
How did you hear about City of Dubuque Boards and Commission?	Through a Friend
If other, please specify:	*Field not completed.*
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	*Field not completed.*
Why are you interested in applying for this Board or Commission?	I am a private pilot and keep my plane at the Dubuque Regional Airport. I would like to see the airport continue to grow for our community.
Describe your	IFR certified pilot, member and past vice president of EAA, and

experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	retired business owner who is interested in being more involved in the community.
Share your experience working in diverse environments:	As a business owner I have interacted and worked with people from a number of backgrounds.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Teri Goodmann, friend, 563.580.0690 Chuck Weber, friend, EAA past president, 563.663.3646

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Ron Vaughn
Date:	2/10/2025

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CHAPTER 3

INVESTMENT AND CASH MANAGEMENT OVERSIGHT ADVISORY COMMISSION

SECTION:

2-3-1: Commission Created

2-3-2: Purpose

2-3-3: Internal Organization And Rules

2-3-4: Procedures For Operation

2-3-5: Membership

2-3-6: Oath

2-3-7: Terms

2-3-8: Vacancies

2-3-9: Officers; Organization

2-3-10: Meetings

2-3-11: Compensation

2-3-12: Removal

2-3-13: Powers

2-3-14: Reports Provided

2-3-1: COMMISSION CREATED:
There is hereby created the investment and cash management oversight advisory commission. (Ord. 52-14, 8-4-2014; amd. Ord. 1-25, 1-6-2025)

2-3-2: PURPOSE:
The purpose of the commission is to review the actions and decisions of the city's investments and all money managers for compliance with the city's investment policy and to report any noncompliance to the city council; to review internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits; to review the investment performance of the City's investments and money managers and to report to the City Council concerning such investment at least quarterly; and to recommend, as needed, changes in the investment policy or cash management practices to the city council. (Ord. 52-14, 8-4-2014; amd. Ord. 1-25, 1-6-2025)

2-3-3: INTERNAL ORGANIZATION AND RULES:
The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 52-14, 8-4-2014)

2-3-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 52-14, 8-4-2014)

2-3-5: MEMBERSHIP:
The commission comprises five (5) residents of the city, appointed by the city council, who have knowledge about investments and finance but with no affiliation with a firm or corporation which does now or during the term of a commissioner provides investment or financial advice or services to the city. (Ord. 52-14, 8-4-2014)

2-3-6: OATH:
Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-7: TERMS:
The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 52-14, 8-4-2014)

2-3-8: VACANCIES:
Vacancies must be filled in the same manner as original appointments. (Ord. 52-14, 8-4-2014)

2-3-9: OFFICERS; ORGANIZATION:
The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 52-14, 8-4-2014)

2-3-10: MEETINGS:

A. Regular Meetings: The commission must meet quarterly.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 52-14, 8-4-2014; amd. Ord. 35-24, 6-17-2024)

2-3-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 52-14, 8-4-2014)

2-3-12: REMOVAL:

Except as provided in subsection2-3-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 29-15, 5-18-2015)

2-3-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review the actions and decisions of the Chief Financial Officer and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;

B. To recommend, as needed, changes in the city's investment policy to the city manager and the city council;

C. To review the investment performance of the city and the city's money managers and report to the city council concerning same at least quarterly; and

D. To review the City's internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits for compliance with agreement terms and conditions. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020; Ord. 1-25, 1-6-2025; Ord. 6-25, 2-17-2025)

2-3-14: REPORTS PROVIDED:

The Chief Financial Officer must provide the commission with monthly, quarterly, and annual reports prepared by the Chief Financial Officer and the city's financial advisors. (Ord. 52-14, 8-4-2014; amd. Ord. 3-20, 1-21-2020; Ord. 1-25, 1-6-2025; Ord. 6-25, 2-17-2025)

From: noreply@civicplus.com
To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Kaia Humpal; Jenny Larson;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/3/2025 10:26:14 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:	Investment and Cash Management Oversight Advisory Commission
Name:	Daniel Scott
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city	2435 Kaufmann Ave

limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	6303838680
Email Address(es):	danscott4544@yahoo.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Utility Bill
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?	BARS (Board of Restaurant Success)
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Soldiers For Wildlife Board - Board Member BARS (Board of Restaurant Success) - Advisory Marvel Capitol Group Board - Advisory
Why are you interested in applying for this	I am seeking appointment to the Investment and Cash Management Oversight Advisory Commission because I believe it represents a meaningful opportunity to contribute to the long-term financial stewardship of Dubuque. As someone who has chosen this city as

Board or Commission?	the place to start and raise a family, I am deeply invested in its continued growth and stability. I see this commission as a way to apply my skills and perspective toward ensuring responsible oversight that benefits both current residents and future generations. Serving on this body would allow me to make an outsized, positive impact on the community while supporting Dubuque's vision for a thriving, sustainable future.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I believe my skills, education, and professional experience have prepared me well to serve on the Investment and Cash Management Oversight Advisory Commission. Over the past 10+ years, I have held leadership roles in sales and marketing where I gained extensive experience in contract review, financial analysis, and cross-functional collaboration with finance, legal, accounting, and executive leadership teams. These experiences have honed my ability to analyze complex information, manage risk, and align diverse stakeholders toward shared objectives. Beyond my professional career, I have also dedicated significant time to community-focused work. As Treasurer and Fundraising Director for Soldiers For Wildlife, I helped grow the nonprofit's donations from just $50 to more than $500,000, ensuring transparency, financial discipline, and sustainable growth. This combination of leadership, financial stewardship, and commitment to service has equipped me with the perspective and skills necessary to contribute meaningfully to the commission's important work.
Share your experience working in diverse environments:	Throughout my career in corporate America, I have had the privilege of working within highly diverse teams comprised of individuals from a wide range of backgrounds, perspectives, and experiences. These environments required not only adaptability, but also the ability to communicate clearly, collaborate productively, and build trust across differences. I have seen firsthand how diversity strengthens problem-solving and leads to more innovative, lasting outcomes. In every role, I have prioritized listening, fostering inclusion, and aligning teams toward shared objectives, skills that I believe will be invaluable in serving on this commission.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Anderson Jackson - NAVY Seal - Medic (708) 278 2800 andersonjackson93@gmail.com (coworker) Priscilla Zuchowski - Sr. Mgr General Motors (219) 798 1467 priscilla.zuchowski@gmail.com (colleague/peer)

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):	Daniel Scott
Date:	09/03/2025

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CITY OF DUBUQUE
BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25	Indicates openings within 2025	Open	Indicates Current Opening
	Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission		

AIRPORT COMMISSION
4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	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

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

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

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

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

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

CABLE TELEVISION COMMISSION
3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY
4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION
3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

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

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

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

9/2/25

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September 15, 2025

City of Dubuque
City Council

BOARDS/COMMISSIONS # 2.

ITEM TITLE: Boards and Commission Appointments

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

Airport Commission
One, 4-Year term through September 14, 2029 (Expiring term of Kutz-Weber)
Applicant:
Mariann Kurtz-Weber, 955 Prince Phillip Dr.

SUGGUESTED 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,
Monday, September 15, 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 Brotherton)
Applicant:
Ron Vaughn, 2973 Castle Wood Ln.

Investment and Cash Management Oversight Advisory Commission
One, 3-Year term through July 1, 2028 (Vacant term of Merritt)
Applicant:
Daniel Scott, 2435 Kaufmann Ave.

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

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:	Airport Commission
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: You must live within the	955 Prince Phillip Drive

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

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

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

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

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

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

CABLE TELEVISION COMMISSION
3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY
4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION
3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

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

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

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

9/2/25

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September 15, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE:	Request to Conditionally Rezone Property at West 32nd Street
SUMMARY:	Proof of publication on notice of public hearing to consider a request from Sherry Ehrlich to rezone property at West 32nd Street - PIN 1016227007, from R-1 Single-Family Residential to ORc Office Residential with conditions, and Zoning Advisory Commission recommending approval. **ORDINANCE** Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 3185 West 32nd Street (PIN 1016227007) From R-1 Single-Family Residential District To OR Office Residential District With Conditions As Established In The Attached Memorandum Of Agreement
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to CC
2. Application
3. Vicinity Map
4. Notification Map
5. Staff Memo - Remanded
6. Applicant Docs
7. Turnis - Public Input_32nd St REZ ORc
8. Heitzman - Public Input_ 32nd St REZ ORc
9. Staff Report - W 32nd St REZ OR
10. Previous Public Input for rezoning from R-1 to OR
11. Site Photos
12. Applicant Ltr To Neighbors
13. R-1 Zoning Regulations
14. OR Zoning Regulations
15. Ordinance w/ MOA
16. Executed Memorandum of Agreement
17. Presentation

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

September 9, 2025

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

Applicant: Sherry Ehrlich
Location: West 32nd Street - PIN 1016227007
Description: To rezone property from R-1 Single-Family Residential to ORc Office Residential with conditions

Dear Mayor and City Council Members:

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

Discussion

Pat Norton, Buesing & Associates, 1212 Locust Street, spoke on behalf of the applicants, Sherry and Rick Ehrlich. He recapped the rezoning request review history from the past month. He stated the applicants are seeking to rezone the property to ORc Office Residential with conditions. He noted the lot size is .53 acres, which limits potential development on the site. He described the surrounding zoning districts and stated that ORc would serve as a transition from more intense uses to the north. He listed the allowed uses in the R-1 district and stated that under the proposed ORc district all uses would be removed except general office and single-family dwelling within an existing structure. He stated the owners would like to construct an office building, and that the property could be used for office or single-family residential in the future.

Mr. Norton stated that under the current R-1 zoning district, the lot could be split into two lots, each with a single-family residence and an accessory dwelling unit, which is permitted by recent state legislation. He stated this would allow four residential units on the property. He stated this would be a secondary development option, but the applicant's preference is a real estate office. He stated that traffic generated by a realtor's office would be approximately fourteen trips per day, compared to twenty-eight trips from two single-family homes. He stated the applicants spoke with neighbors regarding their plans and reported that neighbors were generally supportive of the general office site plan.

The Commission asked about the difference between the three site plan layouts in the packet. Mr. Norton stated that two proposals show possible development under the current R-1 zoning district, which would allow subdivision into two lots with a single-family dwelling and accessory dwelling unit on each lot. He stated the third site plan shows the

applicant's desired layout under the ORc zoning district, with a 2,000-2,500 square foot realtor's office designed with a residential appearance on the south elevation and parking and signage on the north.

Ron and Joan Heitzman, 3152 West 32nd Street, spoke regarding the proposed rezoning. She stated that Mr. Ehrlich has reached out to members of the neighborhood and she had a chance to speak with him regarding their development goals for the property. She stated that she had hoped to see a single-family residence on the lot with family activities. She said she's alarmed by the new state law on accessory dwelling units and the possibilities it creates for future development. She said of the three options presented by the applicant, she prefers the office site development because it can't be subdivided or have accessory dwellings, and there would be just one driveway. She wondered if the building could be set back to align with neighboring house. She expressed that this request still leans to spot zoning with the Northwest Arterial as a natural divider, so she expressed concern that approval of the conditional rezoning could be the beginning of erosion into the R-1 zoning district. Despite this, she stated that the office site plan remained the most palatable option. She appreciated that there are verbal agreements from the applicants limiting signage and lighting, and for the planting of greenery between the adjacent house. She said she wants to be good neighbors and have a good relationship with the new neighbors. She stated they were in support of the conditional rezoning as presented.

Willie Kraus, 3155 West 32nd Street, said he is the next-door neighbor, and said that he is going along with the rezoning because it's better to have one building than two on the property.

Vernon Klein, 3063 West 32nd Street, agreed with the comments provided by Mrs. Heitzman.

Staff detailed the staff report explaining the history of the request and the remanded direction from the City Council. Staff explained that the applicant has provided additional information for the Commissions consideration including site exhibits and written correspondence, and that the applicant has made an effort to connect with neighbors regarding the rezoning. Staff described the project site characteristics noting the lot size of approximately 23,000 acres. Staff noted the property could be split into two lots based on bulk regulations, which would be a staff level review. Staff noted that access would need to be reviewed/approved by Engineering. Staff explained the proposed ORc district would permit only two principal uses on the property including general office and a single-family dwelling within an existing structure only. Staff explained that this rezoning request did include a revised public notification and that two letters of public input which both appear to support the option with the office to be preferable. Staff displayed the setbacks on the site shown in the proposals and that the neighboring house is set back further than required.

The Commission asked if residents of accessory dwelling units have to be related. Staff stated that the state code preempts the city code, and it has no owner occupancy or family requirement, and it increases the size allowance for accessory dwelling units.

The Commission asked about when the new law went into effect and if it essentially permits duplexes in single-family districts. Staff replied that it became effective on July 1, 2025 and that the state law does effectively up-zone the R-1 zoning district by allowing more than one residential unit in a single-family residential zoning district. The Commission asked if a lawsuit had challenged the law yet, and Staff stated they are not aware of any at this time. The Commission asked how ADUs were regulated in Dubuque before, and Staff replied that they were allowed with a Conditional Use Permit and had stricter requirements. Staff also noted that accessory dwelling units are still required to meet the building code requirements.

The Commission asked about the concept plan requirements for PUDs. Staff replied that PUDs are unique as a concept plan must be provided/approved and that a traditional rezoning, including a conditional rezoning, do not require a concept plan. Staff noted that a single-family residence and duplex or two-unit townhome would not require does not require site plan review, unlike commercial or multi-family residential development containing three or more units. Staff also noted a site plan review would be required for the proposed office building.

The Commission discussed the application with one Commissioner expressing mixed feelings about the request. The Commission acknowledged the dialogue and the support from neighbors for the office site layout noting the site plan provides a picture of the development and the onsite parking. The Commission noted the high traffic speeds on 32nd Street and there was general support for the conditional rezoning.

Recommendation

By a vote of 5-0-1, the Zoning Advisory Commission recommends that the City Council approve the request to rezone property from R-1 Single-Family Residential to ORc Office Residential with conditions.

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

Respectfully submitted,

Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments
cc: Sherry Erlich – 558 Mill Run – Dubuque, IA
Earlyn J. & Judith L. Loeffelholz – 1901 W. 32nd Street – Dubuque, IA

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

APPLICATION FORM

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

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

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

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

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

A. Property Information

Site Location/Address: W 32nd St. (south east of NW Arterial and W 32nd St.)

Legal Description/Parcel ID#/Subdivision: Bal. of Lot 2-1-4 of NE 1/4 of Sec. 16, T89N, R2E (1016227007)

Existing Zoning: R-1 Proposed Zoning: OR Site Area (square feet/acres): 0.91 ac.

Historic District: .andmark: ☐ Yes ☒ No

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

Rezone to be able to put up an office building and parking area.

C. Applicant/Agent Information

Name: Sherry Ehrlich Phone: (563) 583-1111

Address: 558 Mill Run City: Dubuque

State: IA Zip: 52002 Email: sherry@1111realty.house

D. Property Owner(s) Information

Name(s): Earlyn J. & Judith L. Loeffelholz Phone: 563·451·2665

Address: 1901 W 32nd St. City: Dubuque

State: IA Zip: 52001 Email:

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

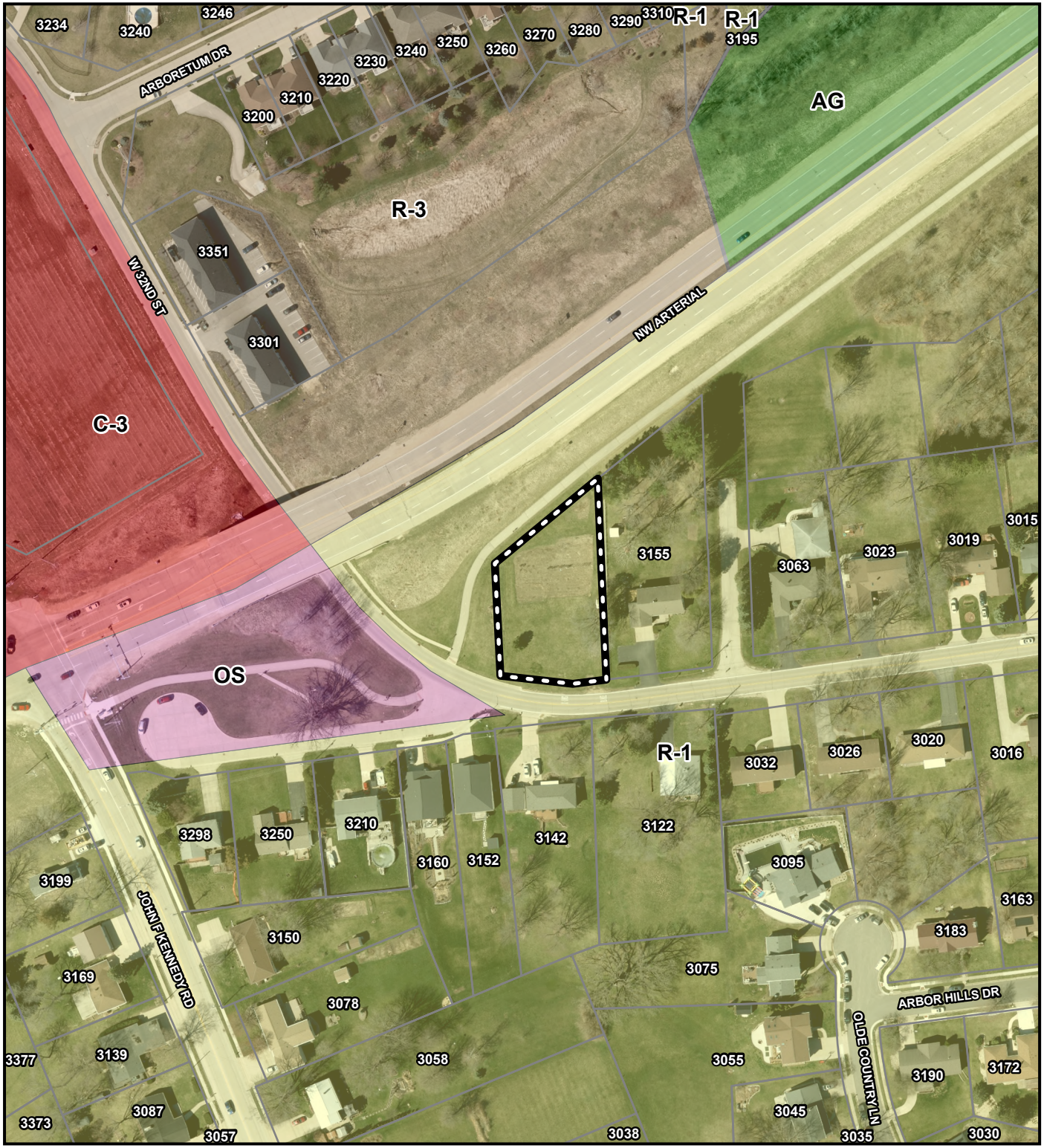
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted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

Applicant/Agent: Sherry Ehrlich Date: 7/21/25

Property Owner(s): Earlyn Loeffelholz Karen Loeffelholz Date: 7-21-25

FOR OFFICE USE ONLY

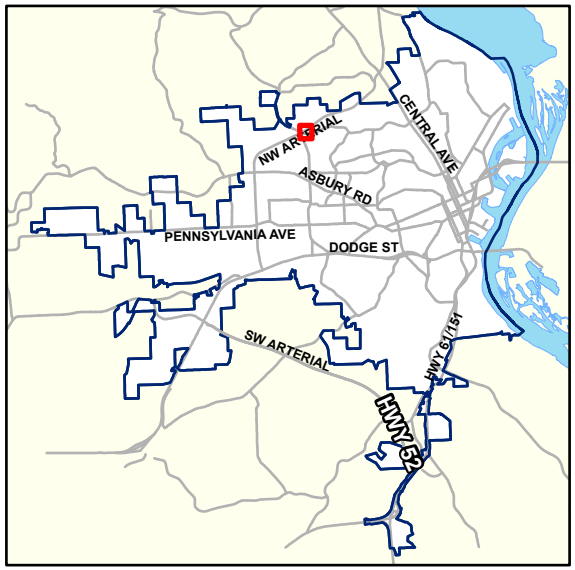
Fee $_____ Ck#_____ ☐CC ☐Cash Received by_____ Date_____



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Vicinity Map



Applicant: Sherry Ehrlich

Location: West 32nd Street – PIN 1016227007

Type: Rezoning

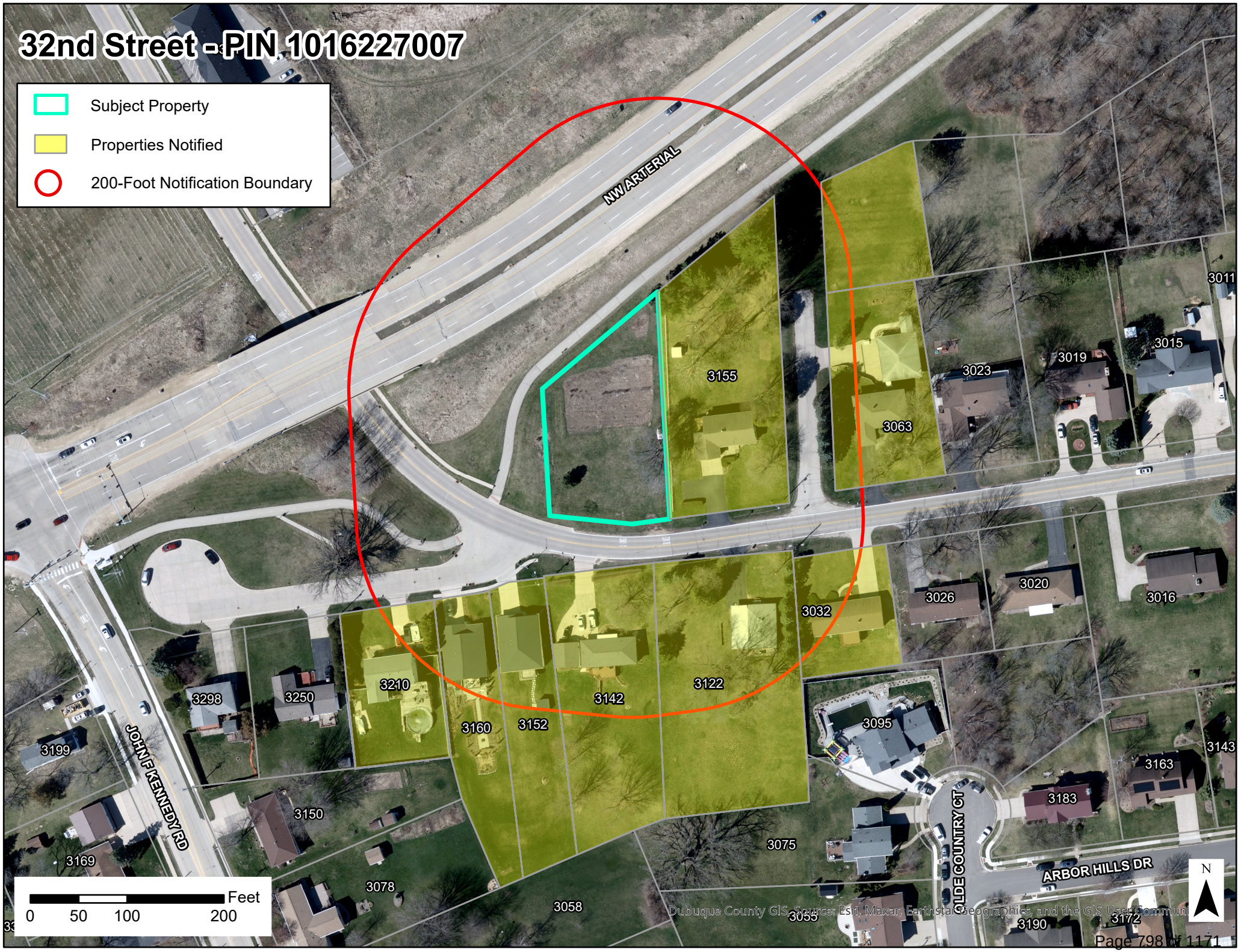
Description: To rezone property from R-1 Single-Family Residential to ORc Office Residential with conditions.

Subject Property

0 62.5 125 250
Feet

N

1:2,000


32nd Street - PIN 1016227007
Subject Property
Properties Notified
200-Foot Notification Boundary
NW ARTERIAL
JOHN F KENNEDY RD
OLDE COUNTRY CT
ARBOR HILLS DR
3155
3063
3023
3019
3015
3011
3032
3026
3020
3016
3210
3298
3250
3142
3122
3160
3152
3095
3199
3143
3163
3150
3183
3169
3075
3078
3058
3053
3190
3172
Feet
0 50 100 200
N
Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Zoning Advisory Commission

FROM: Shena Moon, Associate Planner

DATE: September 3, 2025

SUBJECT: To rezone property from R-1 Single-Family Residential to ORc Office Residential with conditions.

INTRODUCTION
This memo provides an update on the rezoning request for the property located at West 32nd Street (PIN 1016227007) and outlines the further action requested by the City Council.

DISCUSSION
The applicant, Sherry Ehrlich initially submitted a request to rezone the property at West 32nd Street (PIN 1016227007) from R-1 Single-Family Residential to OR Office Residential. That request came before the Zoning Advisory Commission (ZAC) on August 6, 2025. At the meeting, the ZAC reviewed the request, heard public input, deliberated the request, and made recommendation to the City Council to deny the request.

The request went before the City Council on August 18, 2025. Prior to that meeting, the applicant submitted a written letter requesting that the rezoning request be remanded back to the Zoning Advisory Commission for consideration of a conditional rezoning for the property. The applicant indicated that this would allow them to prepare additional information for the Commission's consideration in their review of the request. A copy of the applicant's letter is attached.

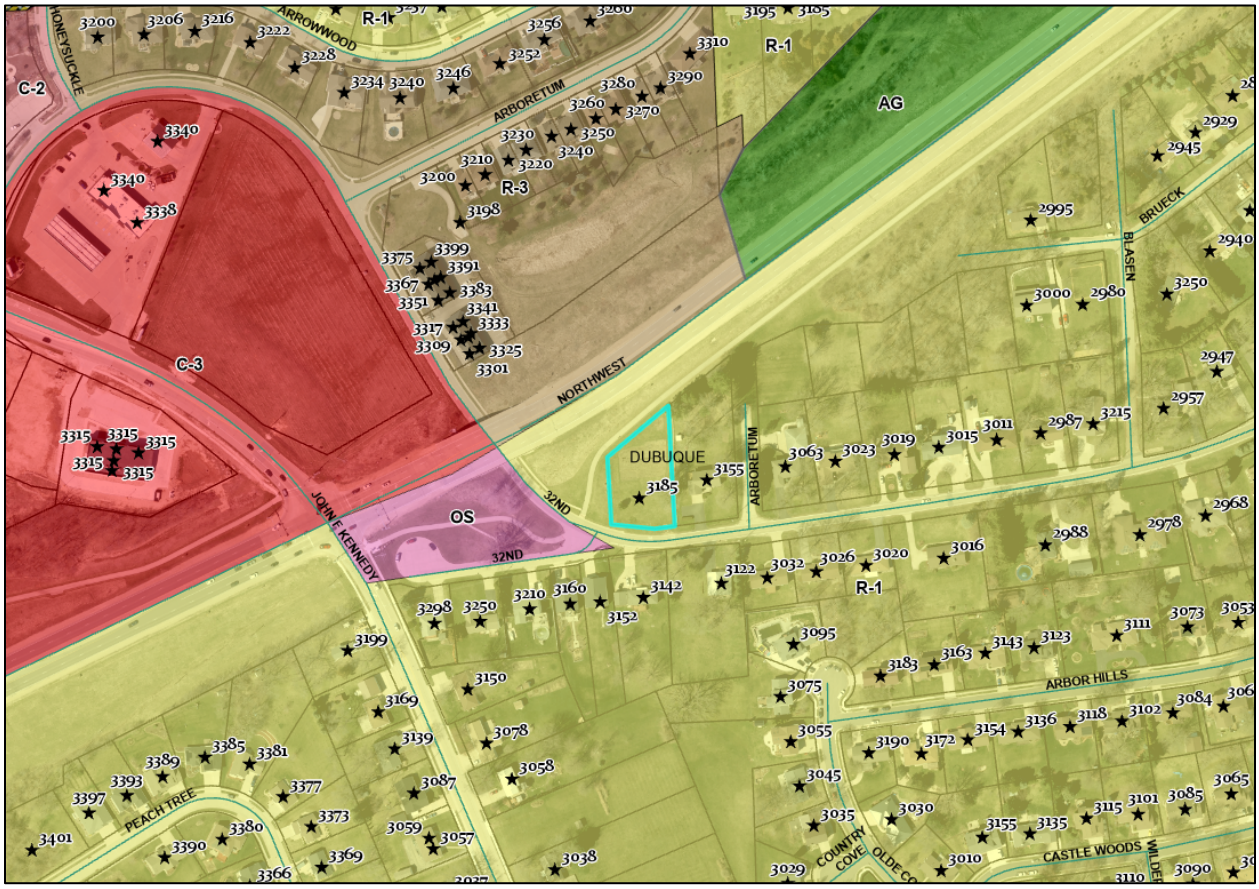
At its meeting on August 18, 2025, the Council received a staff report, heard public input, and discussed sending the request back to the Zoning Advisory Commission to consider a conditional rezoning. The Council also asked staff whether the Commission's review would include an advertising and signage plan for the property. Staff responded that the Commission could take advertising and signage into account. Following this discussion, the Council voted to remand the request to the Zoning Advisory Commission for consideration of a conditional rezoning.

Public Input:
The applicant has submitted supplemental information for the Commission's consideration. The attached information includes:

- Letter from the Seller – Earlyn & Karen Loeffelholz
- Map of residential lots available in the area

- Conceptual site plan for office use
- Conceptual site plan for two single-family residential lots each containing a residence with home office and an accessory dwelling unit
- Conceptual site plan for two single-family residential lots, one containing a residence with home office and an accessory dwelling unit and the other containing a single-family residence with attached accessory dwelling unit
- Letter from realtor Jim Dix
- Letter from realtor Sherry Ehrlich
- Copy of a letter from the applicant to the neighboring property owners
- Applicant's letter to City Council requesting the project be remanded to the Commission

Prior to the Commission's previous meeting on August 6, 2025 letters of opposition were submitted. Those letters are attached along with the public opposition map. Any new public input received after the publication of this staff report will be provided under separate cover.



Subject property and zoning of surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property as Public Open Space. The proposed project may help to meet the Comprehensive Plan

land use recommendation to create a vibrant environment where residents can live, work, and play within walking and biking distance of their home at opportunity sites throughout the community.

STAFF ANALYSIS:

The revised request is to rezone the property at West 32nd Street (PIN 1016227007) from R-1 Single-Family Residential to ORc Office Residential with conditions.

The subject property is located in an area of the City that has historically been zoned for single-family residential use. The property is an approximately .53-acre (23,086 square feet) lot located along 32nd Street, just south of the Northwest Arterial. The property has remained undeveloped although it has historically been used for agricultural uses and a garden for adjacent residential uses. The property is primarily flat, and the surrounding development consists primarily of single-family residential uses, with some commercial and multi-family uses to the north and northwest across the Northwest Arterial.

The subject property is surrounded by residential uses to the west, south, and east. The property is directly bordered by a city bike/hike trail along the western and northern sides. To the north is the Northwest Arterial and across that are properties utilized for residential and commercial uses. The proposed rezoning would create a new ORc district in the neighborhood and would change the zoning designation for the subject property only. The previous request to OR Office Residential would have allowed for a number of uses including higher density residential and low intensity commercial uses. The applicant is now proposing to rezone the property to ORc Office Residential with conditions. The proposed ORc zoning would allow for just two uses: a general office use and a single-family residential use within an existing structure only.

The existing R-1 zoning district allows nine (9) Principal Permitted Uses and the previously proposed OR zoning district could have allowed for twenty (20) Principal Permitted Uses. The revised ORc zoning district would allow for only two (2) Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in the existing R-1 and proposed ORc zoning districts. The two (2) uses highlighted in yellow would be the only principally permitted uses in the ORc zoning district.

Principal Permitted Uses	
R-1 Zoning District	**ORc Zoning District**
Cemetery, mausoleum, or columbarium.	~~Art gallery, museum, or library.~~
Community gardens.	~~Artist studio.~~
Golf course.	~~Community gardens.~~
Maternity group home.	General office.
Parks, public or private, & similar natural recreation areas	~~Hospice.~~
Place of religious exercise or assembly.	~~Housing for the elderly or persons with disabilities.~~
Public, private, or parochial school approved by state of Iowa (K-12).	~~Licensed childcare center.~~
Railroad or public or quasi-public utility, including substation.	~~Maternity group home.~~
Single-family detached dwelling.	~~Medical office.~~
	~~Mortuary or funeral home.~~

~~Multi-family dwelling.~~
~~Nursing or convalescent home.~~
~~Parking structure.~~
~~Place of religious exercise or assembly.~~
~~Public, private, or parochial school approved by state of Iowa (K-12).~~
~~Railroad or public or quasi-public utility, including substation.~~
~~Registered child development home.~~
~~School of private instruction.~~
Single- ~~or two-~~family dwelling within an existing structure only.
~~Townhouse.~~

Any proposed grading/alteration to the property, or development of a general office[1] would require an approved site plan which is reviewed through the development review process known as the Development Review Team (DRT). The DRT is comprised of multiple City Departments including Engineering, Planning, Water Distribution, Fire, Police, Housing & Community Development, and Leisure Services. Development plans are reviewed by all relevant departments regarding access, parking, grading, screening, paving, park land, stormwater management, water connection, sanitary sewer connection, fire safety, and more. Staff does not expect any adverse effects on the environment as any potential impacts should be mitigated through the review processes above.

Impact of Request on:

Utilities: Existing utilities located along 32nd Street are adequate to serve the subject property.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes 32nd Street as a Minor Arterial. The most recent traffic counts are from 2013 and show an average annual daily count of 4,190 vehicles. The site is currently undeveloped and although rezoning of the subject property may result in additional vehicle counts, due to the size of the property and the limited uses that could be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts to the subject site or area.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or developed.

Environment: The subject property consists of one lot which is currently vacant. Development of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site

[1] Pursuant to UDC Chapter 12-3, site plan review is required for construction or expansion of any building, structure, or freestanding sign **except** single-family detached dwellings, duplexes, and townhomes of not more than two units and permitted accessory structures to a single-family dwelling or duplex.

development. Therefore, the proposed rezoning is not anticipated to have an any adverse impacts on the environment.

Adjacent Properties: The subject property is surrounded by residential uses to the west, south, and east. The property is directly bordered by a city bike/hike trail along the western and northern sides. To the north is the Northwest Arterial and across that are properties utilized for residential and commercial uses. The proposed rezoning would create a new ORc district in the neighborhood and would change the zoning designation for the subject property only. The ORc district would allow for two principally permitted uses including general office and a single-family residence within an existing structure only. Additionally, any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively impact adjacent properties.

CIP Investments: None.

RECOMMENDATION

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the proposed rezoning to the City Council in accordance with Chapter 16-9-5 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Attachments

Zoning Advisory Commission
City of Dubuque Planning Services
13th & Central
Dubuque, IA 52001

September 3, 2025

RE: PID 1016227007
Rezoning Request from R-1 to ORC

Dear Chairman Mulligan and Commission Members,

As you are well aware, the buyers of the above-mentioned lot requested to have it rezoned from R-1 Single Family Residential to Orc Office Residential with Conditions. During the August meeting, there were several neighbors that objected to the request and the commission followed. We believe that we did not fully provide the facts surrounding our position. We have prepared the following list explaining our thoughts and reasons for why we believe that a revision to the zoning, in this case, is not only warranted, but better for the surrounding community.

- History of the Lot. This lot originally was quite a bit larger, between 2 and 3 acres. The Northwest Arterial required a portion of the lot to be taken for right of way for the NW Arterial and the relocation of West 32nd St. This left a remainder of 23,086 sf (0.53 acres), based on the property description on the Dubuque County Beacon web site.
- Lot Size. With the decrease in lot size, the original price of the lot is spread out over less area, thus making the cost for a lot of this size out of the range of being feasible for a single-family residence.
    - Additionally, the lot size will limit the size of the office building and number of vehicles in and out of the site. With a general office building in OS, there is a requirement for off-street parking, based on either the size of the building (1 stall per 400 sf of office) or the number of employees (1 per employee). This greatly limits the uses and size of building that the lot can support.
- Surrounding Zoning. The area is R-1, Single Family Residential to the east and south. There is a parcel owned by the City of Dubuque directly to the west that is zoned OS, Office Service. This would allow the city to lease the property to someone for a snack shop, bicycle rental office, or some other use that would benefit from the adjacency to the multi-use trail. The land to the northwest, along W32nd St is zoned C-3, General Commercial. The land to the north is zoned R-3, Moderate Density Multiple Family Residential. The surrounding zoning districts are varied.

- To rezone, there would be two options.
  - OS - Office Service. This option would be an extension of the existing OS district adjacent to the property to the west. OS would allow for a general office but would not allow for residential on the first level of the building.
  - OR - Office Residential. This option would be essentially the same as OS, except it would allow for single family residential as well.
  - Ultimately, OR was chosen as it would keep the residential use open in the future.
- Conditions to Rezoning. In either OR or OS, we would gladly accept placing conditions on the property eliminating the uses outside of general office and residential uses.

- Transitional Zoning Areas. Good zoning practices generally prefer buffers or transitions from low to high density uses. OS would serve as a transition zoning between the more dense R-3 and C-3 to the north and R-1 to the east and south. Given the mixed zoning of the surrounding properties, we believe this would be considered a transition area respective to the zoning. A revision to Orc would provide more of a gradual transition and buffer for existing homes.
- R-1 Single Family Residential Allowed Uses. As the lot is currently zoned R-1, the City's Unified Development Code allows for uses outside of single family residential. These uses include:
  - Cemetery, mausoleum, or columbarium
  - Place of religious exercise or assembly
  - Public or private park (golf course) or natural recreation area
  - Public, private or parochial school
  - Railroad or public or quasi-public utility including substation
  - Single Family detached dwelling
  - Community Gardens
- OR Office Residential Allowed Uses. The City's UDC currently allows for the following uses in and OR district. We have lined out the uses we would agree to have eliminated as a condition of the rezoning request.
  - ~~Art gallery, museum or library~~
  - ~~Artist studio~~
  - General office
  - ~~Hospice~~
  - ~~Housing for elderly or persons with disabilities~~
  - ~~Medical office~~
  - ~~Mortuary or funeral home~~

- ~~Multiple-family dwelling~~
- ~~Nursing or convalescent home~~
- ~~Parking Structure~~
- ~~Place of religious exercise or assembly~~
- ~~Public, private or parochial school~~
- ~~Railroad or public or quasi-public utility including substation~~
- ~~School of private instruction~~
- Single ~~or two-~~family dwelling unit within the existing structure only
- ~~Townhouse~~
- ~~Licensed child care center~~
- ~~Community Gardens~~
- ~~Registered Child Development Home~~

- Accessory Dwelling Units (ADUs). On July 1, 2025, a new law (Senate File 592) went into effect that made it illegal for counties and cities to prohibit ADUs. This now opens the R-1 lots for a main house and an ADU. Cities and counties cannot restrict the buildings from being rental units. This includes both long-term rentals (any income level, including families qualifying for housing vouchers) and short-term rentals (Air BnB). Further, the occupants of an ADU do not have to have a familial, marital, employment, etc. relationship with the owners/residents of the primary home.
- Reason to Rezone – UDC. In the City's UDC, There are specific reasons why a particular area can be rezoned. They include:
  - Original zoning was a mistake
  - Circumstances and conditions surrounding the property has changed.

  In this case, we believe that the conditions surrounding the property have changed. The NW Arterial was built, then a multi-use recreational trail constructed immediately adjacent to 2 sides of the lot. The proximity of the trail to the yard makes the building and yard more public than a typical residential lot. Privacy for this lot will be very difficult to achieve, and will require many years of plantings to mature.
- Traffic. According to the Institute for Traffic Engineers (ITE) TripGen Web-base app, 11th Ed., The traffic generated from a 2,000 sf general office building would be approximately 14 trips per day. 2 single family homes would generate double that volume of traffic.
- Neighborhood Communication Attempts
  - Prior to the August Zoning Advisory Commission meeting, a letter was sent to the properties within the required public notice boundary. The letter offered

for neighbors with questions to reach out to the applicants. No calls, emails, or communication of any kind was received by the applicant.

- The City Council directed the applicant and neighbors to discuss the uses of the property and rezoning request. Following the City Council meeting on August 18th, neighbors, applicants and City Staff rode in the elevator together. At that time, the neighbors were adamant that there was going to be no communication from them and the lot would remain R-1.
- It was felt that an open meeting at the site would not be well attended. Instead, the applicant walked through the neighborhood on Wednesday August 27th from 3 to 7pm, knocking on doors to discuss the options individually with the majority of the neighbors. The outcome was generally well received. Overall, the neighbors have a more informed explanation of what the applicant would like vs assumptions.
    - Lack of willingness of the neighbors to communicate has led to several incorrect assumptions and untruths being developed and circulated through the neighborhood.
    - It should be noted that there are people that have signed their petition that are either renters, or who live outside the notification area. Please take this into consideration when reviewing the signatures of the petition.
- Should the lot remain zoned R-1, the owners could subdivide the lot with a simple plat of survey. They could then construct a home with a home-based business and an ADU on both lots. These would then be most likely rented as either short or long term.
- Proposed Building. The intent for this lot is to construct a building that appears residential on the south side, facing W 32nd St, and to keep the more office oriented features (parking, signage, etc.) on the side facing the NW Arterial.

We whole-heartedly believe that the rezoning of the subject property from R-1 to OR Conditional, is the best use and least impactful for the neighborhood both now and well into the future.

Thank you for your time and consideration of our request.

Sherry Ehrlich

From: **karen loeffelholz** <pepperdog42@gmail.com>
Date: Wed, Aug 27, 2025 at 10:44 AM
Subject: Property on W32nd Street
To: JimDixRealtor@gmail.com <JimDixRealtor@gmail.com>

Hello, I am Karen , Buck's wife. We are the property owners for the subject of this hearing. Since the property was purchased in 1991, the landscape has changed tremendously. What was once a spacious acre nestled in a residential neighborhood has now become a 1\2 acre corner where there is a public walk/bike trail on two sides of the property. The lot is situated lower than the trail, so as being exposed to the public. Those who walk on the trail can look on to the property as they walk along. If a resistance were to be built, there would be no privacy. Hikers/bikers can look into windows, take note of your possessions and possibly notice your daily routines. It would not be suitable for families with young children. Situated on that curve in this high traffic area, children would be at risk of being hit by a car. The speed limit is 25mph at the curve but seldom is observed. I feel that putting an office on the property will not affect the neighborhood. It could be a quiet place considering there would not be many people in and out. As we all know, most businesses do their business online and not in person. After business hours there would be no one there. I cannot see the negative impact on the neighborhood.

Sincerely,
Earlyn (Buck) and Karen Loeffelholz

Dear Members of the Zoning Board,

I am writing on behalf of my client, the owner of the property located at West 32nd St Dubuque, Iowa 52001, to respectfully request you reconsider the recommendation to the City Council to deny the rezoning for our parcel from Residential R1 **to** Commercial Residential zoning**.**

As a licensed real estate agent representing this property, I understand and respect the board's responsibility to protect the integrity of our neighborhoods while supporting responsible growth. After careful review, I believe there are several compelling reasons why rezoning this property to commercial use would be in the best interest of both the community and the city:

1. **Location & Compatibility** – The property lies in close proximity to existing commercial activity, making it a natural extension of the surrounding business corridor. Transitioning this parcel would create a more cohesive land use pattern rather than leaving an isolated residential lot.
2. **Community Benefit** – Rezoning would allow for services and businesses that benefit nearby residents with a professional office. This enhances convenience for the neighborhood and encourages local economic activity.
3. **Property Value & Tax Base** – Converting this parcel to commercial use would increase its taxable value, thereby generating additional revenue for the city without adding strain on residential infrastructure.
4. **Traffic & Infrastructure** – Based on preliminary review, the site is capable of handling commercial traffic without undue burden on existing roads. Any development would have to comply with city requirements for parking, safety, and accessibility, as verified by the site plan approval process through the City's Development Review Team.

Additionally, when I posted the listing for this lot on Facebook Marketplace, I included the following:

Discover the perfect spot for your dream home or investment! This .91-acre residential lot is nestled in a desirable peaceful neighborhood on W 32nd St in Dubuque, Iowa. Conveniently located near schools, parks, and local amenities, this expansive property offers a balance of tranquility and accessibility. This lot provides an incredible opportunity to build the home you've always envisioned. Don't miss the chance to own a piece of Dubuque's charm.

Of the comments on that listing, the following were included:

#1. I don't think peaceful is living next to a 4 lane.
#2. Or an on ramp where all the semi's are making a run to increase speed.
#3. Ummm right next to 4 lane 50mph arterial?

As you can see, the location of the property can be viewed as either positive or negative. Please take into account that these, and the opinions of the neighbors are subjective, depending on your perspective.

While the initial application was not approved, we respectfully ask the board to reconsider the potential economic, practical, and community benefits. Our goal is to promote thoughtful development that serves both residents and businesses in Dubuque.

We are open to any conditions or stipulations the board may feel are necessary to ensure compatibility with the surrounding neighborhood.

Thank you for your time, consideration, and dedication to balancing growth with community needs. I look forward to the opportunity to discuss this further and work collaboratively toward a solution.

Sincerely,
James Dix
Re/Max Advantage Realty
Jimdixrealtor@gmail.com
563-599-5368

2 SINGLE FAMILY HOME CONCEPT
W/ UTILITIES ON
BACKGROUND PHOTO

PRELIMINARY
NOT FOR CONSTRUCTION

NW ARTERIAL

BIKE PATH

W 32ND ST.

W 32ND ST. (CT.?)

0' 20' 40'
1" = 40' (11"X17")
1" = 20' (22"X34")

2500SF LIVING SPACE W/ OFFICE FOR OWNER'S REALTY CO.
575SF COURTYARD
900SF RENTAL NO GARAGE
440SF GARAGE
DRIVEWAY

2500SF LIVING SPACE W/ OFFICE FOR OWNER'S COMPANY
575SF COURTYARD
900SF RENTAL NO GARAGE
440SF GARAGE
DRIVEWAY

3155

10"
10"
10"
10"

DATE	REVISIONS	DRAWN BY:
8/25/25		TPL
SCALE:		CHECKED BY:
SEE BAR SCALE		

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST. DUBUQUE, IA
(563) 556-4389

PROJECT NO. 25147

PREPARED FOR:
SHERRY EHRLICH

SHEET TITLE
2 SINGLE FAMILY HOME CONCEPT
LOT 2-1-4 & LOT 2-1-7
NE1/4, SEC.16, T89N, R2E
(PARCEL 1016227007)

1/1

2 SINGLE FAMILY HOME CONCEPT
W/ UTILITIES ON
BACKGROUND PHOTO

PRELIMINARY
NOT FOR CONSTRUCTION

NW ARTERIAL

BIKE PATH

W 32ND ST.

W 32ND ST. (CT.?)

0' 20' 40'
1" = 40' (11"X17")
1" = 20' (22"X34")

2500SF LIVING SPACE W/ OFFICE FOR OWNER'S REALTY CO.

575SF COURTYARD

900SF RENTAL NO GARAGE

900SF RENTAL NO GARAGE

900SF RENTAL NO GARAGE

440SF GARAGE

DRIVEWAY

3155

10"

10"

10"

10"

DRAWN BY:	TPL
CHECKED BY:	
REVISIONS	
DATE	8/26/25
SCALE:	SEE BAR SCALE

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

PROJECT NO. 25147

PREPARED FOR:
SHERRY EHRLICH

SHEET TITLE

2 SINGLE FAMILY HOME CONCEPT
LOT 2-1-4 & LOT 2-1-7
NE1/4, SEC.16, T89N, R2E
(PARCEL 1016227007)

1/1

OFFICE CONCEPT
W/ UTILITIES ON
BACKGROUND PHOTO

PRELIMINARY
NOT FOR CONSTRUCTION

NW ARTERIAL

BIKE PATH

W 32ND ST.

W 32ND ST. (CT.?)

0' 20' 40'
1" = 40' (11"X17")
1" = 20' (22"X34")

3155

PRO OFFICE BLDG
(2000-2500SF)

UTILIZE EXISTING
SEWER & WATER
SERVICES

10"

10"

10"

10"

DRAWN BY:	
	TPL
CHECKED BY:	

REVISIONS

DATE
8/25/25
SCALE:
SEE BAR SCALE

BUESING & ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

PROJECT NO. 25147

PREPARED FOR:
SHERRY EHRLICH

SHEET TITLE
OFFICE CONCEPT
LOT 2-1-4 & LOT 2-1-7
NE1/4, SEC.16, T89N, R2E
(PARCEL 1016227007)

1/2

OFFICE CONCEPT
W/ ZONING ON
BACKGROUND PHOTO

PRELIMINARY
NOT FOR CONSTRUCTION

R-3

OS

NW ARTERIAL

BIKE PATH

W 32ND ST.

W 32ND ST. (CT.?)

0' 20' 40'
1" = 40' (11"X17")
1" = 20' (22"X34")

1016227007

PRO OFFICE BLDG
(2000–2500SF)

227

UTILIZE EXISTING
SEWER & WATER
SERVICES

SUB. OF LOTS 4 & 7 NE1/4
SEC. 16-89N-2E

BRUECK SUB.,
SUB. OF LOT 1-11

BRUECK SUB.,
SUB. OF

2-1-4

2-4

2-7

1016227008

188.24

188.09

158.82

348.77

145.2

125

150

116.5

100

52.61

5.52

21.96

36.77

DATE	REVISIONS	DRAWN BY:
8/25/25		TPL
SCALE:		CHECKED BY:
SEE BAR SCALE		

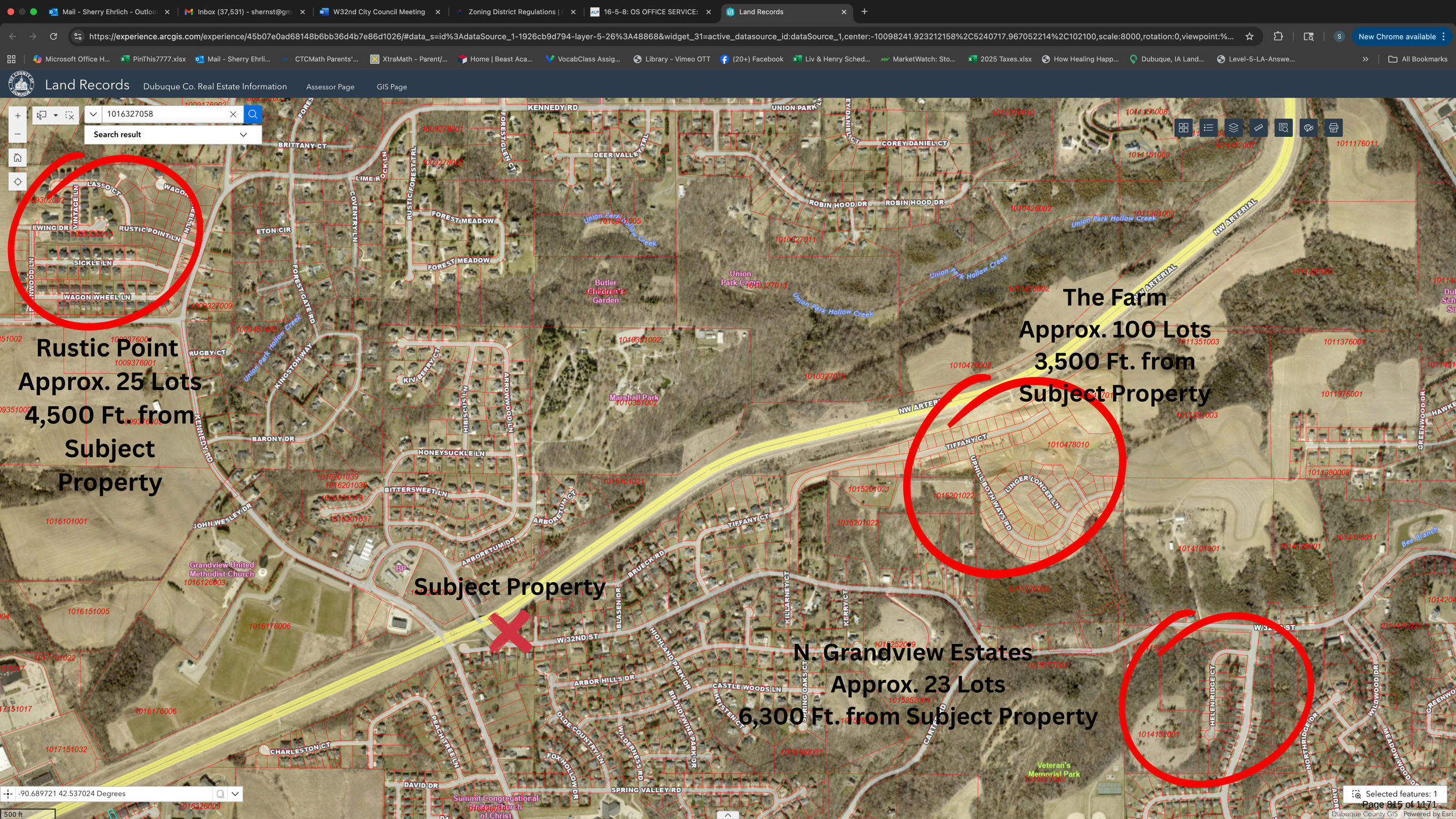
BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST. DUBUQUE, IA
(563) 556-4389

PROJECT NO. 25147

PREPARED FOR:
SHERRY EHRLICH

SHEET TITLE
OFFICE CONCEPT
LOT 2-1-4 & LOT 2-1-7
NE1/4, SEC.16, T89N, R2E
(PARCEL 1016227007)

2/2


Land Records
Dubuque Co. Real Estate Information
Assessor Page
GIS Page
1016327058
Search result
Rustic Point
Approx. 25 Lots
4,500 Ft. from
Subject
Property
The Farm
Approx. 100 Lots
3,500 Ft. from
Subject Property
Subject Property
N. Grandview Estates
Approx. 23 Lots
6,300 Ft. from Subject Property
KENNEDY RD
BRITTANY CT
LASSO CT
VINTAGE LN
EWING DR
RUSTIC POINT LN
SICKLE LN
WAGON WHEEL LN
LIME ROCK LN
COVENTRY LN
FOREST GLEN CT
RUSTIC FOREST TRL
DEER VALLEY TRL
FOREST MEADOW
ETON CIR
FOREST GATE RD
UNION PARK LN
COREY DANIEL CT
ROBIN HOOD DR
NW ARTERIAL
Union Park Hollow Creek
Butler Children's Garden
Union Park Camp
Marshall Park
RUGBY CT
KINGSTON WAY
KIVI BERRY CT
HIBISCUS LN
ARROWWOOD LN
BARONY DR
HONEYSUCKLE LN
BITTERSWEET LN
KENNEDY RD
JOHN WESLEY DR
ARBORETUM CT
ARBORETUM DR
TIFFANY CT
UPHILL BOTH WAYS RD
LINGER LONGER LN
GREENWOOD DR
Grandview United Methodist Church
BP
W 32ND ST
BLASEN DR
BRUECK RD
HIGHLAND PARK DR
KILLARNEY CT
KERRY CT
ARBOR HILLS DR
CASTLE WOODS LN
SPRING OAKS CT
KRISTEN CT
BRANDYWINE PARK DR
OLDE COUNTRY LN
WILDERNESS RD
FOX HOLLOW DR
PEACHTREE LN
CHARLESTON CT
DAVID DR
SPRING VALLEY RD
CARTER RD
Veteran's Memorial Park
Summit Congregational United Church of Christ
HELEN RIDGE CT
NORTHRIDGE DR
WILDWOOD DR
MEADOWWOOD DR
Bee Branch
-90.689721 42.537024 Degrees
500 ft
Selected features: 1
Page 815 of 1171
Dubuque County GIS
Powered by Esri

.September2, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Conditional Proposal

Proposal: To rezone property from R-1 Single Family Residential to ORc Office Residential Zoning District with conditions.

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) have reviewed the petitioner's three conditional plan/proposals...

We believe option A is the least disruptive for the neighborhood. It's a single building on the lot. Petitioners sound like they will do a good job of keeping up the Property.

Date of Signature: 9-2-2025

Name(s) of Respondents: Kristina Dillard

Resident of this Address: 3142 W. 32nd St DBQ IA 52002

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential-C Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and across the street from the proposed property,

My husband and I have reviewed the three options shared by Mr. Ehrlich and Sherry Ehrlich as conditional approaches to the lot development. Even though I had hoped to see one single family home with the R1 designation, I can see the Pandora's Box opened as the July 1st legislation addressing Accessory Dwellings was signed into law. I do not envy the Commission Members or Planning Staff with having to work with that unrestrained directive.

Option A rezoned as ORc would allow for a single structure realtor office for 4 realtors (up from the two realtor original). No accessory buildings or subdivision would be possible with this plan. The lot would not be cluttered with buildings as with plans B and C. Only one drive would be necessary and parking would be at the rear of the lot.

The permissive uses for Plan A would be limited to two uses only – office or single family residence thus limiting undesired uses.

Yes this process still leans to Spot Zoning and is still the beginnings of business erosion into R1 territory; but it is the most palatable of the three proposal plans.

Other items that we have been assured by the petitioners would be addressed are the limitation of signage/lighting, and the planting of greenery to provide optimal shielding and appearance of the property.

We want this to be the beginning of a Win-Win relationship with new neighbors.

We are willing to support the rezoning of PIN 1016227007 from R-1 Single Family Residential to ORc Office Residential with stated conditions as promised by the petitioners.

Date of Signature: 9/2/25

Name(s) of Respondents: Ronald C. Heitzman

Joan Marie Heitzman

Resident Address: 3152 West 32nd St.
↳ Since 2020

REZONING STAFF REPORT Zoning Agenda: August 6, 2025

Property Address: West 32nd Street – PIN 1016227007

Property Owner: Earlyn J. and Judith L. Loeffelholz

Applicant: Sherry Ehrlich

Description: To rezone property from R-1 Single-Family Residential to OR Office Residential zoning district.

Proposed Land Use: Office Residential **Proposed Zoning:** OR

Existing Land Use: Vacant **Existing Zoning:** R-1

Adjacent Land Use:	**Adjacent Zoning:**
North – Northwest Arterial	North – R-1/R-3
East – Residential	East – R-1
South – Residential	South – R-1
West – Residential/Open Space	West – R-1/OS

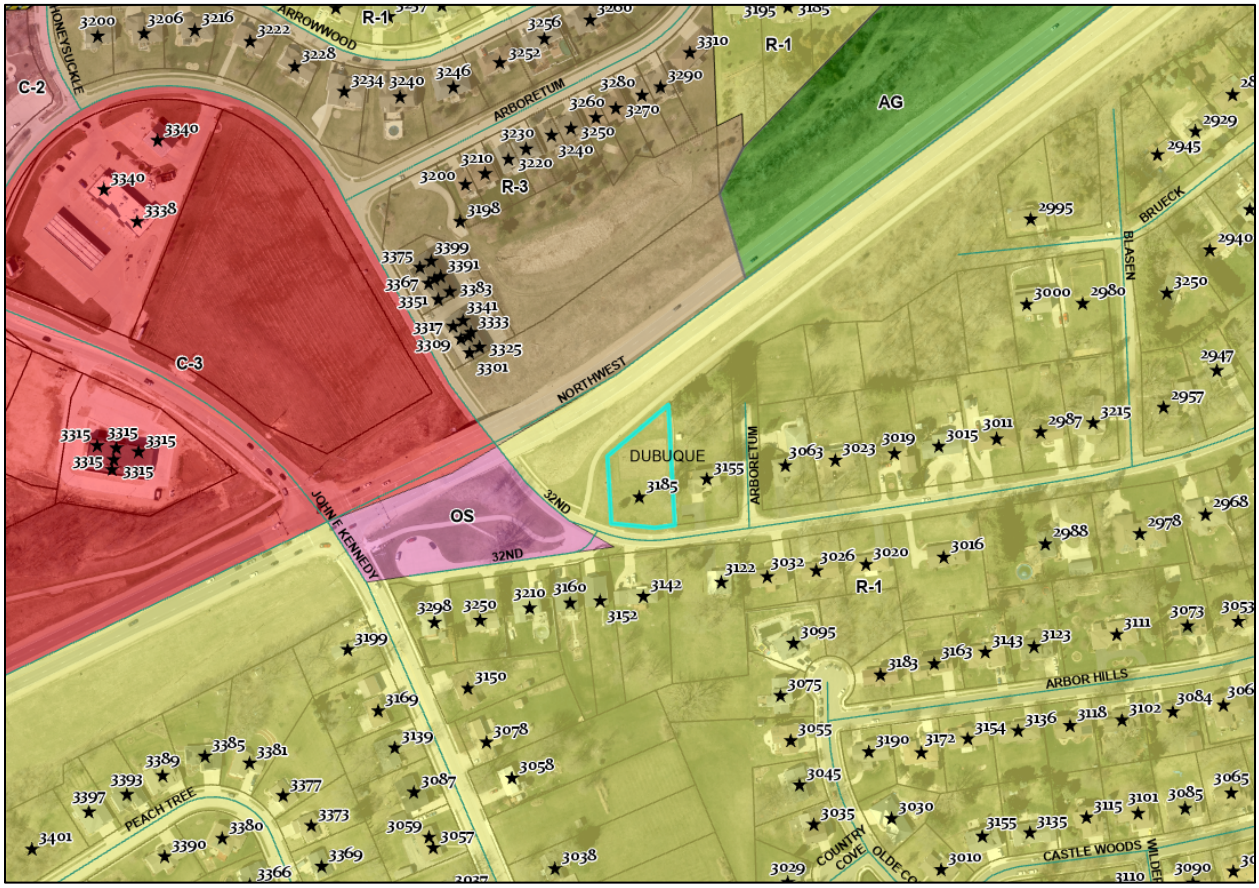
Former Zoning: Prior to 1975 – Single-Family
1975 – R-1 Single-Family Residential
1985 – R-1 Single-Family Residential

Total Area: 0.53 acres / 23,086 square feet

Property History: The property is located in an area of the City that has historically been zoned for single-family residential use. The subject property is vacant and was historically used for agriculture and/or gardening.

Physical Characteristics: The subject property is an approximately .53-acre (23,086 square feet) lot located along 32nd Street, just south of the Northwest Arterial. The property has remained undeveloped although it has historically been used for agricultural uses and a garden for adjacent residential uses. The property is primarily flat, and the surrounding development consists primarily of single-family residential uses, with some commercial and multi-family uses to the north and northwest across the Northwest Arterial.

Property view on next page.



Subject property and zoning of surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property as Public Open Space.

Impact of Request on:

Utilities: Existing utilities located along 32nd Street are adequate to serve the subject property.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes 32nd Street as a Minor Arterial. The most recent traffic counts are from 2013 and show an average annual daily count of 4,190 vehicles. The site is currently undeveloped and although rezoning of the subject property may result in additional vehicle counts, due to the size of the property and the limited uses that could be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts to the subject site or area.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: The subject property consists of one lot which is currently vacant. Any redevelopment of the property would be subject to review by the city's Development

Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have an any adverse impacts on the environment.

Adjacent Properties: The subject property is surrounded by residential uses to the west, south, and east. The property is directly bordered by a city bike/hike trail along the western and northern sides. To the north is the Northwest Arterial and across that are properties utilized for residential and commercial uses. The proposed rezoning would create a new OR district in the neighborhood and would change the zoning designation for the subject property only. The OR district would allow for additional uses beyond the current R-1 district such as higher density residential uses and low intensity commercial uses. The subject property is small generally and as such may not be conducive to some of those uses. Additionally, any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively impact adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from R-1 Single-Family Residential to OR Office Residential zoning district.

The subject property is an approximately .53-acre (23,086 square feet) lot located along 32nd Street, just south of the Northwest Arterial. The property has remained undeveloped although it has historically been used for agricultural uses and a garden for adjacent residential uses. The property is primarily flat.

The subject property is surrounded by residential uses to the west, south, and east. The property is directly bordered by a city bike/hike trail along the western and northern sides. To the north is the Northwest Arterial and across that are properties utilized for residential and commercial uses. The proposed rezoning would create a new OR district in the neighborhood and would change the zoning designation for the subject property only. The OR district would allow for additional uses beyond the current R-1 district such as higher density residential uses and low intensity commercial uses.

The Iowa Department of Transportation (IDOT) categorizes 32nd Street as a Minor Arterial. The most recent traffic counts are from 2013 and show an average annual daily count of 4,190 vehicles. The site is currently undeveloped and although rezoning of the subject property may result in additional vehicle counts, due to the size of the property and the uses that could be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts to the subject site or area.

The subject property would be adequately served by existing utilities in the area and public services and would be, regardless of the type of development on the site. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site

development. Therefore, the proposed rezoning is not anticipated to have an any adverse impacts on the environment.

The existing R-1 zoning district allows for nine (9) Principal Permitted Uses and the proposed OR zoning district allows for twenty (20) Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The five (5) uses highlighted in yellow are permitted in both zoning districts. A copy of the full summary of each zoning district is attached to this report.

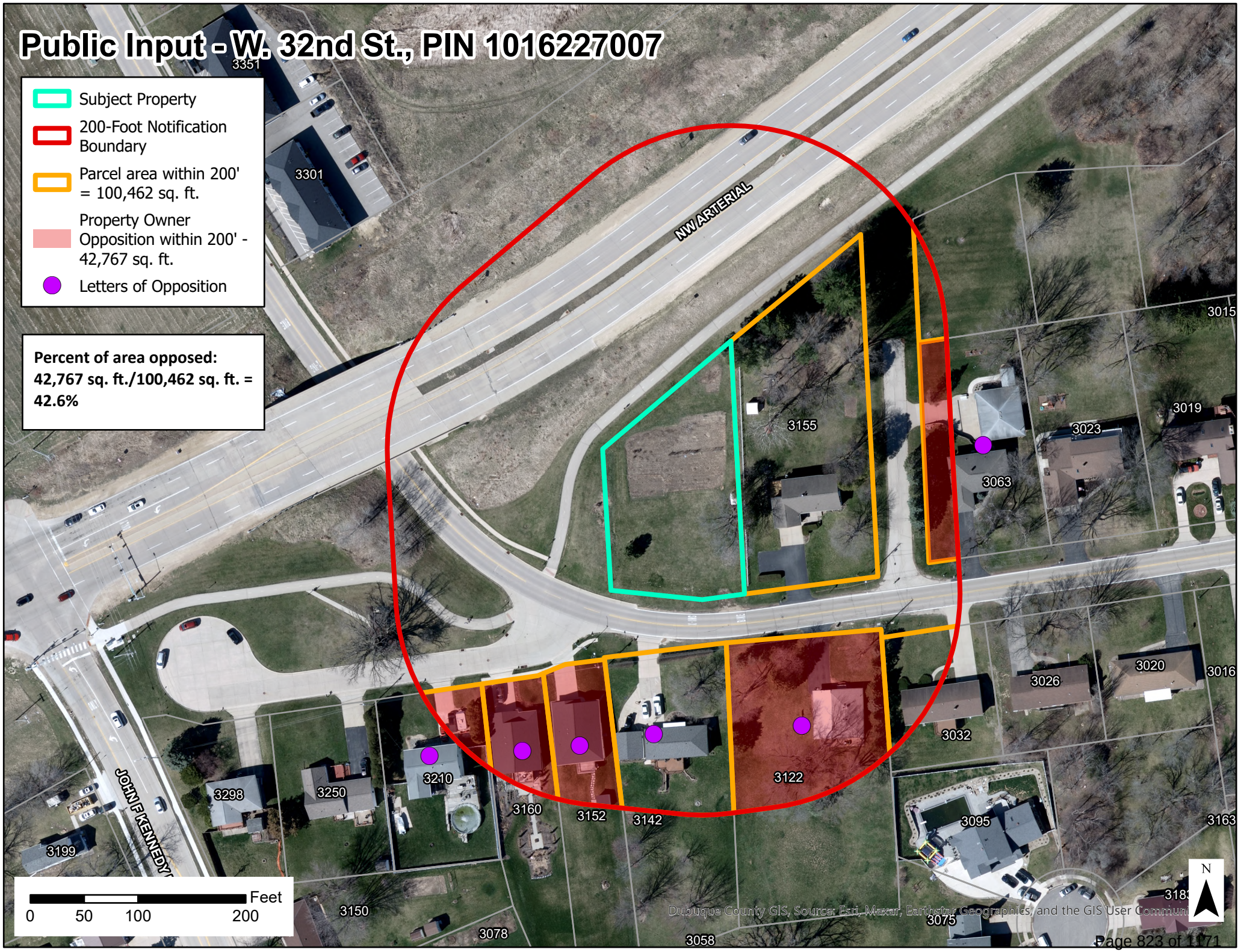
Principal Permitted Uses	
R-1 Zoning District	**OR Zoning District**
Cemetery, mausoleum, or columbarium.	Art gallery, museum, or library.
Community gardens.	Artist studio.
Golf course.	Community gardens.
Maternity group home.	General office.
Parks, public or private, & similar natural recreation areas	Hospice.
Place of religious exercise or assembly.	Housing for the elderly or persons with disabilities.
Public, private, or parochial school approved by state of Iowa (K-12).	Licensed childcare center.
Railroad or public or quasi-public utility, including substation.	Maternity group home.
Single-family detached dwelling.	Medical office.
	Mortuary or funeral home.
	Multi-family dwelling.
	Nursing or convalescent home.
	Parking structure.
	Place of religious exercise or assembly.
	Public, private, or parochial school approved by state of Iowa (K-12).
	Railroad or public or quasi-public utility, including substation.
	Registered child development home.
	School of private instruction.
	Single- or two-family dwelling within an existing structure only.
	Townhouse.

Approval of the proposed rezoning is not anticipated to substantially alter the fabric of the area. The subject property is fairly small is size and consequently scale of development on the subject site would be limited.

The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property area as Public Open Space.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by _____ Date: 7/31/2025


Public Input - W. 32nd St., PIN 1016227007
Subject Property
200-Foot Notification Boundary
Parcel area within 200' = 100,462 sq. ft.
Property Owner Opposition within 200' - 42,767 sq. ft.
Letters of Opposition
Percent of area opposed:
42,767 sq. ft./100,462 sq. ft. = 42.6%
NW ARTERIAL
JOHN F KENNEDY
3351
3301
3155
3063
3023
3019
3015
3020
3026
3016
3032
3122
3095
3163
3210
3298
3250
3160
3152
3142
3199
3150
3078
3058
3075
Feet
0
50
100
200
N
Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Commun

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) <u>object to any</u> change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL COMMENTS: No change!

Name(s) of Respondents: Daniel J. Dura

Resident Address: 3122 W 32nd St

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) <u>object to any</u> change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL
COMMENTS: We're Worried about ~~other~~ more traffic & no extra Parking. Want to Keep as Residential area.

Name(s) of Respondents: Kristina Turris

Ronald J Turris

Resident Address: 3142 W. 32nd St Dubuque IA 52001

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) <u>object to any</u> change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL COMMENTS: This should be considered spot zoning and needs to stay R-1

Name(s) of Respondents: Nicole Sacka

Resident Address: 3210 West 32nd St.

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) <u>object to any</u> change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL COMMENTS: See enclosed letter.

Name(s) of Respondents: Richard Voss

Genevieve E. Voss

Owner Resident Address: W. 32nd St



Richard Voss
3160 W. 32nd St.
Dubuque, IA 52001-1029

To: Zoning Advisory Commission
Concerning: West 32nd St pin 1016227007
From: Genevieve Voss, 3160 W 32nd St

My husband and I are against any change to zoning on W 32nd St.
We bought our home with intent of living in a neighborhood of single family dwellings, not a business outlet.
Your consent to this business request would be taking that type of community away from us.
We also feel there would be parking issues, not only for the neighborhood visitors, but bikers, walkers and city maintenance vehicles. There isn't much street parking, so a business, multifamily or apartments, would all

put stress on availability to park on roadside Vs driveways.

There should be room on that lot for 2 single family dwellings. In taxes, the city should have a good gain.

We aren't zoned for business and we hope you don't disrupt our neighborhood by changing the zoning code. I read that Dubuque is in need for single family dwellings. We would welcome a couple of single family homes to fill out our neighborhood.

Sincerely,

Richard & Genevieve Voss

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) <u>object to any</u> change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL COMMENTS: ⊕ Rezoning of a single parcel or a small area to a different zoning classification than the surrounding properties is the definition of "Spot Zoning". This application seems to be exactly that. No significant need nor public benefit is evidenced; and it serves as a starting point of zoning erosion into a long established R-1 neighborhood. We love our neighborhood. We chose our home based on this and other qualities.

⊕ We also believe that the Northwest Arterial serves as a logical line of demarcation: R-1 on SouthEast side and Other zones more commercial or business oriented and R-3/4 to the NorthWest Side.

⊕ Referring to the information found in Dubuque's Zoning Website Section 16-5-7 OR Office Residential the listings of Principal Permitted Uses, Conditional Uses and Accessory Uses seem "non-fit" for this location.

Name(s) of Respondents: Joan Marie Heitzman

Ronald C. Heitzman

Resident Address: 3152 W 32nd St.

August 4, 2025

To: Zoning Advisory Commission

Re: Public Hearing – Zoning Change Proposal

Proposal: To rezone property from R-1 Single Family Residential to OR Office Residential Zoning District

Property Location: West 32nd St. PIN 1016227007

As Residents in the neighborhood and adjacent to the proposed property,

I (We) object to any change in zoning designation other than the R-1 Single Family Residential as it now is designated.

ADDITIONAL COMMENTS: We would prefer to keep it R-1

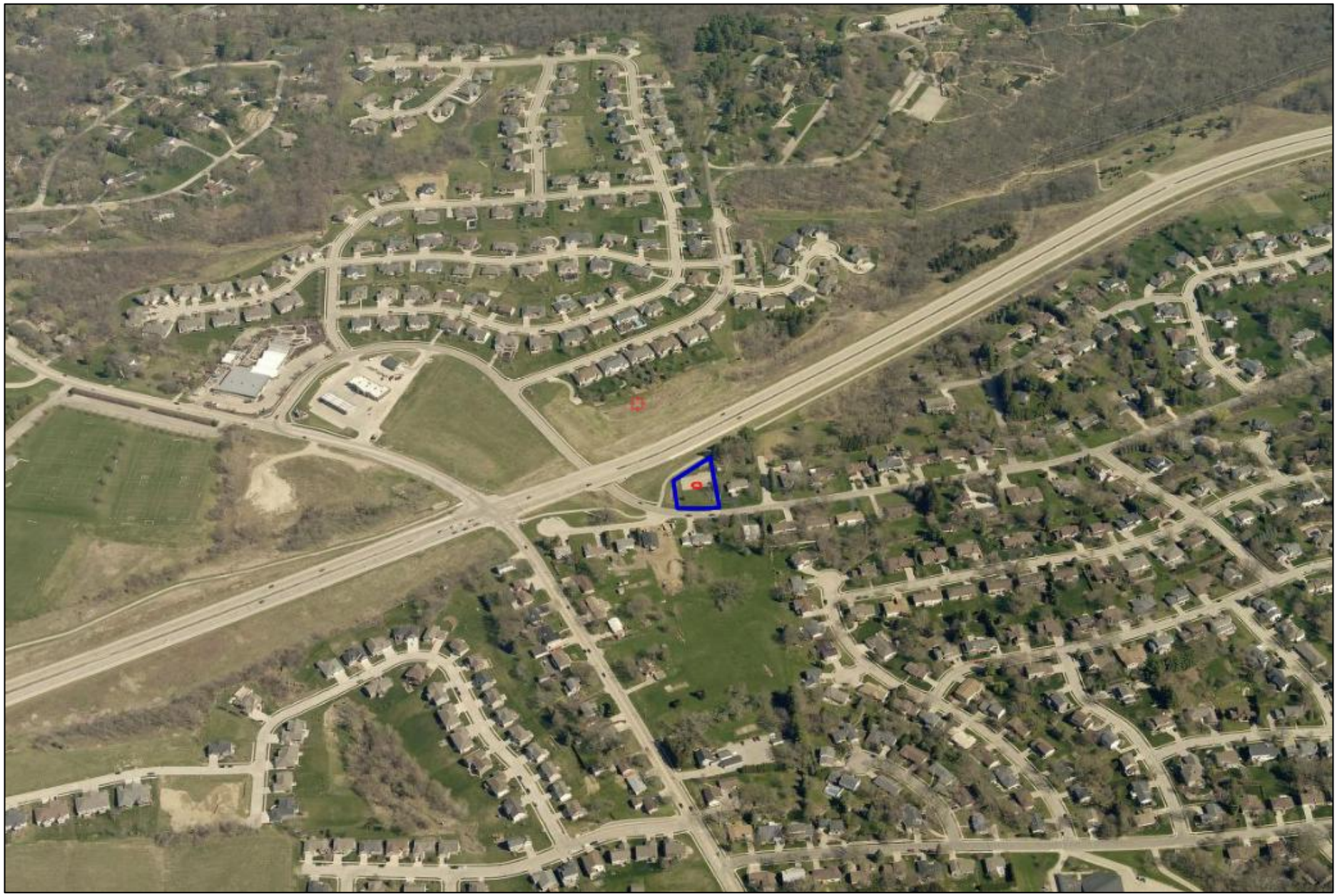
Name(s) of Respondents: Constance L. Klein

Resident Address: 3063 W. 32ND St.

32nd Street – PIN 1016227007
Rezoning Request



32nd Street – PIN 1016227007
Rezoning Request



Subject: Rezoning Application – Loeffelholz Lot

Dear

You may have recently received—or will soon receive—a notice from the City regarding a rezoning application for the Loeffelholz lot, located at the beginning of the bike/walking path. You may recognize this property as the site of a long-standing garden.

My name is Sherry Ehrlich. I currently have an accepted offer on this property, contingent upon its successful rezoning to **OR – Office/Residential**.

My daughter Ava and I are the owners of **Eleven | Eleven Realty**, a small, family-run real estate company. We are not affiliated with large franchises like ReMax, Exit, Keller Williams, Coldwell Banker, or Century 21. Our vision has always been to create a warm, welcoming office space that reflects our values and serves as a long-term home for our business.

This lot would be the perfect fit. We're excited about the possibility of building something that reflects who we are and what we do—something we can be proud of.

To provide full transparency: our offer was originally a backup. The primary offer was from a party seeking **R-4 Multi-Family Residential** zoning. We recently became the primary offer after that party asked for more time to prepare for the zoning meeting. If our **OR – Office/Residential** zoning request is denied, it's possible the original party may reapply for **R-4 Multi-Family Residential** zoning.

We're reaching out to share our vision and invite your support, should you have a preference. We believe that a small, owner-occupied office space—professional, low-impact, and thoughtfully designed—would be a more appropriate and beneficial fit for this location than high-density residential development.

Additionally, the existing **R-1 Single-Family Residential** zoning presents challenges due to the lot's location. With the bike/walking path running closely along two sides of the property, a future homeowner may have concerns about privacy and safety. In contrast, this unique setting would work well for a quiet office, offering visibility without intrusion.

Ava and I are committed to being respectful, thoughtful neighbors. We've waited many years for the right opportunity to build something of our own. This would be more than just an office—it would be a legacy project for our family and our future.

If you have any questions or would like to talk further, I would be happy to connect. My contact information is below.

Kind regards,

563-583-1111

Sherry@1111realty.house

16-5-2: R-1 SINGLE-FAMILY RESIDENTIAL:
The R-1 district is the most restrictive residential district and is intended to protect low density residential areas from the encroachment of incompatible uses. The principal use of land in this district is for low density single-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-2-1: PRINCIPAL PERMITTED USES:
The following uses are permitted in the R-1 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-2-2: CONDITIONAL USES:
The following conditional uses may be permitted in the R-1 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Keeping of horses or ponies.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014)

16-5-2-3: ACCESSORY USES:
The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-2-4: TEMPORARY USES:
Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-5: PARKING:
Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-2-7: BULK REGULATIONS:

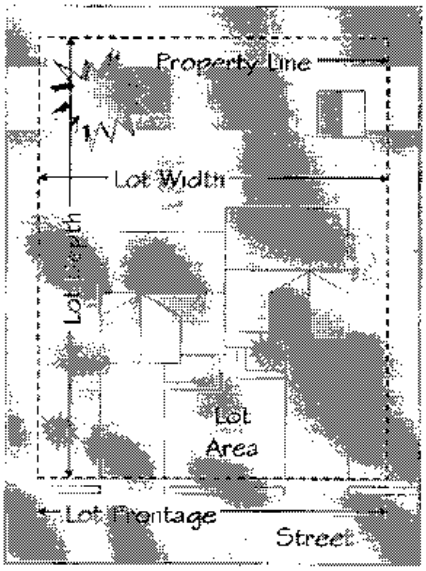
R-1 Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum[2]	Maximum			
Permitted uses:								
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	75 ft.[1]
Single-family detached dwelling	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	40%	20 ft.	50 ft.	6 ft.	20 ft.	30 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	40%	20 ft.	-	6 ft.	20 ft.	30 ft.
Mortuary, funeral home or crematorium	20,000 sq. ft.	100 ft.	40%	20 ft.	-	20 ft.	20 ft.	30 ft.

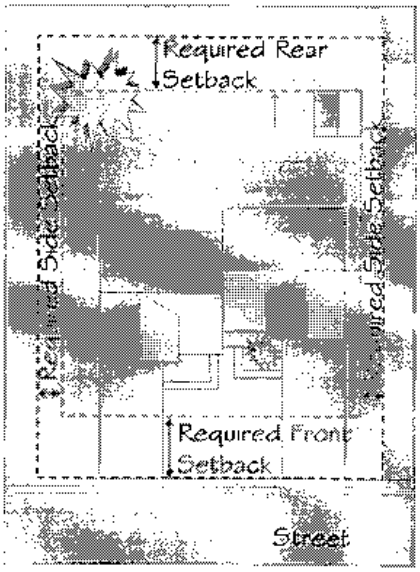
R-1 Residential | Minimum Lot Area | Minimum Lot Frontage | Maximum Lot Coverage (Lot Area) | Setbacks | Front | Minimum[2] | Maximum | Minimum Side | Minimum Rear | Maximum Height

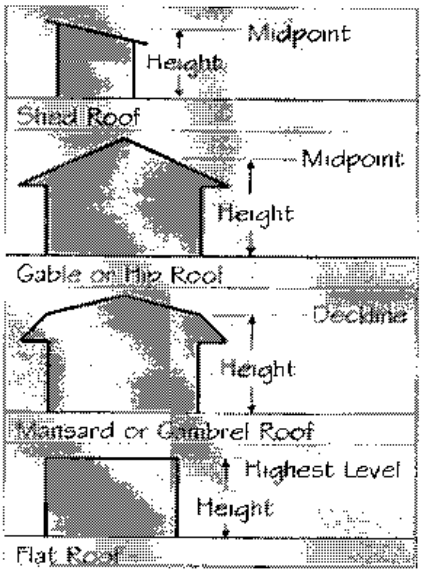
Notes:

1. May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.

2. See section 16-3-17 of this title for adjustment of minimum front yard setbacks.







(Ord. 52-09, 10-19-2009)

16-5-7: OR OFFICE RESIDENTIAL:
The OR district is intended to serve as a transition zone between commercial and single- and two-family residential areas permitting adaptive reuse of existing building stock, which will normally be residential in character. This OR district is not intended to have any application in undeveloped or newly developing areas of the city or on land made vacant through intentional demolition. Development standards remain flexible to allow conservation and reuse of existing buildings. This district should be located in areas abutting arterial and/or collector streets which are, because of location and trends, suitable for development of low intensity office uses, and high intensity residential uses. (Ord. 52-09, 10-19-2009)

16-5-7-1: PRINCIPAL PERMITTED USES:
The following uses are permitted in the OR district:

Art gallery, museum or library.

Artist studio.

Community gardens.

General office.

Hospice.

Housing for the elderly or persons with disabilities.

Licensed childcare center.

Maternity group home.

Medical office.

Mortuary or funeral home.

Multi-family dwelling.

Nursing or convalescent home.

Parking structure.

Place of religious exercise or religious assembly.

Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

School of private instruction.

Single- or two-family dwelling unit within an existing structure only.

Townhouse (2 or more laterally attached units). (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 19-20, 5-18-2020; Ord. 30-21, 9-20-2021; Ord. 49-23, 11-20-2024)

16-5-7-2: CONDITIONAL USES:
The following conditional uses are permitted in the OR district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Bed and breakfast inn.

Group home.

Licensed adult day services.

Off premises residential garage.

Off street parking.

Photographic studio.

Private club.

Rooming or boarding house.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 20-22, 5-20-2022)

16-5-7-3: ACCESSORY USES:
The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Crematorium accessory to a mortuary or funeral home.

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 54-15, 8-17-2015)

16-5-7-4: TEMPORARY USES:
Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-7-5: PARKING:
Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-7-6: SIGNS:
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

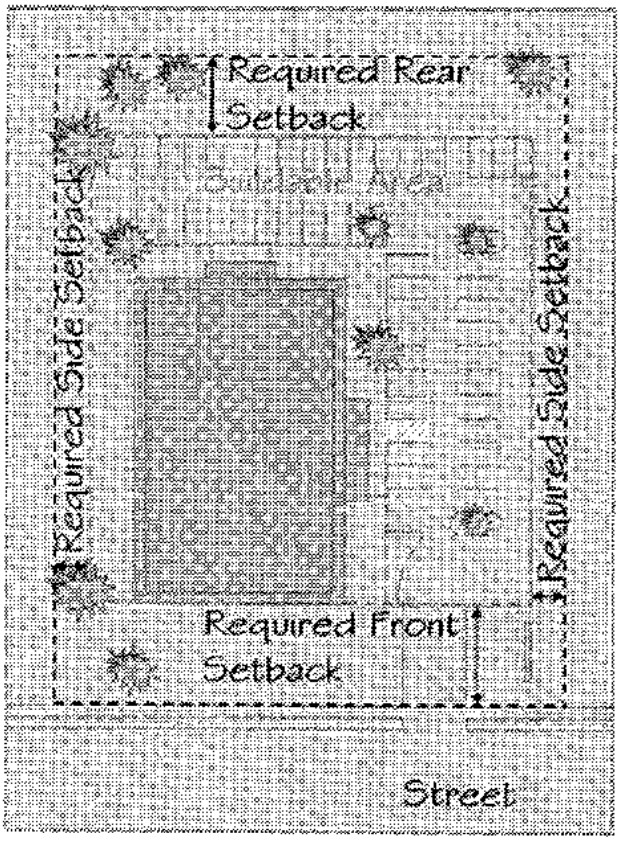
16-5-7-7: BULK REGULATIONS:

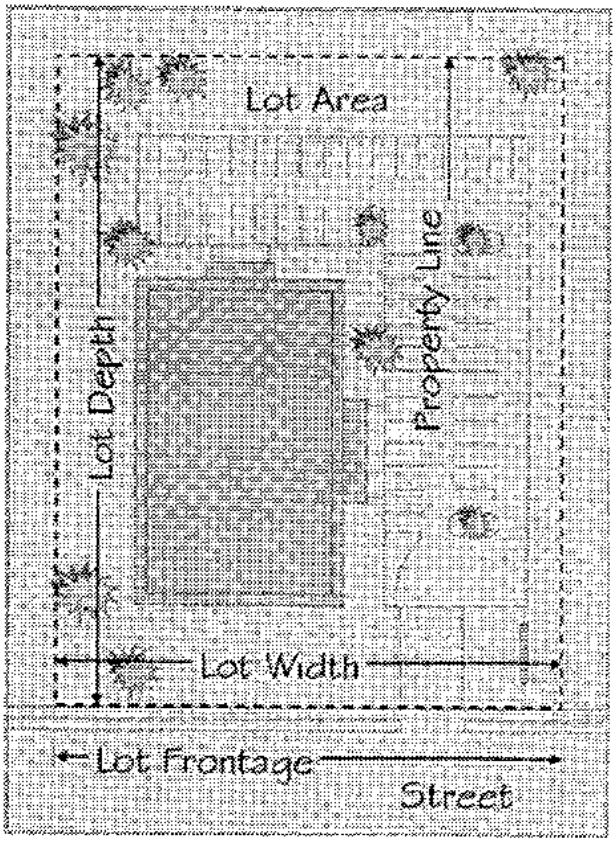
OR Office Residential	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side	Minimum Rear	
				Minimum	Maximum			
OR Office Residential	**Minimum Lot Area**	**Minimum Lot Frontage**	**Maximum Lot Coverage (Lot Area)**	**Setbacks**				**Maximum Height**
				Front		**Minimum Side**	**Minimum Rear**	
				Minimum	**Maximum**			
Permitted uses:								
General office	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Hospice	5,000 sq. ft.	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Housing for the elderly or disabled	10,000 sq. ft.	-	-	-	-	3 ft.[1]	10 ft.	40 ft.
Medical office	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Mortuary, funeral home	-	-	50%	20 ft.	-	3 ft.[1]	10 ft.	40 ft.
Multi-family dwelling	1,200 sq. ft./du	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Nursing or convalescent home	10,000 sq. ft.	100 ft.	50%	20 ft.	-	3 ft.[1]	10 ft.	40 ft.
Place of religious exercise or assembly, school	20,000 sq. ft.	100 ft.	50%	20 ft.	-	3 ft.	10 ft.	75 ft.[2]
Single-family detached dwelling	5,000 sq. ft.	50 ft.	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
Townhouse	1,200 sq. ft./du	16 ft./du	50%	20 ft.	-	3/0 ft.	10/0 ft.	40 ft.
Two-family dwelling	5,000 sq. ft.	50 ft.	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
All other permitted uses	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Conditional uses:								
Bed and breakfast home	5,000 sq. ft.	50 ft.	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
Bed and breakfast inn	-	-	50%	20 ft.	50 ft.	3 ft.	10 ft.	40 ft.
Group home	5,000 sq. ft.	50 ft.	50%	-	-	3 ft.	10 ft.	40 ft.
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Off premises residential garage	-	-	50%	20 ft.	-	3 ft.	10 ft.	15 ft.
Photographic studio	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Private club	-	-	50%	20 ft.	-	3 ft.	10 ft.	40 ft.
Rooming or boarding house	5,000 sq. ft.	50 ft.	50%	20 ft.	-	3 ft.	10 ft.	40 ft.

Notes:

1. When abutting a residential district, a 6 foot side setback is required.

2. May be erected to a height not exceeding 75 feet; provided, that such buildings shall provide at least 1 additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.





(Ord. 52-09, 10-19-2009)

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

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 3185 WEST 32ND STREET (PIN 1016227007) FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO OR OFFICE RESIDENTIAL DISTRICT WITH CONDITIONS AS ESTABLISHED IN THE ATTACHED MEMORANDUM OF AGREEMENT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-1 Single-Family Residential District to ORc Office Residential District with conditions, to wit:

Balance of Lot 2 of Lot 1 of Lot 4, and Lot 2 of Lot 1 of Lot 7, of the North East ¼ of Section 16, Township 89 North, Range 2 East of the 5th P.M., and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5 (2024), and as an express condition of rezoning of the property located at 3185 West 32nd Street (PIN 1016227000) and legally described as:

> Balance of Lot 2 of Lot 1 of Lot 4, and Lot 2 of Lot 1 of Lot 7, of the North East ¼ of Section 16, Township 89 North, Range 2 East of the 5th P.M., and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

which is the subject of Ordinance No. _____- 25, a copy of which is attached hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

A) Conditions:

1) The Principal Permitted Uses shall be limited to the following:
   a. General Office.
   b. Single-family residential within an existing structure only.

B) Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the R-1 Single-Family Residential District if the property owner fails to complete any of the conditions or provisions of this Agreement.

C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.

D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval within ten (10) days of the adoption of Ordinance No. _____- 25.

E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.

F) This Agreement shall be binding upon the undersigned and his/her heirs, successors and assignees.

ACCEPTANCE OF ORDINANCE NO. - 25

I, Earlyn Loeffelholz, property owner, having read the terms and conditions of the foregoing Ordinance No. _____ - 25 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this _____ day of _____ 2025.

By: _____
Earlyn Loeffelholz

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 20___, before me, a Notary Public in and for said state, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

_____
Notary Public in the State of Iowa

My Commission expires:_____

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5 (2024), and as an express condition of rezoning of the property located at 3185 West 32nd Street (PIN 1016227000) and legally described as:

> Balance of Lot 2 of Lot 1 of Lot 4, and Lot 2 of Lot 1 of Lot 7, of the North East ¼ of Section 16, Township 89 North, Range 2 East of the 5th P.M., and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

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C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.

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F) This Agreement shall be binding upon the undersigned and his/her heirs, successors and assignees.

ACCEPTANCE OF ORDINANCE NO. - 25

I, Earlyn Loeffelholz, property owner, having read the terms and conditions of the foregoing Ordinance No. _____ - 25 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 10 day of September 2025.

By: Earlyn Loeffelholz
Earlyn Loeffelholz

State of Iowa)
) **ss:**
County of Dubuque)

On this 10th day of September 20 25 before me, a Notary Public in and for said state, personally appeared Earlyn Loeffelholz to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Tracy R. Blume
Notary Public in the State of Iowa

My Commission expires: 06/04/27

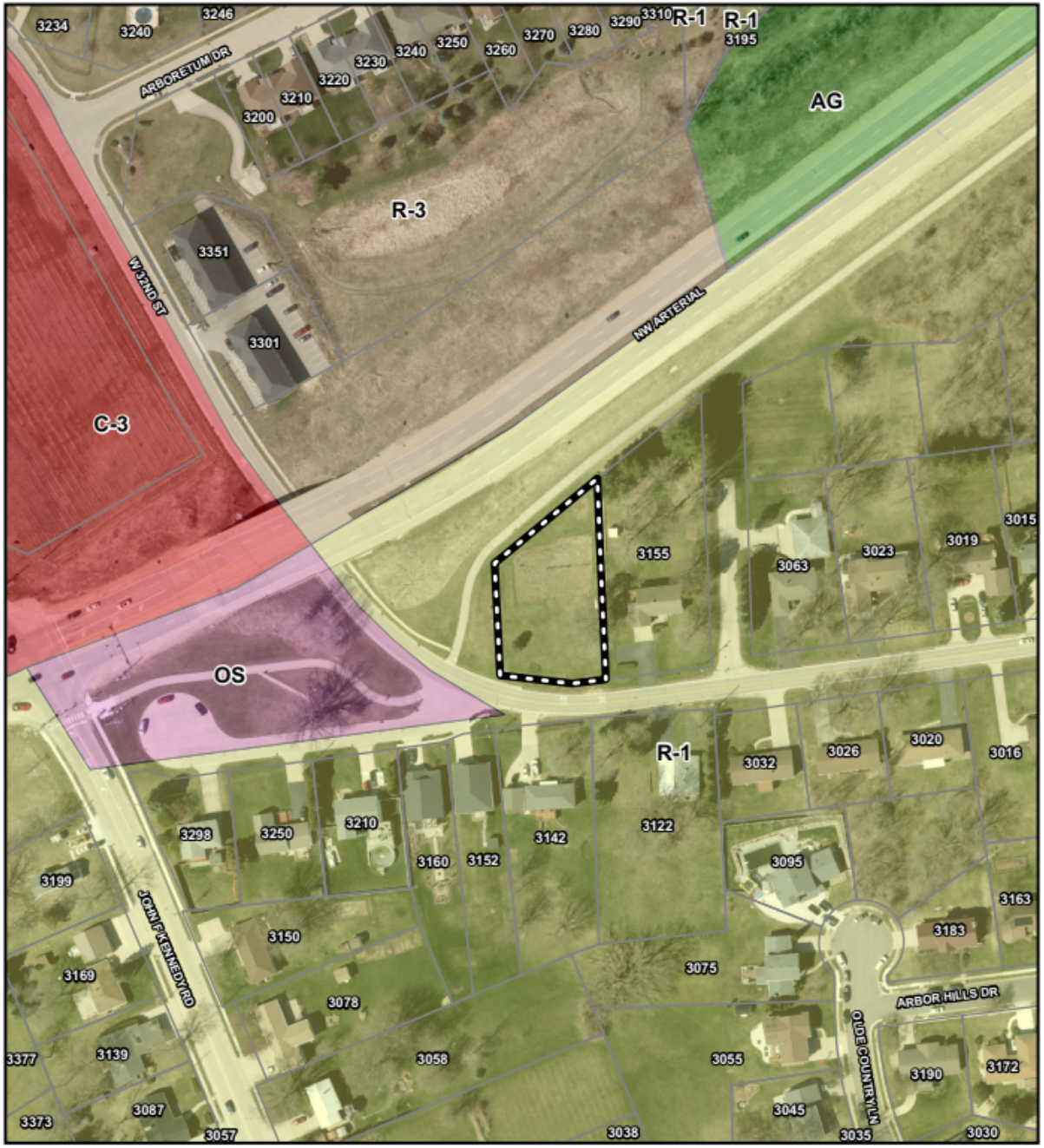
NOTARIAL SEAL IOWA
TRACY RENEE BLUME
Commission Number 832378
My Commission Expires
06/04/27

West 32nd Street (PIN 1016227007)

To rezone portion of property from R-1 Single-Family Residential to ORc Office Residential with conditions.

Presentation to City Council

September 15, 2025



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Vicinity Map



Applicant: Sherry Ehrlich

Location: West 32nd Street – PIN 1016227007

Type: Rezoning

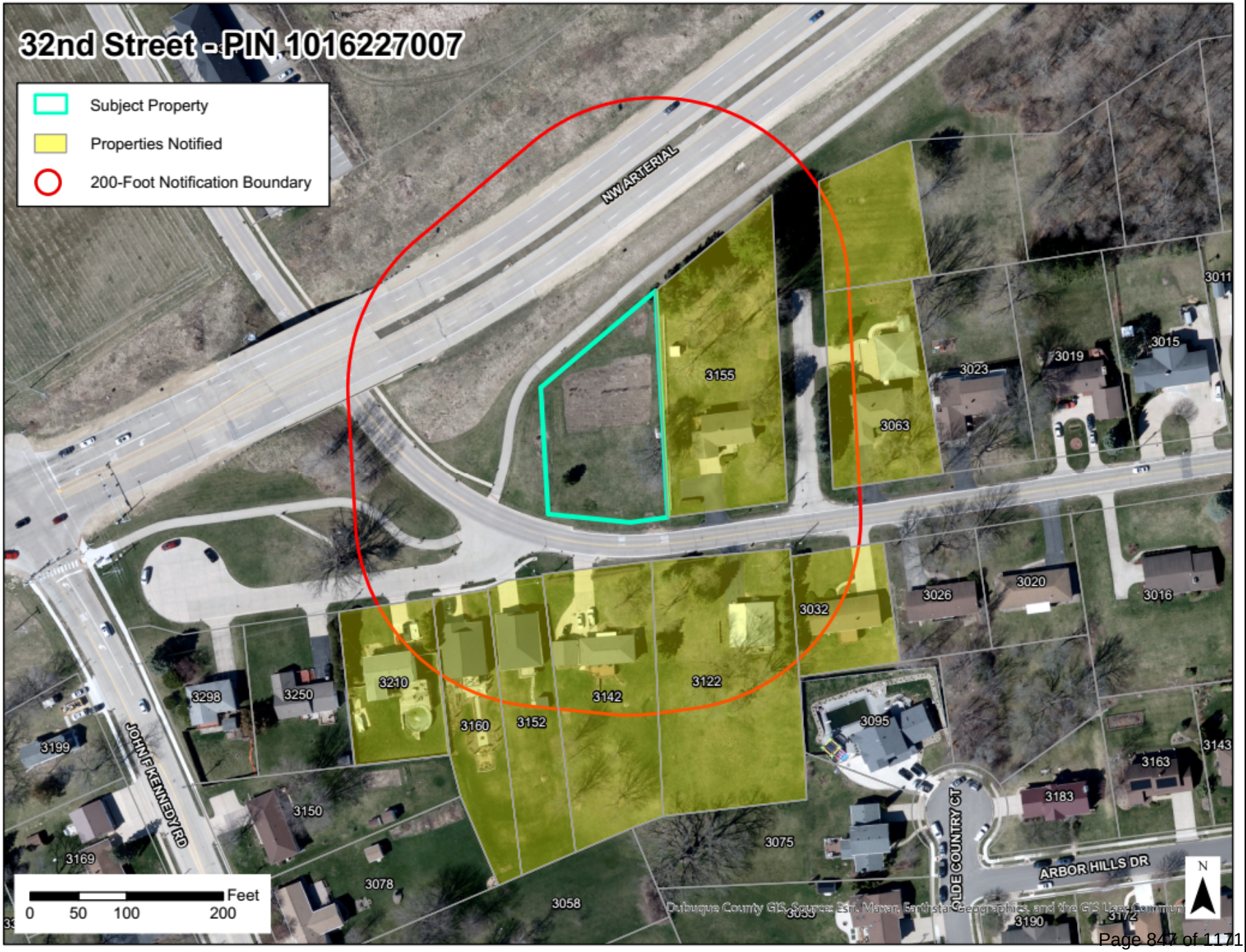
Description: To rezone property from R-1 Single-Family Residential to ORc Office Residential with conditions.

Subject Property

0 62.5 125 250
Feet

N

1:2,000


32nd Street - PIN 1016227007
Subject Property
Properties Notified
200-Foot Notification Boundary
NW ARTERIAL
JOHN F KENNEDY RD
CLDE COUNTRY CT
ARBOR HILLS DR
3155
3063
3023
3019
3015
3011
3032
3026
3020
3016
3210
3298
3250
3142
3122
3160
3152
3095
3199
3143
3163
3183
3150
3075
3169
3078
3058
3190
3172
Feet
0 50 100 200
N

Review History

- Zoning Advisory Commission 8/6/2025
  - Request to rezone to OR Office Residential
  - ZAC voted 0-5 to deny the request

- City Council 8/18/2025
  - Applicant requested to remand the review back to the ZAC
    - Request a conditional rezoning
    - Share site layout options
    - Provide additional market data and site information
  - Council voted to remand the request back to the ZAC

- Zoning Advisory Commission 9/3/2025
  - Request to rezone to ORc Office Residential with conditions
  - ZAC voted 4-0-1 in favor of the request

Project Site

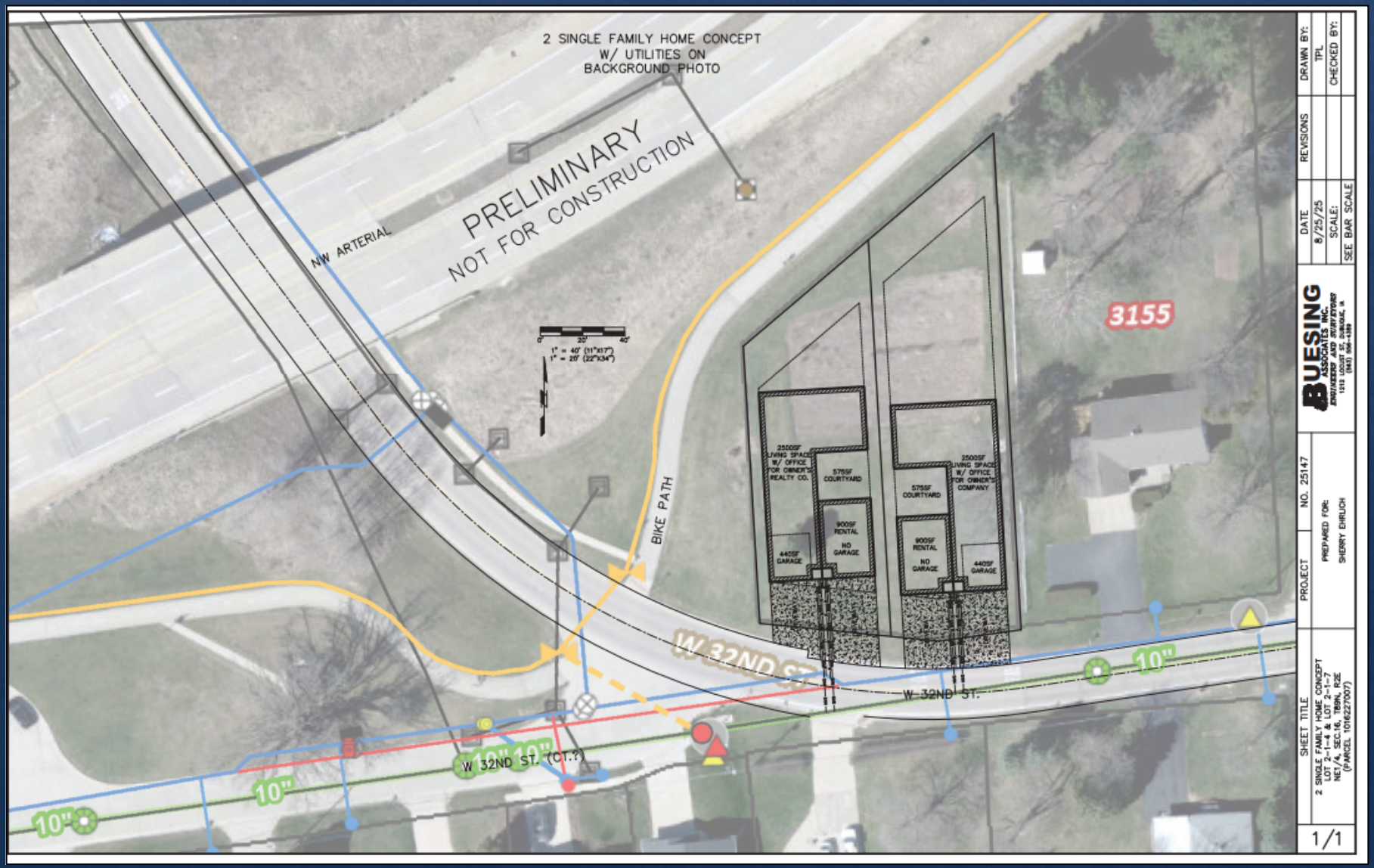
- Property & Zoning History:
  - Single-Family Residential
- Project Site:
  - .53 acres/23,086 sq. ft
  - 32nd Street, just south of NW Arterial
  - Site is undeveloped/vacant
- Adjacent Land Use:
  - North – Residential (R-3) & NW Arterial
  - East – Residential (R-1)
  - South – Residential (R-1)
  - West – NW Arterial ROW (OS) & Residential (R-1)
- Adjacent Properties:
  - Single-family residential uses to the west, south, and east.
  - NW Arterial to the north
  - R-3 and C-3 across the NW Arterial
- Traffic Patterns/Counts:
  - W. 32 is a classified as a Minor Arterial – 4,190 average annual daily vehicle trips (2013)
  - Northwest Arterial is classified as a Major Arterial – 11,800 average daily vehicle trips (2021)

R-1 vs ORc Permitted Uses

Principal Permitted Uses	
R-1 Zoning District	**ORc Zoning District**
Cemetery, mausoleum, or columbarium.	~~Art gallery, museum, or library.~~
Community gardens.	~~Artist studio.~~
Golf course.	~~Community gardens.~~
Maternity group home.	General office.
Parks, public or private, & similar natural recreation areas	~~Hospice.~~
Place of religious exercise or assembly.	~~Housing for the elderly or persons with disabilities.~~
Public, private, or parochial school approved by state of Iowa (K-12).	~~Licensed childcare center.~~
Railroad or public or quasi-public utility, including substation.	~~Maternity group home.~~
Single-family detached dwelling.	~~Medical office.~~
	~~Mortuary or funeral home.~~
	~~Multi-family dwelling.~~
	~~Nursing or convalescent home.~~
	~~Parking structure.~~
	~~Place of religious exercise or assembly.~~
	~~Public, private, or parochial school approved by state of Iowa (K-12).~~
	~~Railroad or public or quasi-public utility, including substation.~~
	~~Registered child development home.~~
	~~School of private instruction.~~
	Single- ~~or two-~~family dwelling within an existing structure only.
	~~Townhouse.~~

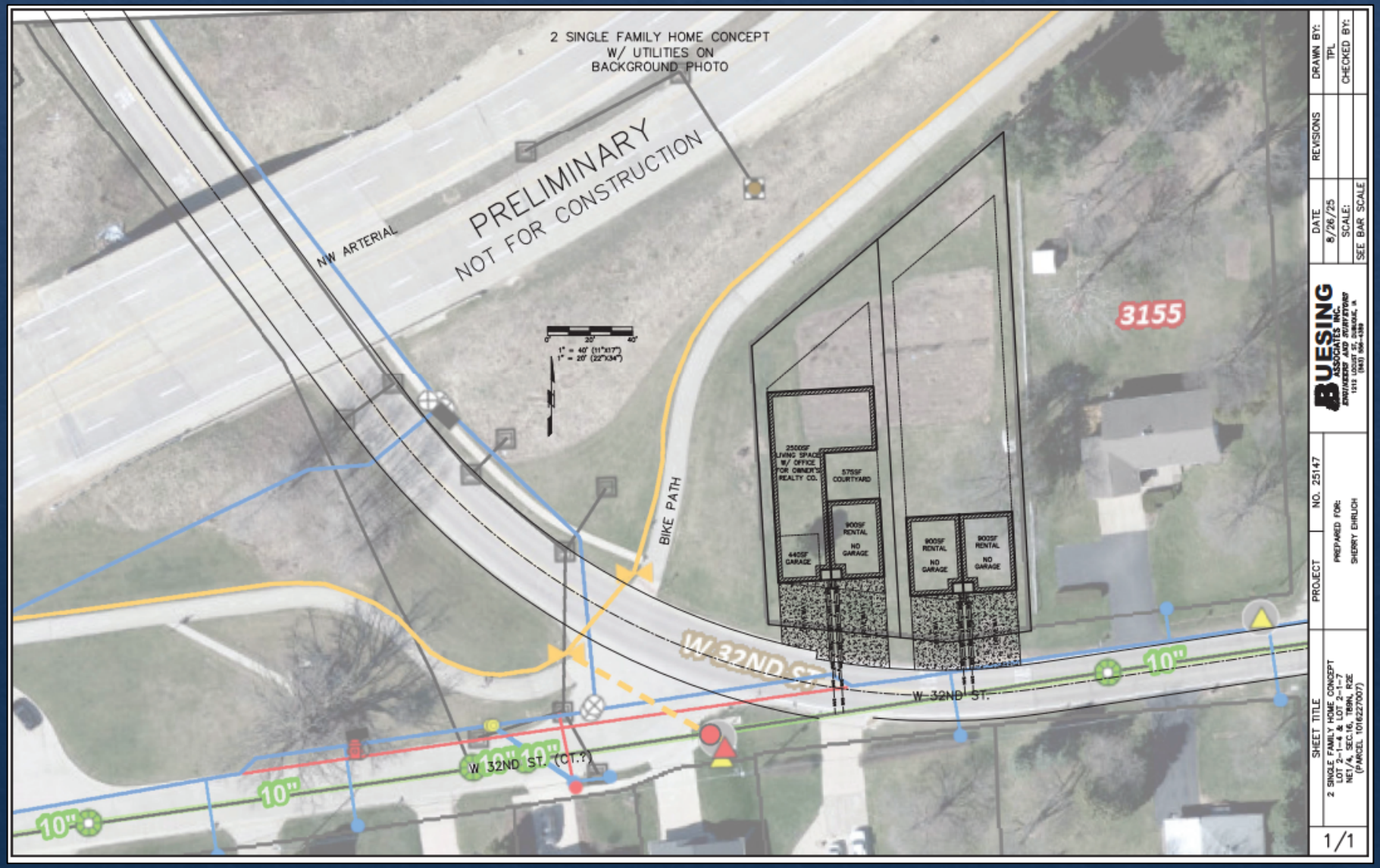
Site Exhibit

Single-family residences with accessory dwelling units



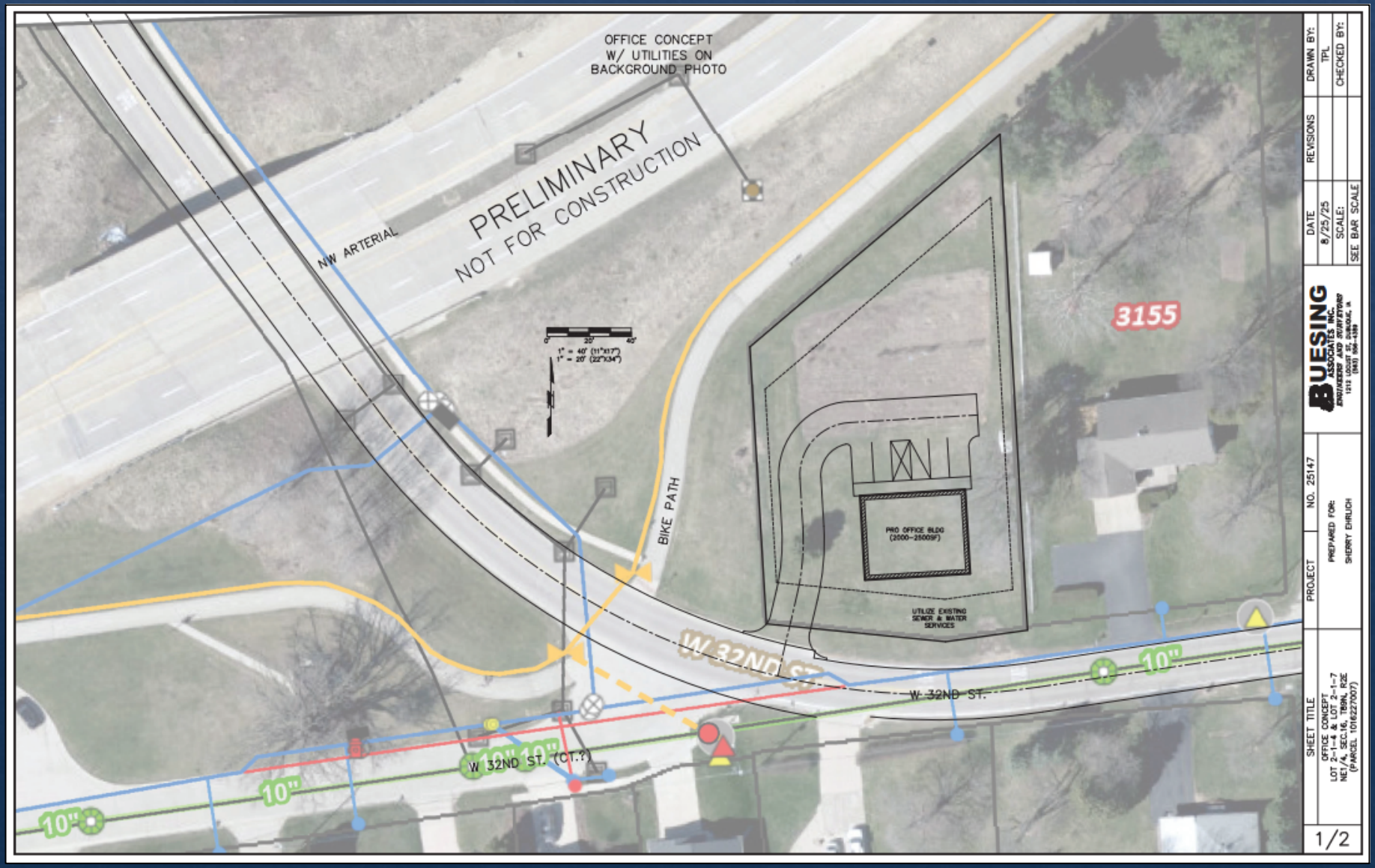
Site Exhibit

Alternate single-family residences with accessory dwelling units



Site Exhibit

General office building



Public Input

Public input provided for ORc request:

- Letter of Support for site layout option A (general office) – Kristina & Ronald Turnis (3142 W 32nd St)
- Letter of Support for site layout option A (general office) – Joan & Ronald Heitzman (3152 W 32nd St)

NOTE: The state law allows conditions to be placed on rezonings provided the property owner agrees to conditions in writing prior to the public hearing. The property owner has signed the attached memorandum of agreement agreeing to those conditions.

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5 (2024), and as an express condition of rezoning of the property located at 3185 West 32nd Street (PIN 1016227000) and legally described as:

> Balance of Lot 2 of Lot 1 of Lot 4, and Lot 2 of Lot 1 of Lot 7, of the North East ¼ of Section 16, Township 89 North, Range 2 East of the 5th P.M., and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

which is the subject of Ordinance No. _____- 25, a copy of which is attached hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

A) Conditions:

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   a. General Office.
   b. Single-family residential within an existing structure only.

B) Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the R-1 Single-Family Residential District if the property owner fails to complete any of the conditions or provisions of this Agreement.

C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.

D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval within ten (10) days of the adoption of Ordinance No. _____- 25.

E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.

F) This Agreement shall be binding upon the undersigned and his/her heirs, successors and assignees.

Zoning Advisory Commission Recommendation

By a vote of 4 to 0 with one abstention, the Commission recommends that the City Council approve the request with conditions.

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

QUESTIONS?

Copyrighted
September 15, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Request to Rezone Property at the Northwest Corner of Key Way Drive and Keystone Drive
SUMMARY:	Proof of publication on notice of public hearing to consider a request from Gregory Williams to rezone property located at the northwest corner of Keystone Drive and Key Way Drive (PIN 1021408022) from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district, and Zoning Advisory Commission recommending approval. **ORDINANCE** Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At The Northwest Corner Of The Intersection Of Keystone Drive And Key Way Drive (PIN 1016227007) From R-2 Two-Family Residential District To R-3 Moderate Density Multi-Family Residential District
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to CC
2. Application
3. Vicinity Map
4. Notification Map
5. Public Input
6. Imagery
7. Staff Report
8. R-2 Zoning Regulations
9. R-3 Zoning Regulations
10. Ordinance

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

September 9, 2025

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

Applicant: Gregory Williams
Location: Northwest corner of Keystone Drive and Key Way Drive (PIN 1021408022)
Description: To rezone property from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Dear Mayor and City Council Members:

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

Discussion

Gregory Williams, 1650 Drexel Avenue, spoke on behalf of his request. He stated he is seeking to build a four-unit apartment similar to others on Key Way and intends to be one of the tenants. He described the plans, including a parking lot for tenants, a garage for himself, and slab construction for the building. He stated the apartments would provide rental income. He noted the required setbacks take up significant site area and that the property is close to utilities. He stated he may keep the trees and has spoken with his neighbor at 1899 Key Way about the project. He addressed concerns raised by Randy Williams, owner of the apartment building to the north, regarding parking arrangements and headlights, and stated he could install shrubs or a fence. He stated he hopes to install solar panels over the parking areas. He stated there are similar apartments nearby. He stated the lot has been vacant and this development could add affordable units. He acknowledged traffic during school hours and stated he may consider removing or trimming a tree to improve visibility and may remove the fence around the property.

The Commission sought clarification as to why the lot has been assigned an address on the city maps. Staff clarified that the subject lot and the adjacent lot to the west previously operated at on property for Pooh's Corner Day Care. The adjacent lot has since been converted to residential units, and the subject lot has remained vacant. Staff stated that the subject lot would be assigned a new address if it is redeveloped.

Raechel Cole, 1896 Key Way Drive, opposed the request stating she is concerned about the aesthetics of the neighborhood with a big four-plex. She said the apartments up the street have a history of police calls and not being maintained, and that she is concerned

this would be the case with the proposed four-plex. She said she was concerned about parking and traffic safety. She worried that this would diminish property values.

Mark Hoppmann, 1899 Key Way Drive, acknowledged that Mr. Williams did speak with him. He opposed the request, saying the building would be an eye sore where there has been a nice open vacant lot. He expressed concern about traffic and additional curb cuts. He said he was glad that the other apartments are confined elsewhere.

Mr. Williams responded by saying that he plans to live in the building, so he will have good tenants and manage it well. He responded that the parking and traffic generated by the development shouldn't be significant. He described how far the building would be from the street due to the property line and setbacks. He said he's open to a "no parking" section along the street.

Staff detailed the staff report and described the property history and characteristics, and the surrounding neighborhood. Staff described traffic, utilities, and the development review process. Staff described the proposed four-plex the applicant intends to construct. Staff reviewed the permitted uses in the R-2 and R-3 zoning districts and identified the comprehensive plan goals related to this type of development.

The Commission inquired about the neighboring property uses, and Staff replied there's a duplex to the west and the Dubuque Community Church to the east. The Commission asked how many stories the building would be, and Mr. Williams replied that it would be a two-story building with two units on each floor. Staff said the project has gone through a conceptual review with the Development Review Team and identified various site design requirements that need to be met including landscaping requirements and site access locations.

The Commission noted that this is a three-way stop intersection, so visibility shouldn't be an issue. One Commissioner stated that it looks like it fits in, and the creek provides a buffer, but that they were on the fence about how to vote.

The Commission referred to the paragraph about the comprehensive plan goals, which promote infill such as this. They said there are a lot of multi-family in the area and the site will have two accesses, no one will be backing out of the driveway onto the street. The Commission discussed how the lot could be subdivided into two lots allowing for two duplexes.

Recommendation

By a vote of 5 to 1, the Zoning Advisory Commission recommends that the City Council approve the request.

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

Respectfully submitted,



Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments
cc: Gregory Williams, 650 Drexel Avenue, Dubuque, IA

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

APPLICATION FORM

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

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

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

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

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

A. Property Information

Site Location/Address: Northwest corner of Keyway and Keystone

Legal Description/Parcel ID#/Subdivision: Parcel ID 1021408022

Existing Zoning: R-2 Proposed Zoning: R-3 Site Area (square feet/acres): 10,796 SF

Historic District: _____ Landmark: ☐ Yes ☒ No

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

Propose building an owner occupied, four unit, two story apartment building within the parcel. It would be similar to the apartments on Keyway between Hillcrest and Keymeer. This would add assessed value to the property that has been empty for several years. See attached concept plan.

C. Applicant/Agent Information

Name: Gregory Williams Phone: 563-543-0973

Address: 1650 Drexel Ave City: Dubuque

State: IA Zip: 52001 Email: greg.williams1975@gmail.com

D. Property Owner(s) Information

Name(s): Gregory Williams Phone: 563-543-0973

Address: 1650 Drexel Ave City: Dubuque

State: IA Zip: 52001 Email: greg.williams1975@gmail.com

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

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

Applicant/Agent: _____ Date: _____

Property Owner(s): Gregory Williams Date: Aug 11, 2025

FOR OFFICE USE ONLY

Fee $ 703 Ck# 1874 ☐CC ☐Cash Received by _____ Date 8-11-25

Pooh's Corner Preferred Plan\ Updated: July 23, 2025\ Project Type: New Apartment Construction\ Location: Parcel 1021408022 – Corner of Keyway and Keystone

---

1. Project Overview

This project proposes the construction of a four-unit apartment building at the corner of Keyway and Keystone. One unit will be owner-occupied, while the remaining three will be rental units. The property must be rezoned from Residential (R-2) to Multi-Family Residential (R-3).

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2. Property Description

Lot Dimensions (Parcel 1021408022):

- South: 72.26 ft (Keystone)
- North: 68.73 ft
- East: 153.00 ft (Keyway)
- West: 153.29 ft

Buildable Area (after setbacks):

- South: 46.0 ft
- North: 42.0 ft
- East: 126.0 ft
- West: 125.67 ft

---

3. Zoning and Utility Requirements (City of Dubuque)

- Rezone property from R-2 to R-3 zoning classification
- Request two driveway curb cutouts
- Install one water and sewer tap with separate water meters for each unit
- Prefer tap location on Keystone (requires confirmation of existing utility lines)

---

4. Building Layout & Units

Total Proposed Building Footprint: 55 ft x 41.75 ft

Unit 1 – Owner Occupied:

- 964 sq ft
- 2 bedrooms, 2 bathrooms
- 2-car garage (42 ft x 24 ft)
- Fully solar-powered

Units 2 – 4 – Rental Units:

- 964 sq ft each
- 2 bedrooms, 2 bathrooms
- Off-street parking provided

---

5. Parking & Driveway

- Maximize paved parking lot north of building: 42 ft x 41 ft (blacktop)
- Two-car driveway leading to garage: 20 ft x 20 ft (concrete)
- Estimated 11 ft from property line to city street to accommodate driveway and curb cutouts
- Total parking spaces will comply with R-3 requirements

---

6. Solar Power Plan

- Solar panels will be installed on the roof of the garage
- Possible installation of a solar canopy above parking lot
- Goal is to offset electricity usage for the owner unit and potentially common areas

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7. Construction Notes & Design Revisions

- Current building design: 55 ft x 37.75 ft
- Proposed revision: Add 4 ft depth, new size: 55 ft x 41.75 ft
- Purpose: Increase kitchen/living room space and reduce stair steepness
- Stairway to be enclosed for safety and insulation
- Explore creating hallway storage upstairs and storage under stairs

---

8. Floor Plan Access

Online Floor Plan:\ View Shared Floor Plan

Prepared by: Greg Williams\ **Project Name:** Pooh's Corner

Concept plan
Parcel 1021408022
Lot 2 Pooh's Corner
R-2 to R-3

Per Property Records

North Side	East Side	South Side	West Side	Area
68.73 ft	153.00 ft	72.26 ft	153.29 ft	10,796 sq ft

Concept drawing

North Side	East Side	South Side	West Side	Area
68.00 ft	153.00 ft	72.00 ft	152.67 ft	10,699 sq ft

Setbacks

North Side	East Side	South Side	West Side
7.00 ft	20.00 ft	20.00 ft	6.00 ft

Buildable area - dashed line

North Side	East Side	South Side	West Side	Area
42.0 ft	126.00 ft	46.00 ft	125.67 ft	7,835 sq ft

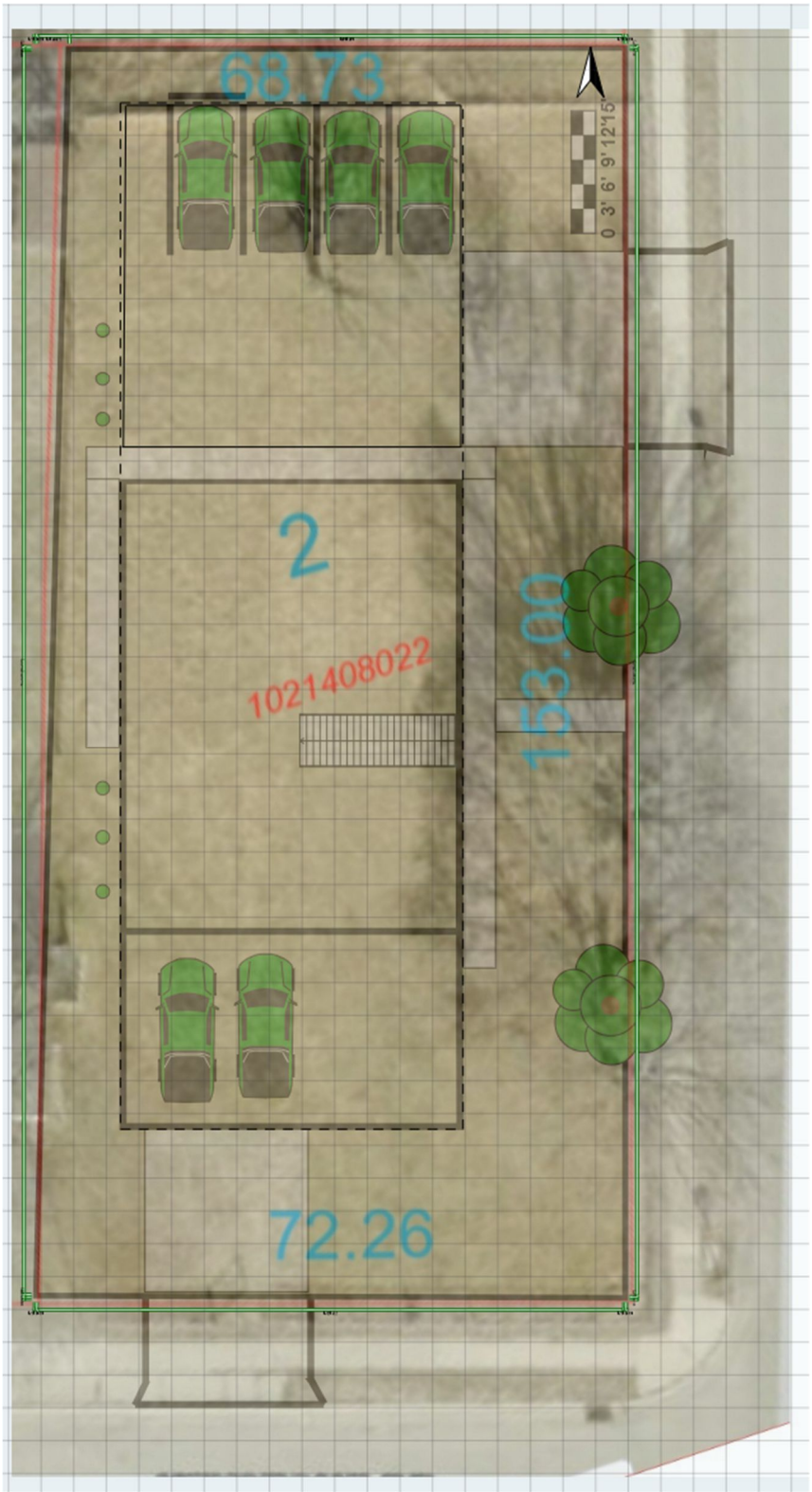
		Coverage
Apartment building 55.00 feet long by 42.00 feet deep	2310	21.59%
Garage on South side of building 42.00 feet long by 24.00 feet deep Would like to install on top of the garage roof	1008	9.42%
Garage driveway 20.00 feet by 20.00 feet		31.01%

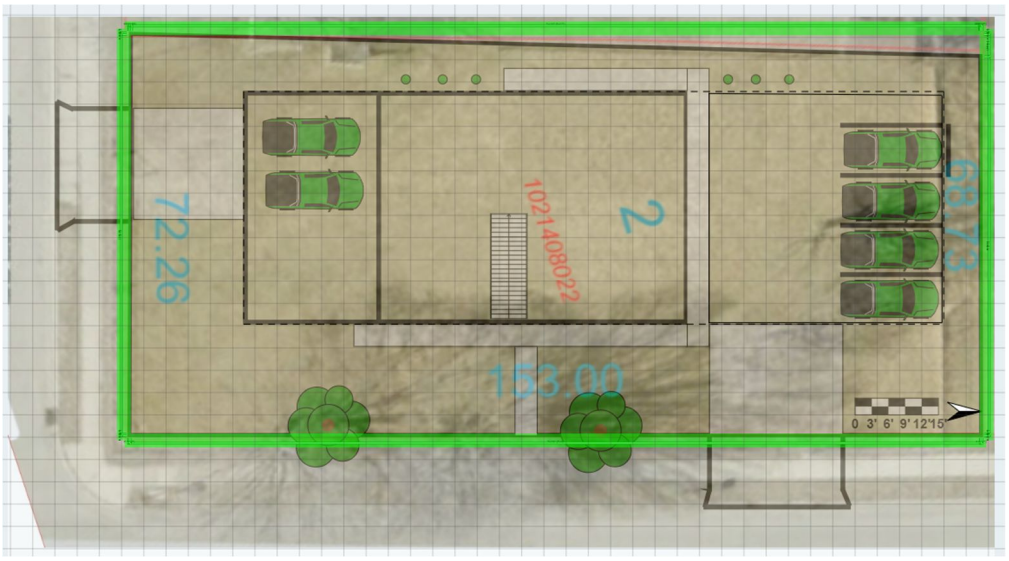
Parking lot
42.00 feet wide by 41.00 feet long
spaces are 18.00 feet long by 9.00 feet wide

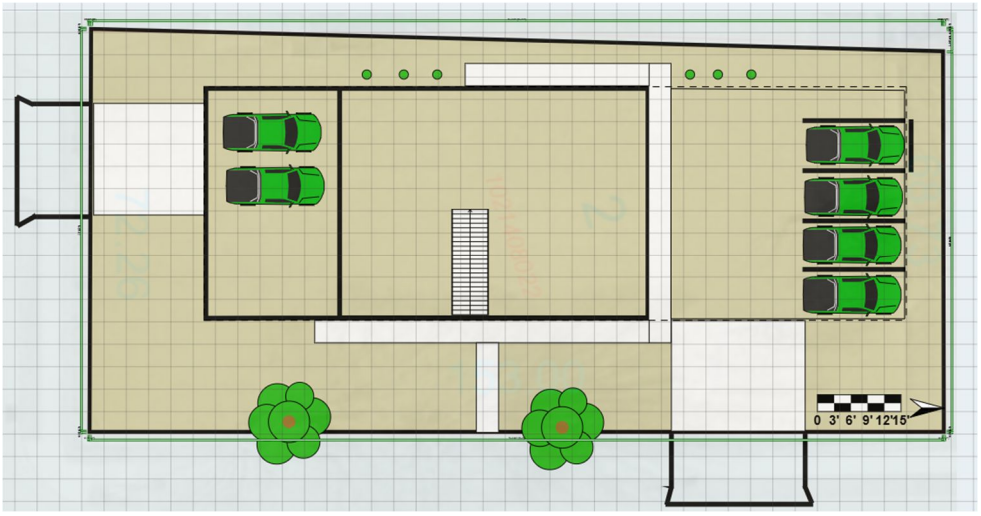
Parking lot driveway
24.00 feet wide by 20.00 feet long

Sidewalks
West side of building
4.00 feet by 33.00 feet
North side of building
4.00 feet by 50.00 feet
East side of building
4.00 feet by 60.00 feet
Building to street
4.00 feet by 16.00 feet

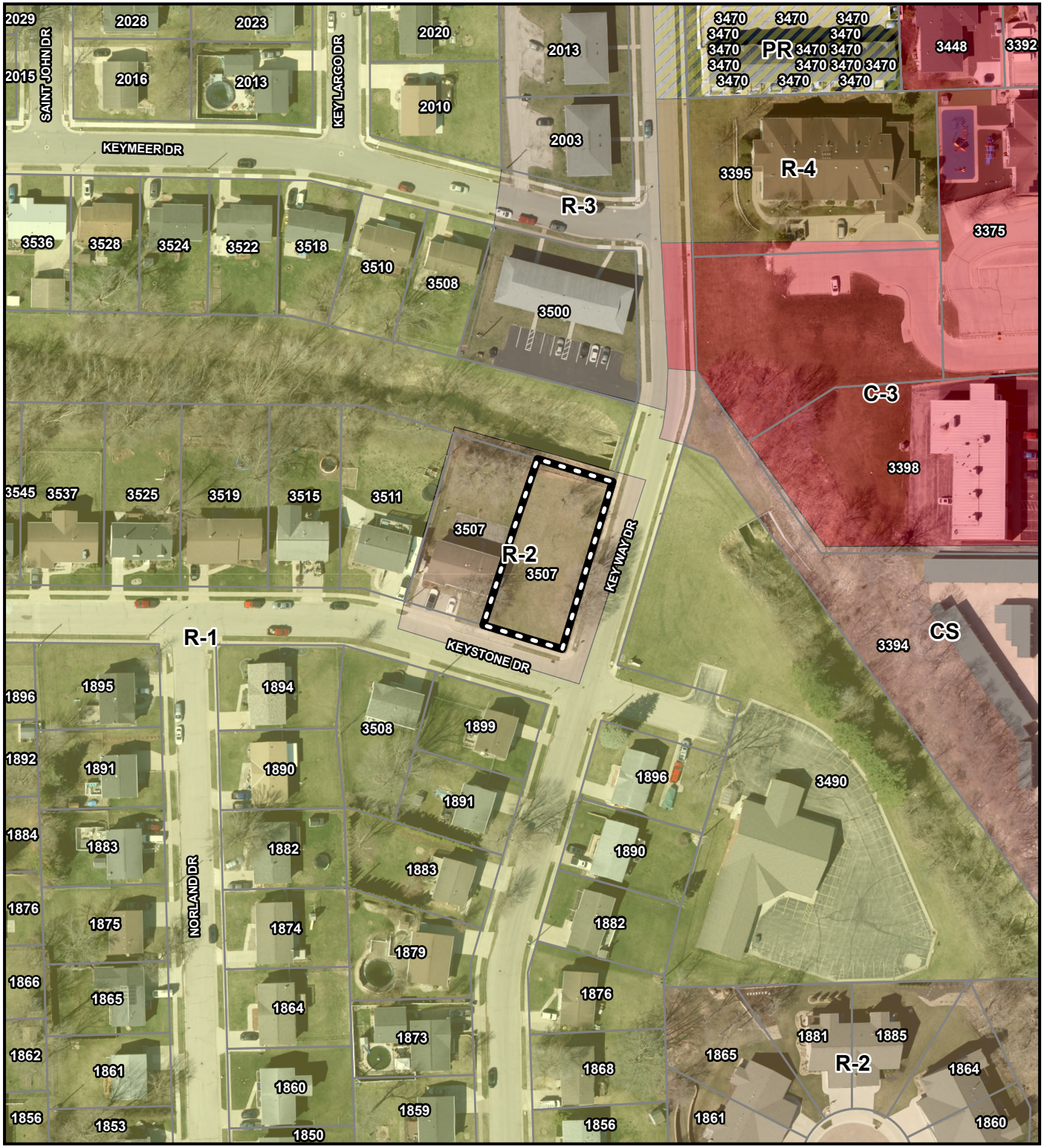
https://floorplancreator.net/plan/shared?id=4988409&code=m9Y7aVZXBMEeA2ft




72.26
2
1021408022
68.73
153.00
0 3' 6' 9' 12'15'


0 3' 6' 9' 12'15'


72.26
2
1021408022
68.73
153.00

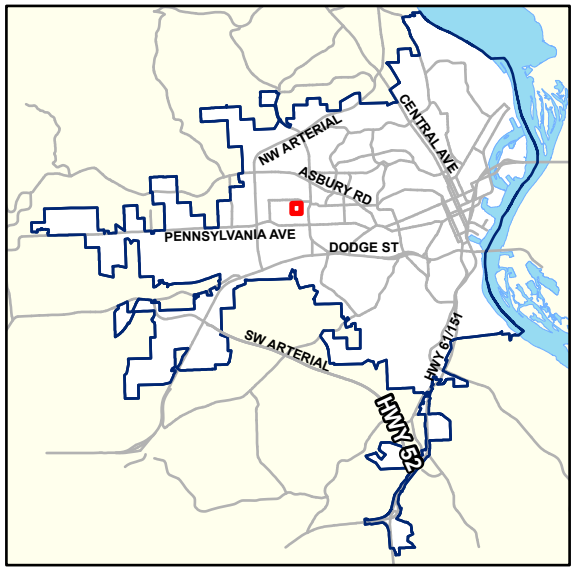


THE CITY OF DUBUQUE

Masterpiece on the Mississippi

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

Vicinity Map



Applicant: Gregory Williams

Location: Northwest Corner of Key Way and Keystone Drives (PIN 1021408022)

Type: Rezoning

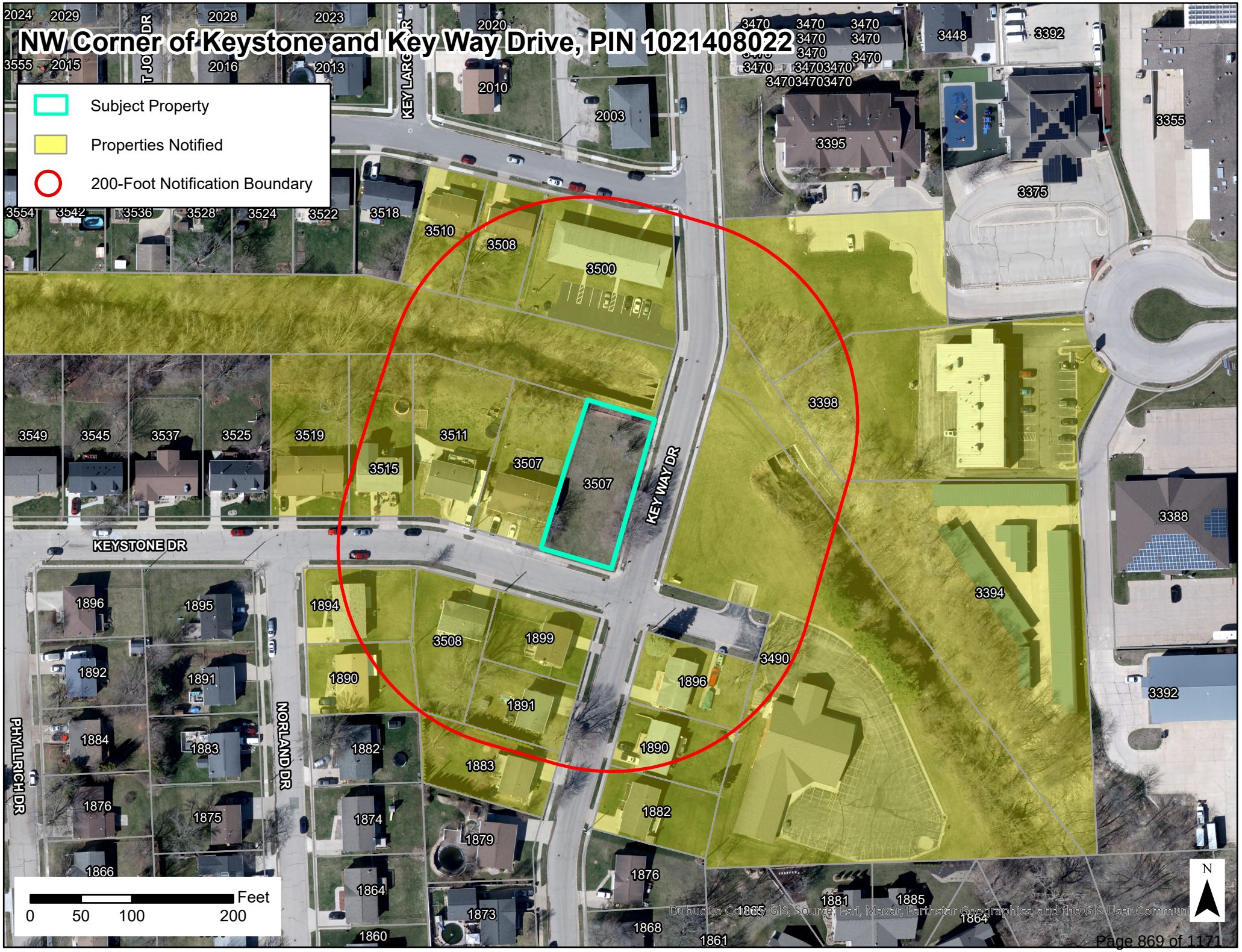
Description: To rezone property from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Subject Property

0 62.5 125 250
Feet

N

1:1,500


NW Corner of Keystone and Key Way Drive, PIN 1021408022
Subject Property
Properties Notified
200-Foot Notification Boundary
KEY WAY DR
KEYSTONE DR
KEY LARGO DR
NORLAND DR
PHYLLRICH DR
3507
3500
3508
3510
3511
3515
3519
3525
3537
3545
3549
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3524
3528
3536
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1860
1868
1861
1881
1885
1865
1864
Feet
0
50
100
200
N
Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Commun

Matt O'Brien

From: Randy Williams <randy.williams1325@gmail.com>
Sent: Monday, August 25, 2025 1:15 PM
To: Planning
Subject: Fwd: Rezone property from R-2 to R-3

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

I would just like to share an email I sent to Greg Williams in reference to his request and proposal to rezone his property at the NW corner of Keyway and Keystone.

Affecting my property at 3500 Keymeer Drive.

Thank you
SAR Properties LLC
Randy Williams

---------- Forwarded message ---------
From: **Randy Williams** <randy.williams1325@gmail.com>
Date: Mon, Aug 25, 2025, 1:07 PM
Subject: Rezone property from R-2 to R-3
To: greg.williams1975@gmail.com <greg.williams1975@gmail.com>

Hello Greg,

Thank you for your letter explaining your intention to build a 4plex on your new property.

I wish you all the best in pursuing your new venture! It is my personal belief you should be able to build a moderate density multi family 4plex in the area as there are many others in the same area.

I've reviewed your proposal and only have 1 concern. Your driveway/parking reflects pulling into your parking lot from Keyway and the cars would then turn N towards the stream to park "towards" my building to the North. You are in an elevated position that would shine lights onto my property/building with the potential to cause nuisance lighting at night to my tenants. And as we all know we also can't control how long someone sits with their lights on or whether they have their brights on. Even if you lived there for a time period to help control it, the eventually is you may also move to another location.

I only ask that your proposal changes the direction of parking so the car headlights face towards your building like mine, or that you install a privacy fence at the edge of your parking lot to obscure the headlights so I do not recieve complaints from my tenants.

Thank you

SAR Properties LLC
Randy Williams

Matt O'Brien

From: Randy Williams <randy.williams1325@gmail.com>
Sent: Monday, August 25, 2025 3:57 PM
To: Planning
Subject: Re: Rezone property from R-2 to R-3

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

On Mon, Aug 25, 2025, 1:37 PM Greg Williams <greg.williams1975@gmail.com> wrote:

> Thank you for your note Randy. I will definitely keep that in mind. The idea is to eventually build a solar canopy on that side of the parking lot so that the shade of the building doesn't cut into the daylight hours. But with the uncertainty of solar credits, that may not happen.
>
> The city is requiring some shrubs and trees so that might be a good place for them to go.
>
> Thank you.
>
> Greg Williams
>
> On Mon, Aug 25, 2025 at 1:07 PM Randy Williams <randy.williams1325@gmail.com> wrote:
>
> > Hello Greg,
> >
> > Thank you for your letter explaining your intention to build a 4plex on your new property.
> >
> > I wish you all the best in pursuing your new venture! It is my personal belief you should be able to build a moderate density multi family 4plex in the area as there are many others in the same area.
> >
> > I've reviewed your proposal and only have 1 concern. Your driveway/parking reflects pulling into your parking lot from Keyway and the cars would then turn N towards the stream to park "towards" my building to the North. You are in an elevated position that would shine lights onto my property/building with the potential to cause nuisance lighting at night to my tenants. And as we all know we also can't control how long someone sits with their lights on or whether they have their brights on. Even if you lived there for a time period to help control it, the eventually is you may also move to another location.
> >
> > I only ask that your proposal changes the direction of parking so the car headlights face towards your building like mine, or that you install a privacy fence at the edge of your parking lot to obscure the headlights so I do not recieve complaints from my tenants.
> >
> > Thank you
> > SAR Properties LLC
> > Randy Williams

Matt O'Brien

From: Randy Williams <randy.williams1325@gmail.com>
Sent: Monday, August 25, 2025 3:58 PM
To: Planning
Subject: Fwd: Rezone property from R-2 to R-3

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

---------- Forwarded message ---------
From: **Randy Williams** <randy.williams1325@gmail.com>
Date: Mon, Aug 25, 2025, 3:54 PM
Subject: Re: Rezone property from R-2 to R-3
To: Greg Williams <greg.williams1975@gmail.com>

Hi Greg,

I just wanted to make sure as part of your consideration.

While healthy trees may offer some lighting obstruction during the summer months, that doesn't take into account the spring, fall and winter months. Or that if at some point your property gets sold and a new owner may decide to remove the trees and shrubs. It is my sincere hope that you reconsider your parking entrance/direction or even re-locate it to Keystone side of the street.
I am simply trying to foresee any potential issues with my property so it does not impact it adversely.

Sincerely
SAR Properties LLC
Randy Williams

On Mon, Aug 25, 2025, 1:37 PM Greg Williams <greg.williams1975@gmail.com> wrote:

> Thank you for your note Randy. I will definitely keep that in mind. The idea is to eventually build a solar canopy on that side of the parking lot so that the shade of the building doesn't cut into the daylight hours. But with the uncertainty of solar credits, that may not happen.
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Thank you
SAR Properties LLC
Randy Williams

NW corner of Keystone Dr – Key Way Dr



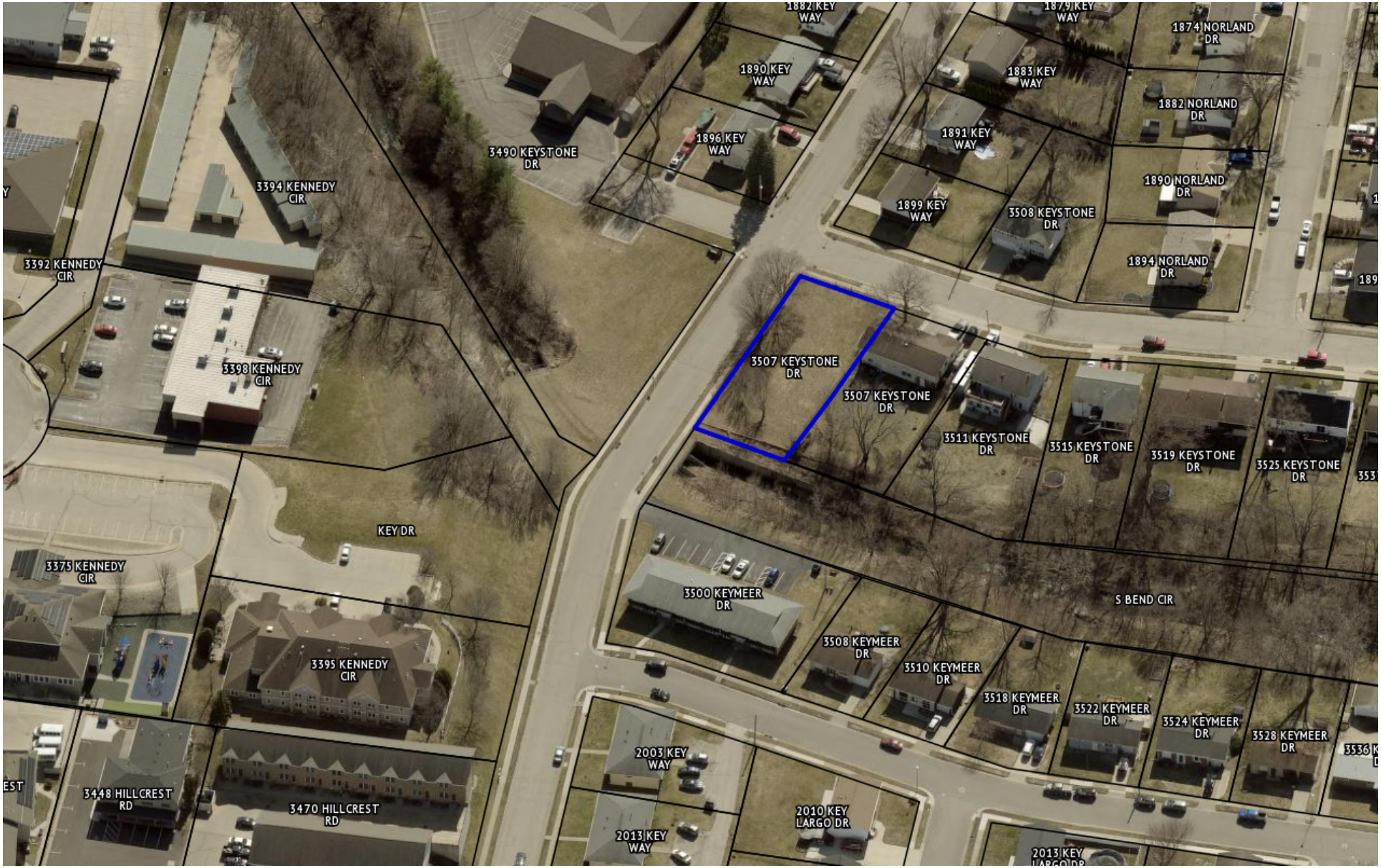
Oblique view from south of subject property and surrounding area, March 2024 imagery

NW corner of Keystone Dr – Key Way Dr



Zoomed-in oblique view from south of subject property and surrounding area, March 2024 imagery

NW corner of Keystone Dr – Key Way Dr



Oblique view from north of subject property and surrounding area, March 2024 imagery

NW corner of Keystone Dr – Key Way Dr



Street View of subject property looking north from Keystone Dr, August 2025 imagery

NW corner of Keystone Dr – Key Way Dr



Street View of subject property looking west from Key Way Dr, July 2019 imagery

REZONING STAFF REPORT Zoning Agenda: September 3, 2025

Property Address: Northwest corner of Keystone Drive and Key Way Drive
PIN 1016227007

Property Owner: Gregory Williams

Applicant: Gregory Williams

Description: To rezone property from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Proposed Land Use: Multi-Family Residential **Proposed Zoning:** R-3

Existing Land Use: Vacant **Existing Zoning:** R-2

Adjacent Land Use:	**Adjacent Zoning:**
North – Multi-Family Residential	North – R-3 (R-1 creek)
East – Institutional (church)	East – R-1
South – Single-Family Residential	South – R-1
West – Two-Family Residential	West – R-2

Former Zoning: Prior to 1975 – SF Single-Family Residential
1975 – R-2 Single-Family Residential
1985 – R-1 Single-Family Residential
2015 – Rezoned to R-2 Two-Family Residential

Total Area: 0.25 acres / 10,796 square feet

Property History: The property was originally subdivided as part of the Key Knoll Subdivision in the 1960s. The property is located in an area of the city that has historically been zoned primarily for single-family residential use with some multi-family residential. The subject property was part of the Pooh's Corner Daycare facility before it was rezoned from R-1 to R-2 in 2015, along with the adjacent parcel to the west. That parcel has a duplex on it, while the subject parcel is vacant.

Physical Characteristics: The subject property is an approximately 0.25-acre (10,796 square feet) lot located at the northwest corner of the intersection of Keystone Drive and Key Way Drive. The frontage along Keystone Drive is approximately 72', and the frontage along Key Way Drive is approximately 153'. The lot slopes down approximately 8' (5%) from the front to the rear, where the north fork of Catfish Creek runs past in public right-of-way. The property is undeveloped.

Property view on next page.



Subject property and zoning of surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages a mix of housing options affordable for all, multi-family development near jobs, and infill in developed areas of the city. The City's Future Land Use Map identifies the subject property as Public Open Space, which was assigned automatically to many vacant parcels.

Impact of Request on:

Utilities: Existing utilities are adequate to serve the site.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes Keystone Drive and Key Way Drive as Local streets. The most recent traffic count on Keystone is from 2021 and shows an average annual daily count of 540 vehicles. The most recent traffic count on Key Way is from 2017 and shows an average annual daily count of 2,070 vehicles. The site is currently undeveloped and although rezoning of the subject property may result in additional vehicle counts, due to the size of the property and the limited uses that could be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts in the area.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: The subject property consists of one lot which is currently vacant. Any development of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have an any adverse impacts on the environment.

Adjacent Properties: The subject property is adjacent to residential uses to the north, west, and south. The property to the east is the Dubuque Community Church. The proposed rezoning would create a new R-3 district in the neighborhood and would change the zoning designation for the subject property only, though there are 10 multi-family properties zoned R-3 on the next two blocks to the north. The R-3 district allows for residential from single-family up to a six-unit multi-family dwelling, whereas R-2 allows up to two units. The subject property is relatively small, and some uses may be limited by lot area and parking requirements, which is 2,000 square feet per unit and 1.5 spaces per unit. The applicant is proposing to construct four apartment units. Additionally, any future redevelopment of the subject property would be subject to site plan review by the City's DRT.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

The property was originally subdivided as part of the Key Knoll Subdivision in the 1960s. The property is located in an area of the city that has historically been zoned primarily for single-family residential use with some multi-family residential. The subject property was part of the Pooh's Corner Daycare facility before it was rezoned from R-1 to R-2 in 2015, along with the adjacent parcel to the west. That parcel has a duplex on it, while the subject parcel is vacant.

The subject property is an approximately 0.25-acre (10,796 square feet) lot located at the northwest corner of the intersection of Keystone Drive and Key Way Drive. The frontage along Keystone Drive is approximately 72', and the frontage along Key Way Drive is approximately 153'. The lot slopes down approximately 8' (5%) from the front to the rear, where the north fork of Catfish Creek runs past in public right-of-way.

The Iowa Department of Transportation (IDOT) categorizes Keystone Drive and Key Way Drive as local streets. The most recent traffic count on Keystone shows an average of 540 vehicles per day, and Key Way shows an average of 2,070 vehicles per day. The site is currently undeveloped and although rezoning of the subject property may result in additional vehicle counts, due to the size of the property and the limited uses that could be accommodated at the site, the proposed rezoning is not anticipated to substantially alter traffic counts in the area.

The subject property would be adequately served by existing utilities in the area and public services and would be, regardless of the type of development on the site. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development.

The subject property is adjacent to residential uses to the north, west, and south. The property to the east is the Dubuque Community Church. The proposed rezoning would create a new R-3 district in the neighborhood and would change the zoning designation for the subject property only, though there are 10 multi-family properties zoned R-3 on the next two blocks to the north. The R-3 district allows for residential from single-family up to a six-unit multi-family dwelling, whereas R-2 allows up to two units. The subject property is relatively small, and some uses may be limited by lot area and parking requirements, which is 2,000 square feet per unit and 1.5 spaces per unit. The applicant is proposing to construct four apartment units.

The property owner of the apartments to the north, at 3500 Keymeer Drive, has written with concern about the proposed parking layout which may cause headlights to shine on their property. A copy of the written letter is attached to this report.

The existing R-2 zoning district allows for 11 Principal Permitted Uses and the proposed OR zoning district allows for 12 Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The 10 uses highlighted in yellow are permitted in both zoning districts. A copy of the full summary of each zoning district is attached to this report.

Chart provided on the following page.

Principal Permitted Uses	
R-2 Zoning District	**R-3 Zoning District**
Cemetery, mausoleum, or columbarium.	Cemetery, mausoleum, or columbarium.
Community gardens.	Community gardens.
Golf course.	Golf course.
Maternity group home.	Maternity group home.
Parks, public or private, and similar natural recreation areas.	Multi-family dwelling (maximum 6 dwelling units).
Place of religious exercise or assembly.	Parks, public or private, and similar natural recreation areas.
Public, private, or parochial school, approved by the state of Iowa (K - 12).	Place of religious exercise or assembly.
Railroad or public or quasi-public utility, including substation.	Public, private, or parochial school approved by state of Iowa (K - 12).
Single-family detached dwelling.	Railroad or public or quasi-public utility, including substation.
Townhouse (maximum 2 dwelling units).	Single-family detached dwelling.
Two-family dwelling (duplex).	Townhouse (maximum 6 dwelling units).
	Two-family dwelling (duplex).

Approval of the proposed rezoning is not anticipated to substantially alter the fabric of the area. The subject property is fairly small in size and consequently scale of development on the subject site would be limited.

The Comprehensive Plan encourages a mix of housing options affordable for all, multi-family development near jobs, and infill in developed areas of the city. The City's Future Land Use Map identifies the subject property as Public Open Space, which was assigned automatically to many vacant parcels.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by Jason Dulz Reviewed by _____ Date: 8/28/2025

16-5-3: R-2 TWO-FAMILY RESIDENTIAL:

The R-2 district is intended to provide residential areas characterized by single-family and two-family dwellings. Increased densities and the introduction of two-family housing types are intended to provide greater housing options while maintaining the basic qualities of a low density residential neighborhood. The principal use of land in this district is for low density single- and two-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-3-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-2 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school, approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (maximum 2 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-3-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-2 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Hospice.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014; Ord. 20-22, 5-20-2022)

16-5-3-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-3-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-3-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-3-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-3-7: BULK REGULATIONS:

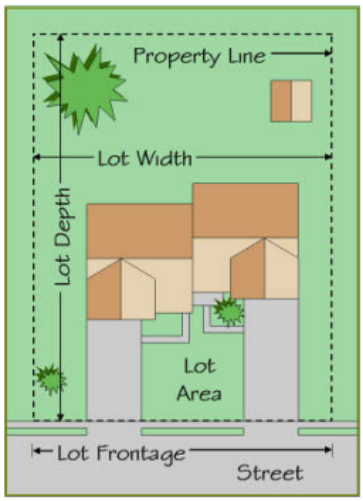
R-2 Residential

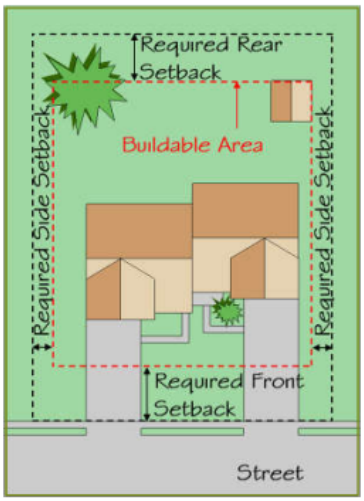
R-2 Residential	Min Lot Area *(square feet)*	Min Lot Frontage *(feet)*	Max Lot Coverage *(% lot area)*	Setbacks				Max Height *(feet)*
				Front *(feet)*		Min Side *(feet)*	Min Rear *(feet)*	
				Min	Max			
Permitted Uses								
Place of religious exercise or assembly, School	20,000	100	40	20	---	20	20	75 [1]
Single-family detached dwelling	5,000	50	40	20	50	6	20	30
Townhouse (two du max)	3,000/du	25/du	40	20	50	6/0	20/0	30
Two-family dwelling	6,000	50	40	20	50	6	20	30
Conditional Uses								
Bed and breakfast home	5,000	50	40	20	50	6	20	30
Hospice	5,000	50	40	20	---	6	20	30
Licensed adult day services, Licensed child care center	5,000	50	40	20	---	6	20	30
Mortuary, funeral home, or crematorium	20,000	100	40	20	---	20	20	30

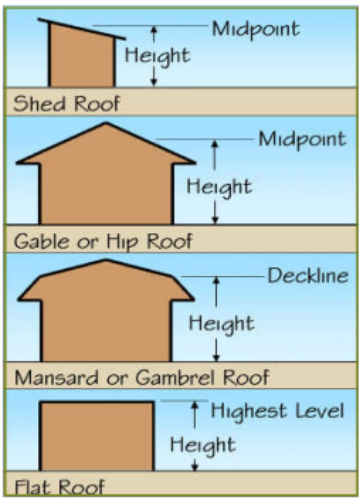
[1] May be erected to a height not exceeding 75 feet, provided that such buildings shall provide at least one additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.

Note: See section 16-3-17 of this title for adjustment of minimum front yard setbacks.

R-2 Two-Family Residential







(Ord. 52-09, 10-19-2009)

16-5-5: R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL:

The R-3 district is intended to provide locations for a variety of dwelling types ranging from single-family to low rise multi-family dwellings. The R-3 district also serves as a transition between residential and nonresidential districts. (Ord. 52-09, 10-19-2009)

16-5-5-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-3 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Multi-family dwelling (maximum 6 dwelling units).

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (maximum 6 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-5-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-3 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Group home.

Hospice.

Housing for the elderly or persons with disabilities.

Individual zero lot line detached dwelling.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Nursing or convalescent home.

Off premises residential garage.

Off street parking.

Rooming or boarding house.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; Ord. 20-22, 5-20-2022)

16-5-5-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-5-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-5-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-5-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

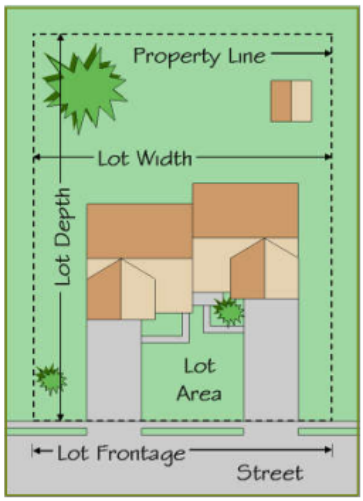
16-5-5-7: BULK REGULATIONS:

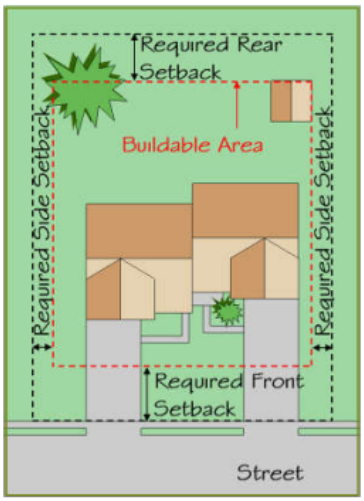
R-3 Residential	Min Lot Area *(square feet)*	Min Lot Frontage *(feet)*	Max Lot Coverage *(% lot area)*	Setbacks				Max Height *(feet)*
				Front *(feet)*		Min Side *(feet)*	Min Rear *(feet)*	
				Min	Max			
Permitted Uses								
Multiple-family (six du max)	2,000/du	50	40	20	---	4	20	30
Place of religious exercise or assembly, School	20,000	100	40	20	---	20	20	75 [1]
Single-family detached dwelling	5,000	50	40	20	50	4	20	30
Townhouse (six du max)	1,600/du	16/du	40	20	---	4/0	20/0	30
Two-family dwelling	5,000	50	40	20	50	4	20	30
Conditional Uses								
Individual zero lot line dwelling	5,000	50	40	20	50	10/0	20	30
Bed and breakfast home	5,000	50	40	20	50	4	20	30
Group home	5,000	50	40	20	---	4	20	30
Hospice	5,000	50	40	20	---	4	20	30
Housing for the elderly or disabled	20,000	100	40	20	---	20	20	30
Licensed adult day services, Licensed child care center	5,000	50	40	20	---	4	20	40
Mortuary, funeral home or crematorium	20,000	100	40	20	---	20	20	30
Nursing or convalescent home	20,000	100	40	20	---	20	20	30
Off-premise residential garage	---	---	---	20	---	4	6	15
Rooming or boarding house	5,000	50	40	20	---	4	20	30

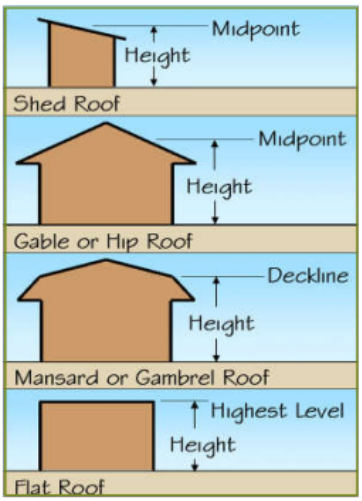
[1] May be erected to a height not exceeding 75 feet, provided that such buildings shall provide at least one additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.

Notes: See section 16-3-17 of this title for adjustment of minimum front yard setbacks.

R-3 Moderate Density Multi-Family Residential







(Ord. 52-09, 10-19-2009)

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

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF KEYSTONE DRIVE AND KEY WAY DRIVE (PIN 1016227007) FROM R-2 TWO-FAMILY RESIDENTIAL DISTRICT TO R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-2 Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District, to wit:

LOT 2 of Pooh's Corner and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Request to Rezone Property at 1550 Elm Street and 411 East 15th Street
SUMMARY:	Proof of publication on notice of public hearing to consider a request from the City of Dubuque to rezone property located at 1550 Elm Street (PIN 1024283003) and 411 East 15th Street (PIN1024283004) from HI Heavy Industrial to C-4 Downtown Commercial zoning district, and Zoning Advisory Commission recommending approval. **ORDINANCE** Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 1550 Elm Street (PIN 1024283003) And 411 East 15th Street (PIN 1024283004) From HI Heavy Industrial District To C-4 Downtown Commercial District
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Ltr to CC
2. Application
3. Vicinity Map
4. Notification Map
5. Site Photos
6. Staff Report
7. HI Zoning District
8. C-4 Zoning District
9. Ordinance

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

September 9, 2025

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

Applicant: City of Dubuque
Location: 1550 Elm Street (PIN 1024283003) and 411 East 15th Street (PIN 1024283004)
Description: To rezone property from HI Heavy Industrial to C-4 Downtown Commercial zoning district.

Dear Mayor and City Council Members:

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

Discussion

Planning Staff spoke on behalf of the City's application. Staff displayed a map of the property and noted the rezoning request is for a community health center. Staff noted the HI Heavy Industrial district allows more intense uses and is generally not an ideal zoning district for downtown. Staff said the rezoning would be a continuation of the C-4 zoning district to the north and that the C-4 district would allow for commercial and residential uses better suited for downtown area. Staff noted there has not been any conceptual review for development on the site to-date.

There were no public comments.

The Zoning Advisory Commission discussed the request and questioned whether the rezoning included two lots and whether the two existing buildings would be used for a health center. Staff confirmed that a rezoning does include two lots and stated that a development plan has not yet been provided for the site.

Recommendation

By a vote of 6 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

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

Respectfully submitted,



Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments
cc: City of Dubuque

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

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

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

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: 1550 Elm Street

Legal Description/Parcel ID#/Subdivision: 1024283003

Existing Zoning: HI Proposed Zoning: C-4 Site Area (square feet/acres): 25,676 sq. ft.

Historic District: Landmark: ☐ Yes ☒ No

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

Requesting a rezoning to allow for a community health facility use on the property.

C. Applicant/Agent Information

Name: City of Dubuque Phone: 563-589-4110

Address: 50 West 13th Street City: Dubuque

State: IA Zip: 52001 Email:

D. Property Owner(s) Information

Name(s): City of Dubuque Phone: 563-589-4111

Address: 50 West 13th Street City: Dubuque

State: IA Zip: 52001 Email:

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

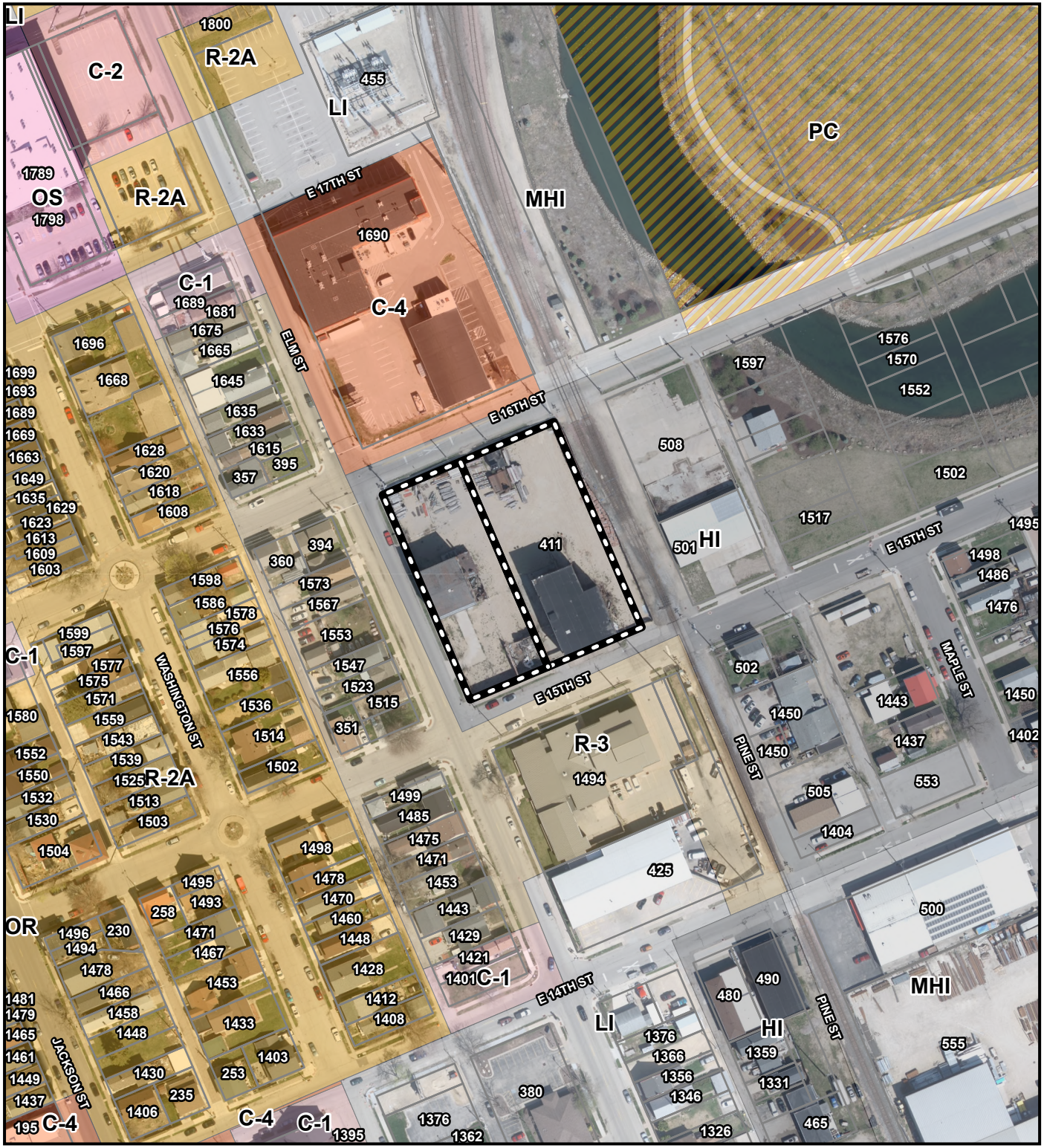
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted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

Applicant/Agent: Date:

Property Owner(s): Michael Van Milligen Date: 8/13/25

FOR OFFICE USE ONLY

Fee $ 0 Ck# ☐CC ☐Cash Received by Date

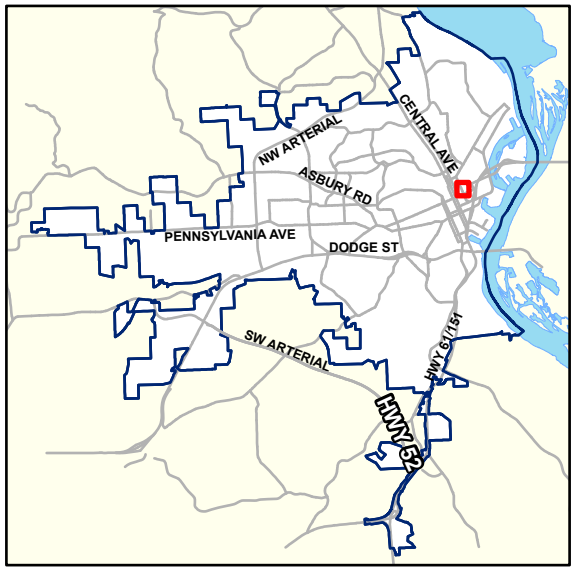


THE CITY OF DUBUQUE

Masterpiece on the Mississippi

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

Vicinity Map



Applicant: City of Dubuque

Location: 1550 Elm Street (PIN 1024283003) and 411 East 15th Street (PIN 1024283004)

Type: Rezoning

Description: To rezone property from HI Heavy Industrial to C-4 Downtown Commercial zoning district.

Subject Property

0 75 150 300

Feet

N

1:2,000


1550 Elm Street and 411 East 15th Street
Subject Property
Properties Notified
200-Foot Notification Boundary
E 16TH ST
E 15TH ST
E 14TH ST
ELM ST
WASHINGTON ST
MAPLE ST
PINE ST
411
425
501
502
505
508
1494
1517
1597
1690
Feet
0
50
100
200
N
Dubuque County GIS, Source: Esri, Maxar, Eagleview Geographics, and the GIS User Co

1550 Elm Street/411 E. 15th Street
Rezoning Request



1550 Elm Street/411 E. 15th Street
Rezoning Request



1550 Elm Street/411 E. 15th Street
Rezoning Request



1550 Elm Street/411 E. 15th Street
Rezoning Request



REZONING STAFF REPORT Zoning Agenda: September 3, 2025

Property Address: 1550 Elm Street (PIN 1024283003) and 411 East 15th Street (PIN 1024283004)

Property Owner: City of Dubuque

Applicant: City of Dubuque

Description: To rezone property from HI Heavy Industrial to C-4 Downtown Commercial zoning district.

Proposed Land Use: Commercial/Medical **Proposed Zoning:** C-4

Existing Land Use: No Active Use **Existing Zoning:** HI

Adjacent Land Use:	**Adjacent Zoning:**
North – Medical Office/Wellness Center	North – C-4
East – Industrial/Vacant	East – HI
South – Office	South – R-3
West – Residential	West – R-3

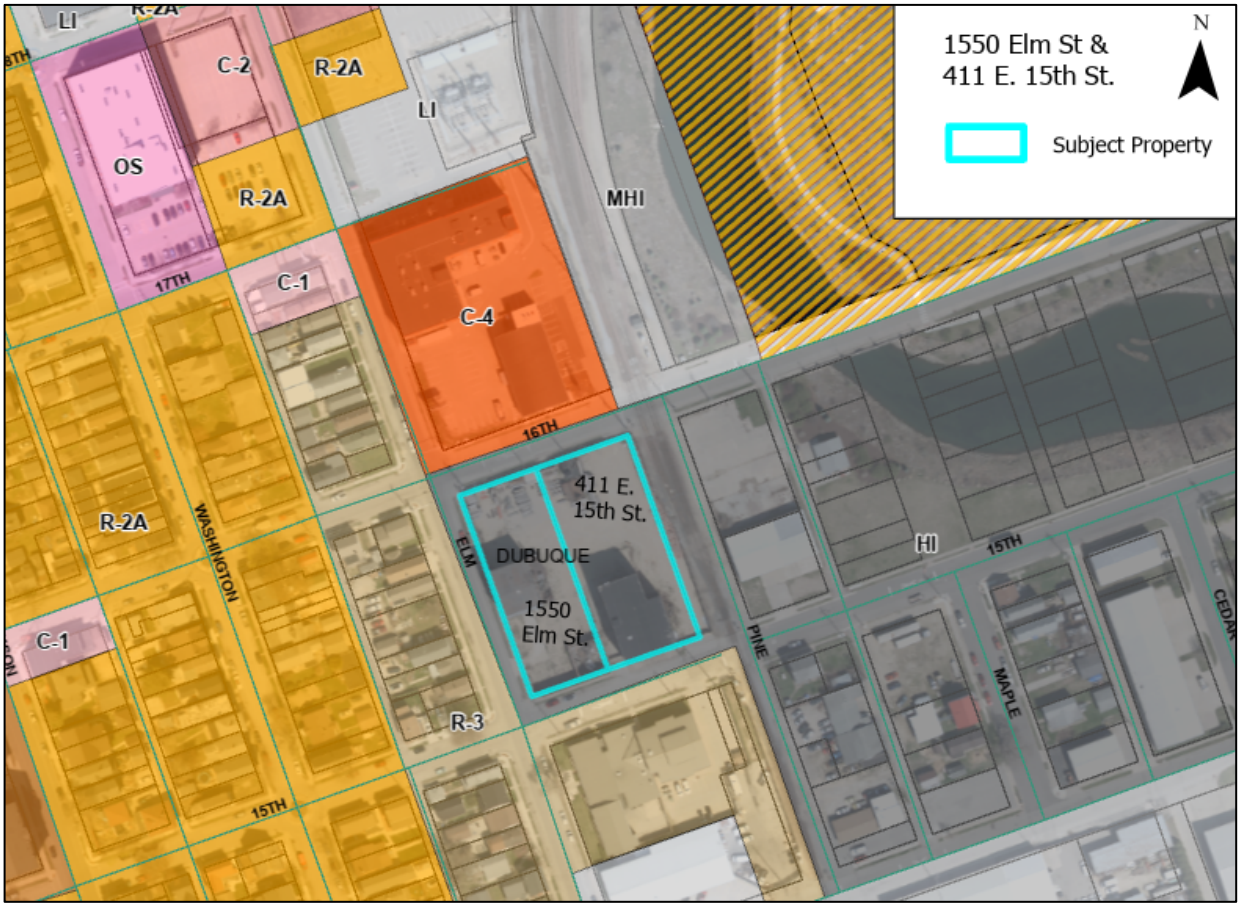
Former Zoning: Prior to 1975 – HI Heavy Industrial
1975 – HI Heavy Industrial
1985 – HI Heavy Industrial

Total Area: 1550 Elm Street - 0.59 acres / 25,676 square feet
411 East 15th Street - 0.71 acres / 31,000 square feet

Property History: The property is in an area of the City that has historically been zoned for heavy industrial use; however, the area has seen some redevelopment/revitalization in recent years. The subject property is improved with existing structures that are unoccupied. Some storage and metal scrapping has occurred on the property.

Physical Characteristics: The subject property is comprised of two lots totaling approximately 1.3 acres. The property occupies the entire block between 15th and 16th Streets and between Elm Street and the railroad tracks to the east. The property is primarily flat, and the surrounding development consists of residential uses, the Department of Correctional Services offices, Crescent Community Health campus, and vacant industrial zoned property to the east across the railroad tracks.

Property view on next page.



Subject property and zoning of surrounding area.

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property as Mixed Use Development which is intended to create a vibrant environment where residents can live, work, and play within walking and biking distance of their home at opportunity sites throughout the community. As proposed, the rezoning would be consistent with that future land use designation.

Impact of Request on:

Utilities: Existing utilities located along Elm Street, 16th Street, and 15th Street are adequate to serve the subject property.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes Elm Street as a Minor Arterial, and 15th and 16th Streets as Local Streets. For Elm Street, the most recent traffic counts are from 2017 and show an average annual daily count of 9,000 vehicles. For 16th Street the most recent traffic counts are from 2013 and show an average annual daily count of 4,530 vehicles. For 15th Street the most recent traffic counts are from 2021 and show an average annual daily count of 460 vehicles.

The site is currently improved with existing structures that are unoccupied and there has been some metal scrapping on the property. Rezoning will allow for redevelopment of the site which will result in additional vehicle trips to/from the site. Any proposed development use on the site will be reviewed by the city's Development Review Team during which traffic impacts will be evaluated by the Engineering Department to ensure that potential traffic impacts are mitigated.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have an any adverse impacts on the environment.

Adjacent Properties: The subject property is surrounded by residential uses to the west, the Department of Correctional Services offices to the south, Crescent Community Health campus to the north, and vacant industrial zoned property to the east across the railroad tracks. The proposed rezoning to C-4 would be a continuation of the C-4 zoning district to the north and would change the zoning designation for the subject property only. Any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively impact adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from HI Heavy Industrial to C-4 Downtown Commercial zoning district to allow for the development of a community health facility.

The subject property is in an area of the City that has historically been zoned for heavy industrial use; however, the area has seen some redevelopment/revitalization in recent years. The subject property is improved with existing structures that are unoccupied. Some exterior storage has occurred on the property.

The subject property is comprised of two lots totaling approximately 1.3 acres. The property occupies the entire block between 15th and 16th Streets and between Elm Street and the railroad tracks to the east. The property is primarily flat, and the surrounding development consists of residential uses, the Department of Correctional Services offices, Crescent Community Health campus, and vacant industrial zoned property to the east across the railroad tracks.

The Iowa Department of Transportation (IDOT) categorizes Elm Street as a Minor Arterial, and 15th and 16th Streets as Local Streets. For Elm Street, the most recent traffic counts are from 2017 and show an average annual daily count of 9,000 vehicles. For 16th Street the most recent traffic counts are from 2013 and show an average annual

daily count of 4,530 vehicles. For 15th Street the most recent traffic counts are from 2021 and show an average annual daily count of 460 vehicles. Rezoning will allow for redevelopment of the site as a community health facility which may result in additional vehicle trips to/from the site. Any proposed development use on the site will be reviewed by the city's Development Review Team during which traffic impacts will be evaluated by the Engineering Department to ensure that potential traffic impacts are mitigated.

The subject property would be adequately served by existing utilities in the area and public services and would be, regardless of the type of development on the site. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have an any adverse impacts on the environment.

The existing HI zoning district allows for fifty-nine (59) Principal Permitted Uses and the proposed C-4 zoning district allows for fifty-eight (58) Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The twenty-four (24) uses highlighted in yellow are permitted in both zoning districts. A copy of the full summary of each zoning district is attached to this report.

Principal Permitted Uses	
HI Heavy Industrial	**C-4 Downtown Commercial**
Agricultural supply sales	Agricultural supply sales
Animal hospital/clinic	Animal hospital/clinic
Auto part sales	Appliance sales or service
Automated gas station	Art gallery, museum, or library
Bakery (wholesale/commercial)	Artist studio
Bank, savings/loan, or credit union	Auditorium or assembly hall
Bar or tavern	Automated gas station
Business services	Bakery (wholesale/commercial)
Car wash, full service	Bank, savings/loan, or credit union
Car wash, self service	Bar or tavern
Cold storage or locker plant	Barber or beauty shop
Construction supply sales/service	Business services
Contractor shop or yard	Catalog center
Convenience store	Commercial greenhouse
Crematorium, reduction plant, foundry, forge/smelter	Construction supply sales/service
Dental or medical lab	Contractor shop or yard
Drive-up automated bank teller	Dental or medical lab
Farm implement sales, service or repair	Department store
Freight transfer facility	Furniture or home furnishing sales
Fuel or ice dealer	Furniture upholstery or repair
Furniture upholstery or repair	Gas station
General office	General office
Grain or barge terminal	Grocery store
Indoor recreation facility	Hotel
Indoor restaurant	Housing for elderly or persons with disabilities
Junkyard or salvage yard	Indoor amusement center
Kennel	Indoor recreation facility
Laboratory for research or engineering	Indoor restaurant
Licensed childcare center	Indoor theater
Lumberyard or building material sales	Laundry, dry cleaner, or laundromat
Mail order house	Licensed childcare center
Manufacturing, primary	Maternity group home

Manufacturing, secondary	Medical office
Mini warehousing	Mini warehousing below the first floor only
Mobile home sales	Mortuary or funeral home
Moving or storage facility	Neighborhood shopping center
Off street parking lot	Parking structure
Packaging, processing, or storing meat/dairy/food	Pet daycare or grooming
Parking structure	Photographic studio
Passenger transfer facility	Place of religious exercise or assembly
Pet daycare or grooming	Printing or publishing
Printing or publishing	Private club
Railroad or public/quasi-public utility/substation	Public or private park/natural recreation area
Registered child development home	Public, private, or parochial schools
Resource recovery/recycling center	Railroad or public/quasi-public utility/substation
Restaurant, drive-in or carryout	Registered child development home
Sanitary landfill	Residential uses above the first floor only
Service station	Retail sales or service
Sewage treatment plant	School of private instruction
Slaughterhouse or stockyard	Service station
Tool, die, or pattern making	Shoe repair
Upholstery shop	Supermarket
Vehicle body shop	Tailor or alteration shop
Vehicle sales or rental	Tattoo parlor
Vehicle service or repair	Tour home
Vending or game machine sales or service	Upholstery shop
Warehousing, packaging, distribution, or storage facility	Vending or game machine sales or service
Welding services	Wholesale sales or distribution
Wholesale sales or distribution	

The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property as Mixed Use Development which is intended to create a vibrant environment where residents can live, work, and play within walking and biking distance of their home at opportunity sites throughout the community. As proposed, the rezoning would be consistent with that future land use designation.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by _____ Date: 8/27/2025

16-5-19: HI HEAVY INDUSTRIAL:
The HI district is intended to provide locations for industrial uses which by their nature generate levels of smoke, dust, noise, odors, or other visual impacts that render them incompatible with virtually all other land uses. The district is also intended to provide locations for a limited amount of commercial development that will serve employees of surrounding industrial uses. (Ord. 52-09, 10-19-2009)

16-5-19-1: PRINCIPAL PERMITTED USES:
The following uses are permitted in the HI district:

Agricultural supply sales.

Animal hospital or clinic.

Auto part sales.

Automated gas station.

Bakery (wholesale/commercial).

Bank, savings and loan, or credit union.

Bar or tavern.

Business services.

Car wash, full service.

Car wash, self-service.

Cold storage or locker plant.

Construction supply sales and service.

Contractor shop or yard.

Convenience store.

Crematorium, reduction plant, foundry, forge or smelter.

Dental or medical lab.

Drive-up automated bank teller.

Farm implement sales, service or repair.

Freight transfer facility.

Fuel or ice dealer.

Furniture upholstery or repair.

General office.

Grain or barge terminal.

Indoor recreation facility.

Indoor restaurant.

Junkyard or salvage yard.

Kennel.

Laboratory for research or engineering.

Licensed childcare center.

Lumberyard or building material sales.

Mail order house.

Manufacturing, primary.

Manufacturing, secondary.

Miniwarehousing.

Mobile home sales.

Moving or storage facility.

Off street parking lot.

Packaging, processing, or storing meat, dairy or food products.

Parking structure.

Passenger transfer facility.

Pet daycare or grooming.

Printing or publishing.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Resource recovery/recycling center (indoor only).

Restaurant, drive-in or carryout.

Sanitary landfill.

Service station.

Sewage treatment plant.

Slaughterhouse or stockyard.

Tool, die, or pattern making.

Upholstery shop.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service and repair.

Vending or game machine sales or service.

Warehousing, packaging, distribution or storage facility.

Welding services.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 63-10, 12-20-2010; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021)

16-5-14: C-4 DOWNTOWN COMMERCIAL:
The C-4 district is intended to provide locations in the downtown commercial areas of the city for a large variety of uses. The C-4 district is not intended to have any application in undeveloped or newly developing areas of the city. The regulations for this district are designed to encourage the maintenance of existing uses and the private reinvestment and redevelopment of new uses. (Ord. 52-09, 10-19-2009)

16-5-14-1: PRINCIPAL PERMITTED USES:
The following uses are permitted in the C-4 district:

Agricultural supply sales.

Animal hospital or clinic.

Appliance sales or service.

Art gallery, museum, or library.

Artist studio.

Auditorium or assembly hall.

Automated gas station.

Bakery (wholesale/commercial).

Banks, savings and loan, or credit union.

Bar or tavern.

Barber or beauty shop.

Business services.

Catalog center.

Commercial greenhouse.

Construction supply sales or service.

Contractor shop or yard.

Dental or medical lab.

Department store.

Furniture or home furnishing sales.

Furniture upholstery or repair.

Gas station.

General office.

Grocery store.

Hotel.

Housing for the elderly or persons with disabilities.

Indoor amusement center.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Maternity group home.

Medical office.

Mini-warehouse below the first floor only.

Mortuary or funeral home.

Neighborhood shopping center.

Parking structure.

Pet daycare or grooming.

Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

Public or private park or similar natural recreation area.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Retail sales or service.

School of private instruction.

Service station.

Shoe repair.

Supermarket.

Tailor or alteration shop.

Tattoo parlor.

Tour home.

Upholstery shop.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 41-16, 8-15-2016; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 49-23, 11-20-2023; Ord. 1-24, 1-16-2024)

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

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1550 ELM STREET (PIN 1024283003) and 411 EAST 15TH STREET (PIN 1024283004) FROM HI HEAVY INDUSTRIAL DISTRICT TO C-4 DOWNTOWN COMMERCIAL DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from HI Heavy Industrial District to C-4 Downtown Commercial District, to wit:

LOTS 182A, 217, 218, 219, 220 and 221 of East Dubuque Addition and LOTS 182, 183, 184, 185, and 186 of East Dubuque Addition and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 4.

ITEM TITLE:	Approving a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
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 Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval. **RESOLUTION** Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Adam Vogel Building, LLC For The Redevelopment Of 1701 Central Avenue, Including The Issuance Of Urban Tax Increment Revenue Obligations
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 4, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, 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
Ian Hatch, Assistant 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: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 3, 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 Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, 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, following the hearing, the City Council adopt the attached resolution approving the Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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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 system s 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

By _____

ADAM VOGEL BUILDING, LLC

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

08152025bal

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

08152025bal

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007·2012 2013·2017

Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at http://cityofdubuque.org/1295/Design-Guidelines.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsperson) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than $10,000 in assistance will be considered per residential unit.
- In general, no more than $750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars ($35,000).

Eligible Activities and Assistance:

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at http://cityofdubuque.org/1295/Design-Guidelines.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsperson) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funda awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

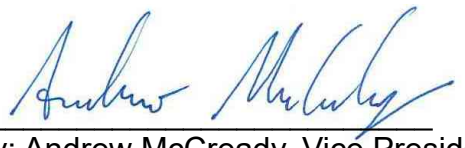
INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(1) 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.



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

Prepared by: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
Return to: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105

RESOLUTION NO. ____-25

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND ADAM VOGEL BUILDING, LLC FOR THE REDEVELOPMENT OF 1701 CENTRAL AVENUE, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, Adam Vogel Building, LLC 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 City Council, by Resolution No. 285-25, dated September 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, LLC, for the development of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on September 15, 2025 at 6:30 p.m.; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved and adopted this 15th day of September, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 5.

ITEM TITLE:	Approving a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
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 ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval. **RESOLUTION** Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And ASJS Properties, LLC For The Redevelopment Of 1913 Jackson Street, Including The Issuance Of Urban Tax Increment Revenue Obligations
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 4, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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.

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

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 3, 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 ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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/ ACTION STEP

I recommend, following the hearing, the City Council adopt the attached resolution approving the Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC for the redevelopment of 1913 Jackson Street, including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

.

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-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, , 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. 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, 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

By _____
Brad M. Cavanagh, Mayor

ASJS PROPERTIES, LLC

By _____
Jeff Spahn, Member

Attest:

_____
Adrienne N. Breitfelder, City Clerk

06272025bal

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between 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

06272025bal

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 7 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between 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

06272025bal

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007·2012 2013·2017

Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at http://cityofdubuque.org/1295/Design-Guidelines.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsperson) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than $10,000 in assistance will be considered per residential unit.
- In general, no more than $750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

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

Prepared by: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-25

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND ASJS PROPERTIES, LLC FOR THE REDEVELOPMENT OF 1913 JACKSON STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, ASJS Properties, LLC 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 City Council, by Resolution No. 284-25, dated September 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC, for the development of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on September 15, 2025 at 6:30 p.m.; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC for the redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved and adopted this 15th day of September, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 6.

ITEM TITLE:	Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
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 Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval. **RESOLUTION** Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Dubuque Initiatives 1700, LLC For The Redevelopment Of 1739- 1763 Central Avenue, Including The Issuance Of Urban Tax Increment Revenue Obligations
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 9, 2025

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC 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.

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.

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

SUBJECT: Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: September 3, 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 Dubuque Initiatives 1700, LLC 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, following the hearing, the City Council adopt the attached resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for the redevelopment of 1739-1763 Central Avenue.

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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

08182025bal

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

08182025bal

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 _____

08182025bal

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007·2012 2013·2017

Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at http://cityofdubuque.org/1295/Design-Guidelines.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsperson) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than $10,000 in assistance will be considered per residential unit.
- In general, no more than $750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars ($35,000).

Eligible Activities and Assistance:

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at http://cityofdubuque.org/1295/Design-Guidelines.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsperson) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funda awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H

INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(1) 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

Prepared by: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105
Return to: Ian Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4105

RESOLUTION NO. ____-25

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE INITIATIVES 1700, LLC FOR THE REDEVELOPMENT OF 1739-1763 CENTRAL AVENUE, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, Dubuque Initiatives 1700, LLC 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 City Council, by Resolution No. 286-25, dated September 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Initiatives 1700, LLC, for the development of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on September 15, 2025 at 6:30 p.m.; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Dubuque

Initiatives 1700, LLC for the redevelopment of the Property by Dubuque Initiatives 1700, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Initiatives 1700, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved and adopted this 15th day of September, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	Notice of Award and Request to Execute Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy (ORLP) Grant
SUMMARY:	City Manager providing information on the award of the $1,980,698.75 Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant and recommending City Council approve and execute the grant agreement.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Grant Agreement

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Notice of Award and Request to Execute Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy (ORLP) Grant

DATE: September 10, 2025

Interim Parks and Recreation Director Stephen Fehsal is providing information on the award of the $1,980,698.75 Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant and recommending City Council approve and execute the grant agreement.

Reimagine Comiskey Phase 1 project included a new playground, splash pad, a basketball court, walkway additions, seating walls, park amenities like litter receptacles, bike racks, picnic tables, etc., one small and one larger shade picnic shelters, trees, landscaping, bioswale, native seeding, and other improvements. June 29, 2023 Reimagine Comiskey Park Phase 1 opened to the public.

The Phase 1 project had a variety of funding sources. The City of Dubuque was awarded a $508,000 Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program grant from the National Park Service to expand outdoor recreational opportunities in the park. That grant was matched with City of Dubuque capital improvement funding in the amount of $1,393,545 and Housing and Urban Development Community Development Block grant funding in the amount of $429,480. The Wellmark Foundation awarded the project $100,000 as a part of Wellmark's Large MATCH Grant Program, used toward the addition of a splash pad and expansion of basketball courts at the park and a $25,000 America In Bloom/CN EcoConnexions From the Ground Up grants for trees, native forbes, and grass seed, shrubs, and flowers. The total project cost of Phase 1 was $2,456,025.

During Phase 1 construction staff began searching for grants to assist with Phase 2 funding. The Outdoor Recreation Legacy Partnership (ORLP) program assisted in funding Phase 1. Prior to round 7 funding, communities were not eligible to reapply for a second grant on the same property. The round 7 Notice of Funding Opportunity (NOFO) for ORLP was changed to allow this, making it a grant that could be sought again. The City Council approved the ORLP application for Reimagine Comiskey Phase 2 at their March 4, 2024 City Council meeting.

Outdoor Recreation Legacy Partnership (ORLP) funding will support recreational improvements at Comiskey Park. Federal investment will support:

- Construction of two additional full-size basketball courts;
- Development of new shaded picnic areas;
- Replacement of an older basketball court, skate spot, and tennis court with a multi-use playing field;
- Building trails throughout the park;
- Establishment of a new park entryway;
- Creation of a 53-stall parking lot; and
- Additional landscaping including trees and native plantings

Rehabilitation of Comiskey Park will complete the transformation of this well-loved and well-used public space. The proposed improvements are a result of the extensive "Re-Imagine Comiskey" community engagement process that involved input sessions, focus groups, community surveys, and a music-infused Hip Hop PARKitecture workshop designed for children ages 10-17. Key planning participants included local neighborhood associations, the Dubuque Community School District youth, youth organizations, and non-profit community partners.

Key project milestones outlined in the grant include completion of final design (currently 98% complete), permits secured (100% complete), final IDNR clearances (98% complete) CDBG approvals (just beginning as starts at this stage of final design), construction commences (spring 2026), with construction completion targeted for fall of 2026.

The total investment in Phase 1 and 2 to complete the Reimagine Comiskey project is $6,417,422 with grants and CDBG covering $3,320,029 of the total (52%).

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 Ware, Acting Project and Facilities Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nathan Kelleher, Budget/Financial Analyst
Jared Charland, Project and Facilities Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Stephen J. Fehsal, Interim Parks and Recreation Director

SUBJECT: Notice of Award and Request to Execute Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy (ORLP) Grant

DATE: September 11, 2025

INTRODUCTION

The purpose of this memo is to provide information on the award of the Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant and request execution of the grant agreement.

BACKGROUND

Reimagine Comiskey Phase 1 project included a new playground, splash pad, a basketball court, walkway additions, seating walls, park amenities like litter receptacles, bike racks, picnic tables, etc., one small and one larger shade picnic shelters, trees, landscaping, bioswale, native seeding, and other improvements. June 29, 2023 Reimagine Comiskey Park Phase 1 opened to the public.

The Phase 1 project had a variety of funding sources. The City of Dubuque was awarded a $508,000 Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program grant from the National Park Service to expand outdoor recreational opportunities in the park. That grant was matched with City of Dubuque capital improvement funding in the amount of $1,393,545 and Housing and Urban Development Community Development Block grant funding in the amount of $429,480. The Wellmark Foundation awarded the project $100,000 as a part of Wellmark's Large MATCH Grant Program, used toward the addition of a splash pad and expansion of basketball courts at the park and a $25,000 America In Bloom/CN EcoConnexions From the Ground Up grants for trees, native forbes, and grass seed, shrubs, and flowers. The total project cost of Phase 1 was $2,456,025.

During Phase 1 construction staff began searching for grants to assist with Phase 2 funding. The Outdoor Recreation Legacy Partnership (ORLP) program assisted in funding Phase 1. Prior to round 7 funding, communities were not eligible to reapply for a second grant on the same property. The round 7 Notice of Funding Opportunity (NOFO) for ORLP was changed to allow this, making it a grant that could be sought again. The City Council approved the ORLP application for Reimagine Comiskey Phase 2 at their March 4, 2024 City Council meeting.

DISCUSSION

Outdoor Recreation Legacy Partnership (ORLP) funding will support recreational improvements at Comiskey Park in Dubuque, Iowa. The project will provide disadvantaged residents in the North End and Washington neighborhoods with greater opportunities for play and leisure activities. National Park Service (NPS) resources will benefit people who live in Census Tract 19061000500, with 24.1% poverty (compared to 12.5% nationally), a median household income of $37,952 (less than the national level of $75,149), and a significant minority population (23.7%). Federal investment will support:

- Construction of two additional full-size basketball courts;
- Development of new shaded picnic areas;
- Replacement of an older basketball court, skate spot, and tennis court with a multi-use playing field;
- Building trails throughout the park;
- Establishment of a new park entryway;
- Creation of a 53-stall parking lot; and
- Additional landscaping including trees and native plantings

Rehabilitation of Comiskey Park will complete the transformation of this well-loved and well-used public space. The proposed improvements are a result of the extensive "Re-Imagine Comiskey" community engagement process (supported with a previous ORLP grant) that involved input sessions, focus groups, community surveys, and a music-infused Hip Hop PARKitecture workshop designed for children ages 10-17. Key planning participants included local neighborhood associations, the Dubuque Community School District youth, youth organizations, and non-profit community partners.

Key project milestones outlined in the grant include completion of final design (currently 98% complete), permits secured (100% complete), final IDNR clearances (98% complete) CDBG approvals (just beginning as starts at this stage of final design), construction commences (spring 2026), with construction completion targeted for fall of 2026.

Award Amount: $1,980,698.75
Match Required: Yes
Match Funding Source: City of Dubuque capital funding (FY26) $1,697,000 and City of Dubuque CDBG funding FY 24 and FY 25 $276,850, $6,850 FY 26 budget amendment 1 carryover request Project # 3049900007 savings from Comiskey Landscaping
Match Amount: $1,980,700
Anticipated Receipt of Money: Reimbursement grant 1:1, ongoing as money is spent
Department Involved: Parks and Recreation

The total investment in Phase 1 and 2 to compete the Reimagine Comiskey project is $6,417,422 with grants and CDBG covering $3,320,029 of the total (52%).

The grant agreement has been reviewed by Sr Counsel Barry Lindahl.

GRANT OBJECTIVE

The purpose of the National Park Service Outdoor Recreation Legacy Partnership program (ORLP) grant is to provide significantly improved recreation opportunities in urban, disadvantaged communities, consistent with the purposes and requirements of the LWCF Act and LWCF manual. To meet ORLP objectives and goals, the project must meet recreational goals as identified in and align with at least one priority of Iowa's State Comprehensive Outdoor Recreation Plan (SCORP), be in a city of 30,000 or more and be located within a census tract that is determined to be disadvantaged per the Climate and Environmental Justice Screening Tool. Dubuque meets all those.

The ORLP Round 7 program competition priorities are projects that as green and blue spaces, and tree cover help to cool the air, reduce pollution, and have positive effects on mental and physical health, nature-based projects earned a 5-point bonus. Nature-based projects are those where nature is a major element of, or strongly supports, the proposed recreational activity. Additional benefits include, but are not limited to, projects that: expand public-private partnerships to leverage matching share resources, provide economic benefits to the local community, use sustainable design/materials, include site features that consider the needs of all demographics, and/or involve the redevelopment of blighted or distressed property.

GOAL(S) ADDRESSED

Council Goal: Diverse Arts, Culture, Parks, and Recreation: Experiences and Activities

Outcome

Have well-built, well maintained and upgraded parks, parks amenities and recreational/park facilities

Values(s)

Choice for residents' leisure time
Family-oriented activities for all generations
Accessible, equitable and diverse recreational and enrichment programs, facilities and activities
Enriches quality of life
Access to quality parks, facilities and park amenities for all

ACTION REQUESTED

The purpose of this memorandum is to provide information on the award and request approval of and execution of the Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant agreement.

Prepared by Marie L. Ware, Acting Project and Facilities Manager

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nathan Kelleher, Budget/Financial Analyst
Jared Charland, Project and Facilities Manager

IOWA DEPARTMENT OF NATURAL RESOURCES

GOVERNOR **KIM REYNOLDS**

DIRECTOR **KAYLA LYON**

September 8, 2025

MARIE WARE
CITY OF DUBUQUE
50 WEST 13TH STREET
DUBUQUUE, IA 52001

Re: Project #19-01402, REIMAGINE COMISKEY PARK - PHASE 2

This letter is to inform you that the National Park Service has approved federal assistance from the Land & Water Conservation Fund, under the Outdoor Recreation Legacy Program, for the project identified above.

Attached is your Project Agreement #19-01402, REIMAGINE COMISKEY PARK - PHASE 2, between the Iowa Department of Natural Resources, Land and Water Conservation Fund and the CITY OF DUBUQUE. Please have the appropriate official sign and email the Agreement to my attention. A fully executed copy will be returned to your office. The beginning date of the project agreement is the date the project is officially approved by the National Park Service, or the date a waiver of retroactively had been granted.

No costs will be reimbursed for items purchased prior to the beginning date of the project agreement (except preliminary construction costs for items such as site planning, construction design, feasibility studies, etc., or unless a waiver of retroactively has been granted).

Please read the enclosed agreement and general conditions from your application to be aware of your obligations. All acquisition and/or development work must be completed by the expiration date. If you have any questions, please contact me at 515-720-2006.

Sincerely,

Kathleen Moench
Budget and Finance Bureau

Enclosures

Iowa Department of Natural Resources
FEDERAL LAND AND WATER CONSERVATION FUND – Outdoor Recreation Legacy Partnership (ORLP)
CFDA #: 15.916, Outdoor Recreation/Acquisition, Development & Planning

FEDERAL PROJECT #: P25AP01953
STATE ORLP PROJECT #: 19-01402

NAME OF GRANTEE:	CITY OF DUBUQUE
ADDRESS:	50 WEST 13TH STREET DUBUQUUE, IA 52001
PROJECT COUNTY:	DUBUQUE
PROJECT TITLE:	REIMAGINE COMISKEY PARK - PHASE 2
GRANT AMOUNT $:	1,980,698.75 (See Attached Approved Budget)
PROJECT PERIOD:	*9/3/2025 – 9/2/2028*
PROJECT SCOPE:	CONSTRUCTION OF BASKETBALL COURTS, DEVELOPMENT OF SHADED PICNIC AREAS, REPLACEMENT OF AN OLDER COURT WITH A MULTI-USE PLAY FIELD, BUILDING CONNECTION TRAILS THROUGHOUT THE PARK, ESTABLISHMENT OF A NEW PARK ENTRYWAY, CREATION OF A PARKING LOT, AND THE ADDITION OF SITE AMENITIES SUCH AS BENCHES, LIGHTING, SEATING, BIKE RACKS, AND LANDSCAPING, LOCATED IN COMISKEY PARK, OFF OF EAST 24TH STREET, DUBUQUE, DUBUQUE COUNTY, IOWA.
DNR CONTACT:	KATHLEEN MEONCH, 515-720-2006, KATHLEEN.MOENCH@DNR.IOWA.GOV

FEDERAL (calendar year) AND STATE (fiscal year) REPORTING:

A. Annual Federal Progress and Financial Reporting:
Annual Federal Reports include the Federal Financial Report (FFR) and Performance Progress Report (PPR). The Grantee is required to email the Department contact with a summary of **calendar** year annual expenses on the project along with a short narrative of project accomplishments, including any concerns or issues that have developed, by the following dates. (An example report for both has been included as Attachment A)

Year 1 Reports Due: 12/29/2026
Year 2 Reports Due: 12/29/2027
Year 3 Reports Due:
Final Reports Due: 12/31/2028

B. Annual State Financial Reporting:
Fiscal Year reporting required by the State. Grantees are required to send an annual email to the DNR Contact by July 30, providing the total grant expenses for the **fiscal** year (July 1 – June 30), and cumulative from the start of the project. The email should include the following language:

1. LWCF Program; Grant #: _____, Project Title: _____
2. Total Grant Expenditures for the current Fiscal Year (July 1 – June 30): $_____
3. Cumulative Years Grant Expenditures through June 30: $_____

"I certify that the above grant expenditures are accurate and have been incurred as of June 30, 20__, in accordance with the terms of the Grant Agreement."

The State of Iowa, represented by the Director, Department of Natural Resources, and the local agency named below, mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) as amended, with the general provisions attached hereto and made a part

hereof, and with the approved project proposal including attachments and any amendment thereto which have been or will be submitted for this project.

The State hereby promises, in consideration of the promises made by the local agency herein, to take the necessary steps and action and to attempt to enter an agreement and any necessary amendments to obtain federal cost-sharing for that portion of the project cost referred to herein as "Fund Amount," to accept such funds from the United States and disburse the same to reimburse the local agency that portion of the total project cost that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Iowa funds for the project costs described herein. It is further understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

SPECIAL TERMS AND CONDITIONS FOR YOUR GRANT AGREEMENT:

Grantee must comply with the following special terms:

1. ***Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures with includes the Council of Environmental Quality's rescinded regulations implementing NEPA, previously found at 40 C.F.R. Parts 1500-1508, as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.***
2. ***Based on all information provided by the recipient, the NPS has made a NEPA determination for all activities listed in the Statement of Work (SOW) approved by the Financial Assistance Awarding Officer (FAAO) and the NPS LWCF Agency Official responsible for NEPA determination. This authorization is specific to the project activities and locations as described in the SOW approved by the FAAO and the NPS LWCF Agency Official. Should conditions or the scope of the action change, the Recipient must notify the Federal Project Officer and receive written response and notice prior to proceeding.***
3. ***The Recipient is authorized to incur pre-award costs up to $300,000.00 on or after 05/01/2024.***

A final billing for reimbursement shall be submitted to the State not later than 90 days following the expiration of the project period. See Sections "A" and "B" of the attached General Provisions for required documentation. Failure to do so shal may be cause for termination of the project with no further reimbursement of funds. The grantee shall comply with 43 CFR Part 12, Subpart B -Audit Requirements for State and Local Governments and with 2 CFR Part 200, 2 CFR Part 1402.

The grantee shall comply with the Build America, Buy America Law, Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58, unless a waiver is applied for and approved by the Department of Interior and the Made in America Office.

STATE OF IOWA	LOCAL AGENCY
By: _____	By: _____
Kayla Lyon, Director Iowa Department of Natural Resources	Signature _____ Name & Title:
9/3/2025_____ Date	

DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

A. ACQUISITION PROJECTS - PERFORMANCE & ADMINISTRATION

A.1 ACCOUNTS & RECORDS

1. The participating agency will establish a separate account for each land acquisition project which will be identified by the number assigned to the project by the NPS. Supporting documents such as claims for land costs should also be referenced with the NPS project number.

2. All financial records pertaining to the project must be kept readily available for examination by Federal auditors. All such records shall be retained for inspection for a period of three years after the project is completed or terminated and a final audit on the project conducted.

A.2 PROJECT BILLING & DOCUMENTATION

Upon a reviewed and approved appraisal notification, a project billing may be submitted for purchase of the property(s). The following documents are required for your final reimbursement.

1. Statement of Just Compensation for each tract of land.
2. Signed Offer to Buy.
3. Statement of Differences in Value for each tract (when necessary).
4. Certificate of Title for each tract of land prepared by the participating agency's official legal officer.
5. Photocopies of the deed(s).
6. Photocopies of cancelled checks for payment of land and incidental expenses.

B. DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION

B.1 PROJECT PERFORMANCE

1. Performance of Construction by Contract. When the total value of construction work to be performed by a contract exceeds $25,000, the following requirements shall apply with respect to performance of the work:
   A. Bids and Awards. Competitive open bidding shall be required, unless the National Park Service (NPS) waives the requirement. When the Participant considers the lowest bidder unqualified, incapable or not responsible, the next lowest bidder may be approved. Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to the approval of the NPS.
   B. Change Orders. The organization involved shall issue written change orders to the contract for all necessary changes to the facility. Any change which alters the nature or purpose of the facility must be approved by the Director, NPS. Such change orders shall be filed and preserved for a period of

three years after the completion of the project. Change orders should be made part of the project file and kept for audits.

C. Information to be Given Bidders Concerning Federal Funds. The Participant or State shall inform bidders that federal funds are being used to assist in construction. It is preferable to include this information in notices released prior to the issuance of bid invitations.

D. Acceptance of the Contract Work. The Participant or State has full responsibility for determining that the recreation facility is complete and ready for acceptance.

2. Compliance With State and Local Laws. Construction must comply with those State and Local laws, the violation of which may endanger the completion or utilization of the facilities. Any penalties assessed for noncompliance cannot be matched with federal funds.

3. Compliance With Federal Laws. The organization involved, and contractors shall comply with all Federal laws pertaining directly and indirectly to the proposed construction, including Executive Order 10925, as amended by the Executive Order 11114, which prohibits discrimination in employment.

B.2 PROJECT BILLINGS & FINAL REIMBURSEMENT REQUIRED DOCUMENTATION

Reimbursement Requests:

1. Reimbursement of expenses will be at the approved % of the Grant Award to the total project costs. Project billings shall be submitted to the State on the following basis:
   A. Requests may be submitted as frequently as required to meet the needs of the Grantee to disburse funds for the Federal share of project costs.
   B. Requests for reimbursements must be limited to the amount of disbursements made for the Federal share of direct project costs.

Final reimbursements require the following documentation:

1. A letter requesting final reimbursement, with a paragraph on what was completed, the total expenditures, and the Project # and title.
2. Photos of the completed project and the location of the LWCF sign. Project signs can be ordered through Iowa Prison Industries to post at the site; https://www.iaprisonind.com/ipig104-funded-by-reap-w-logo-12x12.aspx
3. Legal description of the property for the required Notice of Use Restriction
4. Copies of billings/invoices/contracts and corresponding canceled checks for 100 percent of the project with the grant funds identified.
5. The required final report, as described on the first page of this agreement, using Attachment “A”.

B.3 BUILD AMERICA, BUY AMERICA (BABA)

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit
https://www.doi.gov/grants/BuyAmerica
Additional information can also be found at the White House Made in America Office website:
https://www.whitehouse.gov/omb/management/made-in-america

Waivers from BABA
When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:
https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers

B.4 ACCOUNTS & RECORDS

1. Financial Responsibility. The State shall be responsible for the financial management of accepted projects. Appropriate internal controls must, therefore, be adopted and installed to insure that the project is accomplished in the most efficient and economical manner.

2. Accounting For Funds Received. The State shall provide such fund accounting procedures as may be necessary to assure proper disbursement and accounting for Fund monies paid to the State pursuant to the Act. The accounting procedure should be based on generally-accepted accounting standards and principles and generally meet the following minimum requirements, unless the Director, NPS agrees to exceptions:

A. Establishment of separate accounts and supporting documents for each project. Each project account should be identified by the number assigned to the property by the NPS (i.e. 19-00600).
B. Identification of all receipts in sufficient detail to show the source of such receipts.
C. Itemization of all supporting records to project expenditures in sufficient detail to show the exact nature of each expenditure.
D. Cross-referencing to each expenditure with the supporting purchase order, contract, voucher, bill, etc.
E. Maintenance of adequate records, approved by he appropriate official, to show that all salaries and wages charged against projects are authorized.
F. Identification of invoices/vouchers charged to project number, account number date, and expense classification.
G. When payment is by check, the canceled check should be identified and filed, when by cash, they must be supported by receipts.
H. Establishment of adequate internal systems of financial control following generally-accepted accounting and auditing principles.

3. Record Retention. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project, must be kept readily available for examination by duly-authorized representatives. All such records shall be retained and available for inspection for a period of three years after final payment.

B.5 REPORTING

Your Grant Agreement identifies two required yearly reports. Annual Federal Reports include the Federal Financial Report (FFR) and Performance Progress Report (PPR). These reports should include a summary of activities completed during the report period and a financial report of expenditures for the reporting period and to date. No specific report format is required, an example has been provided as Attachment A. A Fiscal Year State Report is required by July 30 annually. The format for this summary is included in your Grant Agreement, Section B.

If any additional reporting is required for your project, it will be included in Special Terms and Conditions Section on the signature page of your Grant Agreement.

B.6 POST COMPLETION INSPECTIONS

The Grantee agrees to keep the park and area in outdoor recreation in perpetuity. As such 5 year post completion inspection reports will be sent to the Grantee to cerfify this agreement and report any issues at the site.

B.7 NOTICE

It is essential that the project be developed in conformance with the project proposal submitted and the project agreement. This is particularly true regarding the number of facilities to be constructed or installed. The Department and the NPS must approve any significant change in location or number of facilities before work can begin.

ANY DEVIATION FROM THESE INSTRUCTIONS MAY JEOPARDIZE YOUR FEDERAL ASSISTANCE ON SOME PORTION OF YOUR PROJECTS.

SHADED AREA FOR DNR USE ONLY

ACCOUNTING DEPT. RETURN ONE COPY TO: KMOENCH _____
DOC #: _____ DATE: _____
CITY OF DUBUQUE
50 WEST 13TH STREET
DUBUQUUE, IA 52001
STATE ID #: 1ST PYMT DOC #: _____

FUND/DEPT/ORG/$ _____

DEPARTMENT OF NATURAL RESOURCES
PROJECT BILLING - LAND & WATER CONSERVATION FUND

Project billings must be accompanied by all required documentation (invoices, canceled checks, deeds, etc.) covering expenditures included in the billing.

Grant Recipient: CITY OF DUBUQUE Project #: 19-01402
Project Title: REIMAGINE COMISKEY PARK - PHASE 2
Final Billing: Y or N

Use the table below to list your budget items and the expenditures for each item. You should follow the budget items provided with your grant proposal as closely as possible.

Budget Item	Budget Amount	**Expenditures This Billing**	**"To Date" Item Expenditures**
Totals			
		Less Expenditures In Excess of Total Authorized Project Budget:	
		Total "To Date" Expenditures:	
		CLAIM REQUEST (__% OF "TO DATE" EXPENDITURES):	
		LESS PREVIOUS PAYMENTS OF:	
		TOTAL CLAIM TO BE PAID:	

Land Acquisition - List each parcel separately by parcel #. Use purchase price or appraised value, whichever is the lesser.

I certify that this billing is correct and just based upon actual payment(s) of record by the grant recipient, and that the work and services are in accord with the approved grant.

Signature: _____ Date: _____
Print Name: _____
Title: _____ Phone #: _____

Sign and Email to:
LWCF Program Contact, Budget & Finance Bureau
Iowa Department of Natural Resources
6200 Park Avenue, Suite 200
Des Moines, IA 50321

Grantee Letterhead

Federal LWCF Annual Reporting – Performance Progress Report (PPR) & Federal Financial Report (FFR)

Reporting Period: 1/1/24 – 12/29/24
Grant #: 19-
Project Title:

Project/Grant Overview:
Agreement Period: agreement dates
Total Budget Amount: from application and approved agreement

Project Activities:
Brief summary of what has been accomplished throughout the year, including any issues that may be causing delays

Annual Project Expenditures (Current Reporting Period):
Summarize using approved budget line items from application - Example

Line Item	Annual Expenditures
Acquisition	
Construction	
Structures	
Utilities	
Engineering	
Total $	

Total Project Expenditures (Cummulative Years):
Summarize using approved budget line items from application

Report Prepared By:

signature

Name
Title
Email
Phone

Date Submitted:

Pictures: if available

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
09/03/2025

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.916 - Outdoor Recreation Acquisition, Development and Planning

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P25AP01953-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN P25AP01953

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 09/03/2025 **Through** *MM/DD/YYYY* 09/02/2028

7. BUDGET PERIOD *MM/DD/YYYY*
From 09/03/2025 **Through** *MM/DD/YYYY* 09/02/2028

AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

8. TITLE OF PROJECT (OR PROGRAM)
19-01402_Dubuque Reimagine Comiskey Park - Phase 2

9a. GRANTEE NAME AND ADDRESS
IOWA DEPARTMENT OF NATURAL RESOURCES
6200 Park Ave STE 200
Des Moines, IA, 50321-1371

9b. GRANTEE PROJECT DIRECTOR
KATHLEEN MOENCH
502 E. 9th Street
Des Moines, IA, 50319-0034
Phone: 5157202006

10a. GRANTEE AUTHORIZING OFFICIAL
Jessica Flatt
502 E 9th St
Des Moines, IA, 50319-5005
Phone: 515-975-8569

10b. FEDERAL PROJECT OFFICER
Nakita Lopez
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 720-305-6775

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

		I Financial Assistance from the Federal Awarding Agency Only	II Total project costs including grant funds and all other financial participation
a.	Salaries and Wages		0.00
b.	Fringe Benefits		0.00
c.	Total Personnel Costs		0.00
d.	Equipment		0.00
e.	Supplies		0.00
f.	Travel		0.00
g.	Construction		1,557,515.00
h.	Other		2,403,882.50
i.	Contractual		0.00
j.	TOTAL DIRECT COSTS		3,961,397.50
k.	INDIRECT COSTS		0.00
l.	**TOTAL APPROVED BUDGET**		3,961,397.50
m.	Federal Share		1,980,698.75
n.	Non-Federal Share		1,980,698.75

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	1,980,698.75
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	1,980,698.75
13. Total Federal Funds Awarded to Date for Project Period	$	1,980,698.75

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - (•) Yes ( ) No)
No Program Income.

GRANTS MANAGEMENT OFFICIAL:
Matthew Russell, N/A
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 2027944311

17. VENDOR CODE 0070137860 **18a. UEI** MTXKH9WP4JN6 **18b. DUNS** 010272532 **19. CONG. DIST.** 03

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0054010208-00010	$1,980,698.75	09/03/2025	09/02/2028	5035	24GW ORLP DUBUQUE REIMAGINE COMISKEY

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/02/2028	Final	12/31/2028

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/02/2028	Final	12/31/2028

AWARD ATTACHMENTS

IOWA DEPARTMENT OF NATURAL RESOURCES P25AP01953-00

1. Grant Agreement
2. Categorical Exclusion
3. Detailed Budget

Grant Agreement

Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
IOWA DEPARTMENT OF NATURAL RESOURCES

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I. LEGAL AUTHORITY

Agreement Number P25AP01953 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Iowa Department of Natural Resources (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

B. Project Objectives – This outdoor recreation grant will enhance community well-being by contributing to the maximization of recreational investments, expansion of opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The recipient, Iowa Department of Natural Resources, will pass through a subaward/subgrant to the subrecipient, City of Dubuque, to improve Comiskey Park. This project will: construct basketball courts, shaded picnic areas, trails throughout the park, park entryway, and a parking lot; replace a court with a muti-use play field, and a parking lot with a picnic area; install benches, lighting, seating, bike racks, and landscaping.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the LWCF Federal Financial Assistance Manual (v. 72.1, April 21, 2025).

3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.

4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required by statutory authority for costs incurred under this Agreement. Cost share must be provided in specified amounts as identified in the attached project budget.

VII. PRE-AWARD COSTS

The Recipient is authorized to incur pre-award costs up to $300,000.00 on or after 05/01/2024. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

VIII. AWARD AND PAYMENT

A. NPS will provide funding to the Recipient in an amount not to exceed $1,980,698.75.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Awarding Officer (AO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Unless authorized by provision VII, expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with CFR 200.407. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the

operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the second page of the Notice of Award document for FFR frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions "Manage Reports" functionality.

B. A final Performance Report and a final FFR will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

X. DETERMINATION OF RISK

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative

lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 72.1 (April 21, 2025).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the

signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

   The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

F. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.
8. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures with includes the Council of Environmental Quality's rescinded regulations implementing NEPA, previously found at 40 C.F.R. Parts 1500-1508, as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. NEPA Clearance

1. Full NEPA clearance with no conditions or restrictions:

Based on all information provided by the recipient, the NPS has made a NEPA determination for all activities listed in the Statement of Work (SOW) approved by the Financial Assistance Awarding Officer (FAAO) and the NPS LWCF Agency Official responsible for NEPA determination. The recipient is thereby authorized to use federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this award.

This authorization is specific to the project activities and locations as described in the SOW approved by the FAAO and the NPS LWCF Agency Official. Should conditions or the scope of the action change, the Recipient must notify the Federal Project Officer and receive written response and notice prior to proceeding. NPS will evaluate whether this determination remains applicable or if additional environmental review is necessary.

C. Other Award Specific Conditions

N/A

XII. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% minimus rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

3. RESERVED

4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be

consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

i. Submit the information required about each proceeding that:
ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
iii. Reached its final disposition during the most recent five-year period; and
iv. Is one of the following:
   a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
   b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more; or

c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages more than $100,000; or
d) Any other criminal, civil, or administrative proceeding if:
   1. It could have led to an outcome described the award terms and conditions.
   2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
   3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

i. For purposes of this award term and condition:
   a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
   b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
   c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
      1. Only the Federal share of the funding under any Federal award with a recipient cost share; and

2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per National Park Service Director Policy Memorandum 14-05, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

(i) NPS personnel as operators or crew;
(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities follow all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement,

provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and

whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be

requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

14. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

15. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

16. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

17. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

18. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

20. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

21. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

22. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

23. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required

disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

25. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

26. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SERCRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award.

LWCF

National Park Service
U.S. Department of the Interior

State and Local Assistance Programs

19-01402, Reimagine Comiskey Park Phase II Dubuque, Dubuque County, Iowa

Proposed Federal Action

Approval of a Land and Water Conservation Fund (LWCF) grant to partially fund grant number 19-01402, Reimagine Comiskey Park Phase II which includes constructing two new full-sized basketball courts; remove obsolete basketball court, skate spot, tennis court and softball infield. In the location of the removed obsolete facilities, constructing a multi-use playing field for sports, lawn games, and open recreation play, constructing new hard surface play area, construct fully accessible concrete pathways through the space, construct eight new shade structures, install site amenities to include seven grills, 12 picnic tables, four seat walls, 18 benches, and water fountain, establish a new park entrance, remove obsolete 18-stall parking lot, construct new 53-stall parking near the new basketball courts and Heritage Trail extension trailhead, construct and/or establish 18 bike loops, install pedestrian lighting along the site trails and along the site/street Edge, install lights at the two new basketball courts, install trees and native plants

Categorical Exclusion

This grant has been environmentally certified F(5) which states: "Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:

a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
b. introduce motorized recreation vehicles;
c. introduce active recreation pursuits into a passive recreation area;
d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
e. add or alter access to the park from the surrounding area."

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum

BRANDON PACE

Digitally signed by BRANDON PACE
Date: 2025.07.30 08:13:47 -06'00'

Brandon Pace **Date**
Supervisory Compliance Officer
Competitive Programs
Land and Water Conservation Fund
National Park Service

Cost Category	Unit of Measure	Number of Units	Cost Per Unit	Line Item Cost	Federal Share	Match Share	Cost per Category	Pre-Award Cost	Pre-Award Date Incurred	Cost Subject to 25% Cost Restriction	Lump Sum Detail
1. Administration & Legal Expenses											
2. Land, Structures, Rights-of-Way, Appraisals											
3. Relocation Expenses and Payments											
4. Architectural and Engineering Fees					$209,141.00	$209,141.00	$418,282.00				
Design, engineering/environmental services, construction docs, bidding services, consultant	*LS[1]*	*1*	*$418,282.00*	*$418,282.00*	*$209,141.00*	*$209,141.00*		*$293,000.00*	*March 2024 - November 2025*		*Project mobilization ($97,000); traffic control ($15,000); construction fencing ($19,532); erosion control permitting and coordination ($16,000); archeo monitor ($7,000); bonds ($20,000); project manager ($35,750); waste disposal ($3,000); inspections and testing ($2,000); safety and site cleaning ($15,000); erosion control ($13,000); sanitary systems ($20,000); storm systems ($87,000); water systems ($18,000); landscaping services ($50,000)*
Contingency 25%				*$104,570.50*							
5. Other Architectural and Engineering Fees					$23,500.00	$23,500.00	$47,000.00				
Construction services, project management	*Hours*	*246*	*$69.11*	*$17,000.00*	*$8,500.00*	*$8,500.00*				*$17,000.00*	
Construction surveying and staking	*LS[2]*	*1*	*$30,000.00*	*$30,000.00*	*$15,000.00*	*$15,000.00*		*$7,000.00*	*May 2024 - November 2025*		*Surveying ($25,000); staking ($5,000)*
Contingency 25%				*$11,750.00*							
6. Project Inspection Fees											
7. Site Work					$535,660.50	$535,660.50	$1,071,321.00				
Rough and Fine Grading	*Acres*	*4*	*$20,000.00*	*$80,000.00*	*$40,000.00*	*$40,000.00*					
Subgrade Materials Installation	*Sq Ft*	*32,870*	*$2.00*	*$65,740.00*	*$32,870.00*	*$32,870.00*					
Topsoil	*Cu Yd*	*1,220*	*$70.00*	*$85,400.00*	*$42,700.00*	*$42,700.00*					
Concrete: Pathways & Basketball Courts (2)	*Sq Ft*	*30,752*	*$14.00*	*$430,528.00*	*$215,264.00*	*$215,264.00*					
Parking Lot, Curb, Gutter, Striping, Lights, Electrical	*LS[3]*	*1*	*$297,325.00*	*$297,325.00*	*$148,662.50*	*$148,662.50*					*HD concrete (9,920 SF * $14/SF = $138,880); LD pavement (15,703 SF * $5.50/SF = $86,365); curb and gutter (873 LF * $50/LF= $43,650); drive apron (501 SF * $18/SF=$9,018); parking lot striping (1,313 LF * $2.00/LF= $2,626); parking lot light fixtures (2 @ $875 ea = $1,750); parking lot light poles (2 @ $725 ea = $1,450); conduit, wiring and installation ($13,586)*
Surfacing: Basketball Courts (2) & Play Area	*Sq Ft*	*9,293*	*$6.00*	*$55,758.00*	*$27,879.00*	*$27,879.00*					
Retaining Wall	*Face Feet*	*175*	*$50.00*	*$8,750.00*	*$4,375.00*	*$4,375.00*					
Site Utilities: Storm Basin, Piping, Water Services	*LS[4]*	*1*	*$47,820.00*	*$47,820.00*	*$23,910.00*	*$23,910.00*					*Storm basin structure ($5,000 ea); drains/cleanouts/apron (2 @ $500 ea, 4 @ $3,000 ea, 2 @ $600 ea = $14,400); utility adjustment ($2,000 ea), bioretention system (342 SF * $5/SF = $1,710); subdrain pipe system (354 LF * $55/LF = $19,470); trench excavation and backfill (524 LF * $10/LF = $5,240)*
Contingency 25%				*$267,830.25*							
8. Demolition and Removal					$37,500.00	$37,500.00	$75,000.00				
Demo of existing features within boundary	*LS[5]*	*1*	*$50,000.00*	*$50,000.00*	*$25,000.00*	*$25,000.00*					*Curb and gutter removal (639 LF * $7.00/LF = $4,473); fence removal (686 LF * $5/LF = $3,430); asphalt and pavement removal (3,563 SY * $11/SY = $39,193); retaining wall demo (145 LF * $20/LF = $2,900)*
Demo and disposal subgrade materials and soils	*LS[6]*	*1*	*$25,000.00*	*$25,000.00*	*$12,500.00*	*$12,500.00*					*Topsoil stripping and stockpiling (0.32 AC * $6,000/AC = $1,920); landscape clearing and grubbing (2,664 SF * $2 /SF = $5,328); storm piping removal (165 LF * $40/LF = $6,000); meter socket demo (1 @ $1,000 ea); fiber vault demo ($1 @ $500 ea), utility structures removal (2 @ $2500 ea = $5,000), soil handing / disposal ($5,250)*
Contingency 25%				*$18,750.00*							
9. Construction					$778,757.50	$778,757.50	$1,557,515.00				
Tree Protection (Existing Trees)	*Trees*	*17*	*$450.00*	*$7,650.00*	*$3,825.00*	*$3,825.00*					
New Trees	*Trees*	*48*	*$1,200.00*	*$57,600.00*	*$28,800.00*	*$28,800.00*					
Seed Lawn	*Sq Yd*	*13,975*	*$10.00*	*$139,750.00*	*$69,875.00*	*$69,875.00*					
Native Plantings	*Sq Yd*	*2,001*	*$15.00*	*$30,015.00*	*$15,007.50*	*$15,007.50*					
Ornamental Plantings	*Sq Ft*	*15,970*	*$20.00*	*$319,400.00*	*$159,700.00*	*$159,700.00*					
Curb Around Planting Beds	*Ln Ft*	*624*	*$30.00*	*$18,720.00*	*$9,360.00*	*$9,360.00*					
Lighting & Electrical Service Installation	*LS[7]*	*1*	*$15,000.00*	*$15,000.00*	*$7,500.00*	*$7,500.00*					*Electrical equipment and misc infrastructure ($5,000 ea), conduit, wiring and installation ($10,000 ea)*
Installation of Fixtures, Furnishings, and Equipment	*LS[8]*	*1*	*$495,030.00*	*$495,030.00*	*$247,515.00*	*$247,515.00*					*Salvage and reinstall features (4 @ $500 ea, 5 @ $800 ea = $6,000); water service: connection to building and water fountains (366 LF * $85.00/LF = $31,110); tree protection fencing (961 LF * $4.50/LF = $4,324); electrical handholes (55 @ $600 ea = $33,000); bark mulch planting bed surfacing (361 SY * $10.56/SY = $3809); flagstone splashpads bioretention (2 @ $400 ea = $800); shovel cut edging with bark mulch infill (417 LF * 12/LF = $5,004); EC mat for bioretention basin (778 SF * $25/SF = $19,450); cast in place concrete splash flumes for shelters (21.7 SF * $25/SF = $543); site furnishings - labor ($43,000), open air structures - labor ($25,000); seat walls - labor ($9,000); surfacing and foundations ($145,000), fences/gates - labor ($6,000); sports light poles and fixtures - labor ($30,000); pedestrian light poles and fixtures - labor ($20,000); landscaping - labor ($17,000); surfacing - labor ($60,000); electrical -Alt 2 ($35,000)*
Basketball Hoops	*Ea*	*8*	*$3,000.00*	*$24,000.00*	*$12,000.00*	*$12,000.00*					
Shade Structures and Structure Lighting	*Ea*	*1*	*$25,750.00*	*$25,750.00*	*$12,875.00*	*$12,875.00*					
Shade Structures and Structure Lighting	*Ea*	*7*	*$15,750.00*	*$110,250.00*	*$55,125.00*	*$55,125.00*					
Pedestrian Lights	*Ea*	*37*	*$3,500.00*	*$129,500.00*	*$64,750.00*	*$64,750.00*					
Basketball Court Lights	*Ea*	*2*	*$18,500.00*	*$37,000.00*	*$18,500.00*	*$18,500.00*					
Park Entry Sign and Lights	*LS[9]*	*1*	*$6,750.00*	*$6,750.00*	*$3,375.00*	*$3,375.00*					*Conduit, wiring, and installation ($4,550); monument sign light fixture ($450 ea); monument sign w/ footings ($1,750 ea)*
Seatwalls	*LF*	*320*	*$175.00*	*$56,000.00*	*$28,000.00*	*$28,000.00*					
Grills	*Ea*	*7*	*$300.00*	*$2,100.00*	*$1,050.00*	*$1,050.00*					
Benches	*Ea*	*18*	*$1,750.00*	*$31,500.00*	*$15,750.00*	*$15,750.00*					
Bike Loops	*Ea*	*18*	*$250.00*	*$4,500.00*	*$2,250.00*	*$2,250.00*					
Picnic Tables	*Ea*	*12*	*$3,250.00*	*$39,000.00*	*$19,500.00*	*$19,500.00*					
Drinking Fountain with Bottle Filler	*Ea*	*1*	*$8,000.00*	*$8,000.00*	*$4,000.00*	*$4,000.00*					
Contingency 25%				*$389,378.75*							
10. Equipment											
11. Miscellaneous											
13. Contingencies					$396,139.75	$396,139.75	$792,279.50				
20% Project Contingency (rounded)			*$792,279.50*								
Totals					**$1,980,698.75**	**$1,980,698.75**	**$3,961,397.50**				

This budget includes a contingency in the amount of 25% in the following cost categories to cover fluctuating project costs associated with inflation, the bidding environment, material and labor costs as well as to accommodate any revisions necessary during planning and design: architectural and engineering fees, site work, demolition, and construction.

The project budget and contingency costs are based on consultant expertise, Comiskey Park Phase 1 project totals, and similar projects in the Midwest region.

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September 15, 2025

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Commercial Air Service Minimum Revenue Guarantee
SUMMARY:	City Manager providing an update on efforts related to commercial air service and to request City Council approval to commit additional funds for the minimum revenue guarantee needed to maintain the existing daily commercial air service at the Dubuque Regional Airport.
SUGGUESTED DISPOSITION:	Receive and File; Council Direction

ATTACHMENTS:

1. MVM Memo
2. Travel Dubuque
3. GDDC
4. Dubuque Area Chamber of Commerce
5. Public Input_Uploaded 9.15.25
6. Presentation - Uploaded 9.15.25
7. Loras College - Uploaded 9.15.25
8. University of Dubuque - Uploaded 9.15.25

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Commercial Air Service Minimum Revenue Guarantee

DATE: September 11, 2025

INTRODUCTION

During annual goal-setting sessions in 2022, 2023, and 2024, you identified commercial air service as a top priority for the community. The purpose of this memorandum is to provide an update on efforts related to that priority and to request your approval to commit additional funds for the minimum revenue guarantee needed to maintain the existing daily commercial air service at the Dubuque Regional Airport.

In commercial air service, a minimum revenue guarantee (MRG) is an agreement whereby a municipality or airport operator guarantees an airline a certain amount of revenue for a new, established, or expanded air route. If the airline's actual revenue from that service falls short of the guaranteed amount during a defined period, the local entity pays the airline the difference, reducing the airline's financial risk and encouraging new service or competition. MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses. By fostering new or expanded air service, MRGs help support local economies by supporting local business and leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, Dubuque offered daily commercial air service with three flights a day to Chicago (O'Hare) on American Airlines, destination charters on Sun Country Airlines to Biloxi and Laughlin, and private charters (examples: Honor Flight, MLB, VIP) operating out of the Captain Robert L. Martin Terminal.

In calendar year 2019 (pre-COVID), FAA enplanements reported 36,521 passengers flew from Dubuque to O'Hare as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from Dubuque to O'Hare daily and a total of 73,184 outbound and inbound total passengers.

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020. In response to the pandemic's impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced in June 2022 they were suspending service to Dubuque starting September 7, 2022, citing the national pilot shortage.

As a result of the loss of daily scheduled air service, a Commercial Air Service Team (CAST) was formed and eventually evolved into a 501(c)6 not for profit, DBQ Air, with board members combined from private public organizations:

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

DBQ Air applied for a "refreshed" Small Community Air Service Development (SCASD) grant, increasing federal participation from $775,000 to $1,500,000. The DOT approved the grant, and the Airport Commission executed the grant on November 7, 2023. The SCASD program is designed to help small communities address air service issues. SCASD can involve revenue guarantees, financial assistance for marketing programs, start-up costs, and studies. The strategic plan includes the restoration of nonstop daily scheduled service to a hub and to improve regional connections to the nation and world for business and leisure travelers.

DBQ Air, working with DBQ Air Service Consultant Matt Skinner from Global Flights, began meeting weekly to restore daily scheduled service and explore additional service. Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to O'Hare on Denver Air Connection utilizing an ERJ145 aircraft (50 Seat).

Utilizing the SCASD grant and FAA Air Carrier Incentive Program (which includes fee reduction, fee waiver, or use of airport revenue for acceptable promotional costs, where the purpose is to encourage an air carrier to start or increase service), Denver Air began service on November 4, 2024, featuring interline agreements with United and American for hundreds of convenient connections beyond O'Hare.

Overcoming Challenges
Dubuque has overcome several challenges prior to and since the restoration of commercial air service in November 2024.

- **No Commercial Air Service at Dubuque for 2 Years:**
  It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of local, commercial air service.
- **Launching New Service in November:**

Nationally, November through February are low passenger travel months.

- **Afternoon Flight Time:**
  Although the afternoon flight time was the only option available to restore service at Dubuque, businesses expressed concerns that the afternoon flight was not ideal for business travel. Many noted this schedule would require them to incur an additional night of travel. (The afternoon flight and November start were the only option at time of negotiations). This challenge eventually led to Dubuque Air working with Denver Air and O'Hare to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
- **Construction at O'Hare:**
  After the announcement of the new service, O'Hare advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service for all Dubuque passengers. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal from November to early May. Mayor Cavanagh and Denver Air petitioned O'Hare's gate director and ultimately restored gate operations and jet bridge service at Gate G2. The first departure from O'Hare's gate was May 15, 2025.
- **No Other Federal or State Funding Options Available:**
  Dubuque Air and Dubuque and Dubuque County elected officials have unsuccessfully advocated with federal and state legislators for options to be added to existing programs such as Essential Air Service, altering SCASD language, or starting a new program that would assist airports similar to Dubuque.
- **Mainline Air Carriers (American, United, Delta, Southwest):**
  A City official met with American and was told adding regional markets like Dubuque is not in their plans. They will continue to rely on regional carriers to supply passengers to mainline airports. Matt Skinner, Dubuque Air Service Consultant, also regularly meets with all mainline carriers who have conveyed the same message.
- **Competing Regional Airports:**
  Cedar Rapids (CID), Madison (MSN), and Moline (MLI) are all competing for passengers and marketing their service in the Dubuque Regional Airport catchment area.

SURVEYS

December 2023, prior to pursuing daily scheduled air service a survey was part of a broader study effort to provide a detailed understanding of the want and need for commercial air service at the Dubuque Regional Airport, among a variety of stakeholders and regional users. The results of the study are intended to provide information for purposes of air planning, air service and airport development, overall economic planning and development, transit forecasting and development, and partnerships and participation in a variety of multi-community and regional efforts.

Employer & Resident Surveys

Employers: 228 Responses and 28 interviews

- Strong support. Most employers (73%) support efforts to attract Dubuque air service, recognizing it might require financial guarantees.

- Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service, while with voluntary private funding efforts, 51% support with 29% neutral.
- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of $142 more for a round-trip flight from Dubuque as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of air service expansion:
    - Two-thirds (68%) expect a positive impact on their business.
    - Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents: More than 8,000 responses

- Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract Dubuque air service.
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- Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of Dubuque air service expansion.
    - 84% expect a positive impact on their household.
    - Almost all (97%) expect a positive impact on the greater Dubuque area economy.

July 2025 results from a survey targeted toward travelers flying through Dubuque clearly indicate that people who use the service have a positive experience. As of September 4, over 80 people have completed the survey. Here are some key results:

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

Population Growth

The Tri-State region's economy and population are growing, commercial air service at the Dubuque Regional Airport is critical to continued growth.

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone. Only 30 of the 99 counties in the state of Iowa grew in population from 2010-2020, and only eight of those grew by more than 5,000 people. Of those eight counties that grew by more than 5,000 people, only Dubuque County (city of Dubuque) and Scott County (city of Davenport) were outside the Polk County (city of

Des Moines)/Story County (city of Ames) and Johnson County (city of Iowa City)/Linn County (city of Cedar Rapids) corridors.

According to the US Census Bureau's Vintage 2024 population estimates, only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors. Dubuque County's continued economic and population growth is a welcome contrast to most of the rest of Iowa -- and to the 1980s when the Dubuque County lost nearly 10% of its population and unemployment soared, hitting 23% in 1983. Local commercial air service is expected and needed in growing communities.

Daily commercial air service provides a conduit to national and international students attending higher education in the tristate area:

- Loras College – Student population: Approximately 1,600
- Clarke University – Student population: Around 1,200
- University of Dubuque – Student population: 2,190
- Emmaus Bible College – Student population: 206
- Wartburg Theological Seminary – Student population: 193
- Divine Word College – Student population: 61
- University of Wisconsin–Platteville – Student population: 6,696

Economic Development

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over $805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs. One of the indicators that shows Dubuque is growing and thriving is building permit fees. Last fiscal year permit fees were $1,357,425, which is an increase of $567,937 (72%) from the prior fiscal year.

The continuation of local commercial air service is important to major projects already in the works, such as:

- **John and Alice Butler College of Osteopathic Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.
- **Field of Dreams:** The over $80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.
- **Expansion of the University of Dubuque Aviation Pilot Program:** UD is growing the program from 350 enrolled students to 500+. Currently US is constructing a new hangar, flight center, apron and parking.

- **New and Expanded Amenities and Attractions:** A new Dubuque Museum of Art; development of Wanderwood Children's Gardens; a planned new Dubuque Community Y; the over $100 million Chaplain Schmitt Island Development Plan, and numerous commercial, hotel, and housing projects under construction; investments in city infrastructure and streets.

Air service is imperative to keep this momentum moving forward. It is an infrastructure which facilitates business, tourism, and helps attract and retain residents (including students). It is an expected service, no different than high-speed internet, available land for growth, utilities, ground transportation (bus), recreation space, etc.

Funding Air Service
There are very few incentives or funding mechanisms available for Dubuque to attract and retain air service.

Essential Air Service (EAS) Program
Unlike other like-sized Iowa communities Dubuque could not participate in the EAS program in 2012 because air service at the time was self supporting and did not need to be subsidized, therefore Dubuque is currently not eligible for EAS under DOT regulations.

Managed by the U.S. Department of Transportation, the EAS program currently subsidizes commuter and certificated air carriers to serve approximately 60 communities in Alaska and 115 communities in the lower 48 contiguous states that otherwise would not receive any scheduled air service. Requirements for receiving EAS funding for communities were set in the Airline Deregulation Act of 1978 and include: Communities were more than 70 highway miles from large or medium hub airport, communities that require a per-passenger subsidy rate of $200 unless community is farther than 210 highway miles from large or medium hub airport.

The Airline Deregulation Act of 1978 also guaranteed that communities served by air carriers before deregulation (1978) would continue to receive a certain level of scheduled air service. If an air carrier could not continue that service without incurring financial loss, the DOT could use EAS funding to award the carrier willing to provide service.

The FAA Modernization and Reform Act of 2012 included reform measures that a community must have a minimum number of enplanements to remain eligible for the subsidy. It also provided the wording, "to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011." *Air Service at Dubuque was self supporting during this time therefore not participating or eligible*

As of October 1, 2012, no new communities can enter the program should they lose their unsubsidized service, except in Alaska and Hawaii. This prohibits Dubuque from receiving EAS funding under current federal regulations.

Iowa Commercial airports received the following EAS funding in 2024:

- Waterloo ALO $7.4 Million
- Sioux City SUX $5.3 Million
- Fort Dodge FOD $6.4 Million
- Mason City MSW $6.5 Million
- Burlington BRL $3.5 Million

Funding Update
Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the national and global transportation network

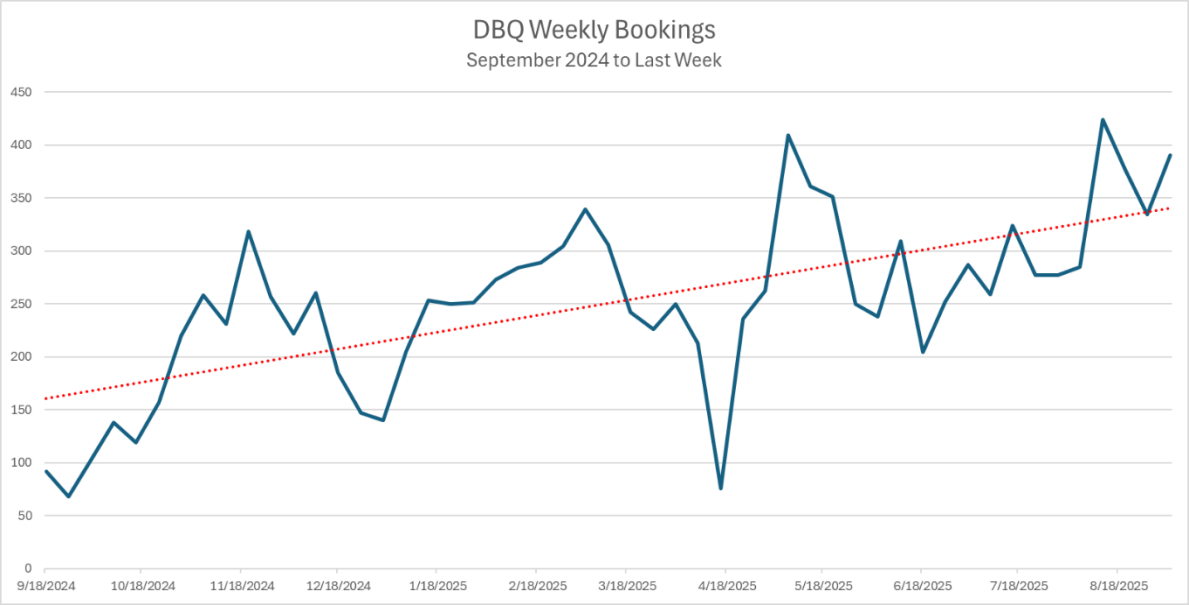
Using numbers based on the 2022 Iowa Airport Economic Impact Study, the 2025 commercial air service is estimated to generate nearly $19 million in economic benefit for Dubuque/Dubuque County.

Dubuque/DAC Commercial Passengers: 2025 Estimated Economic Impact

2025 Est Passengers	2022 Econ Output Per Passenger	Inflation 2022-25	2025 Economic Impact
7,637	$2,201	1.13	**$18,994,212**

The objective from the start of service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers. Enplanements continue to grow and are trending positively, with Dubuque currently averaging nearly 50% load factors.



To attain self-sufficiency, Dubuque Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. To reach the additional 30% will require an additional 15 passengers per flight on the existing 50-seat aircraft, which we believe is achievable when considering Dubuque's history of approximately 100 passengers per day pre-Covid.

The following provides a comprehensive financial account for the DOT Small Community Airservices Development Program (SCASDP) and forecast Minimum Revenue Guarantee (MRG) to retain daily scheduled commercial air service on Denver Air Connection at Dubuque Regional Airport. This forecast outlines the estimated expenses, revenues, and financial needs for maintaining air service between Dubuque and Chicago O'Hare offering a picture of the financial landscape and the necessary funding to retain air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding:		
DOT	$1,500,000	
City of Dubuque	$ 150,000	
Dubuque Chamber	$ 100,000	
GDDC	$ 50,000	
Dubuque County	$ 50,000	
Travel Dubuque	$ 50,000	
Airport	$ 40,000	
IA DOT of Aviation	$ 25,000	
	$1,965,000	Cash
In-Kind Contributions	$ 70,195	Media vendors match
Airport Incentive Program	$ 27,086	Fees waived
Total	**$2,062,281**	

MRG Payments to Denver Air Connection:

	Invoice Total	Funding Source
November 2024	$276,608.03	SCASD Grant
December 2024	$260,321.95	SCASD Grant
January 2025	$361,762.02	SCASD Grant
February 2025	$326,687.00	SCASD Grant
March 2025	$312,362.41	SCASD Grant
April 2025	$333,773.15	SCASD Grant
May 2025	$363,468.77	$28,485.44 SCASD Grant Balance and $334,983.33 Travel Dubuque Funding
June 2025	$282,811.29	$165,015.67 Travel Dubuque Funding and $117,795.62 Economic Development Revenue Guarantee
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	$325,015.06	TBD
August 2025	$249,704.00 EST.	TBD
September 2025	$243,824.00 EST.	TBD

October 2025 (5 Weeks)	$323,155.00 EST.	TBD
November 2025	$270,424.00 EST.	TBD
December 2025	$229,824.00 EST.	TBD

Total estimated funding needed to retain service through December 2025:
$ 1,641,946.

Additional Funding Sources and Incentives Utilized to Date:

- Travel Dubuque Board contributed $500,000 to support the MRG in August 2025
- Chamber $50,000 in marketing over two years + $15,000 in kind.
- Dubuque Initiatives committed up to $200,000 for a $100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between Aug. 11 and Sept. 30, 2025.
- The Dubuque Airport Commission waives annual rates and charges to DAC according to FAA Air Carrier Incentive Program. Dubuque also provides discounted ground handling and fuel fees, consultant and marketing costs.
- The Hilton/Q Casino provides a discount hotel rate for DAC crew.
- The Dubuque Racing Association awarded a $100,000 Mission Grant toward marketing.
- The Dubuque Racing Association also awarded a 2-year $40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:

- Mile High Elite Rewards: With Denver Air Connections' Mile High Elite rewards program, one point per flight purchased. Just six points earns a one-way reward ticket to any Denver Air Connection destination (except Telluride).
- 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 all Denver Air fares for their first year in the program!

ACTION TO BE TAKEN

The City of Dubuque each year adopts a balanced budget. Because of changes that occur during the budget year each year the city finishes with unexpended funds remaining. The City of Dubuque is currently working to close out the Fiscal Year 2025 $263 million city budget ($88 million general fund), that ended June 30, 2025, and there will be available several million dollars (final amount to be determined as the budget is officially closed out over the next few weeks), some of which can be used to fund a minimum revenue guarantee (estimated at $1,641,946) through at least December 2025 providing time to provide more information to help determine if commercial air service from Denver Air at Dubuque Regional Airport is feasible long term.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

September 11, 2025

City of Dubuque
City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear City Council Members,

On behalf of Travel Dubuque, I am writing to convey our strong support for Air Service at the Dubuque Regional Airport.

Travel Dubuque is dedicated to leading tourism destination promotion and development to enhance and expand the Dubuque Area experience. With over 2 million visitors and 314 million in economic impact annually, the tourism industry is an integral component in the development and continued prosperity of the Dubuque region. We recognize how vital reliable air service is to our community, not only for visitors, but also for businesses, residents, and the overall economic health of our area.

We also want to express our support for the City Manager's recommendation to utilize additional funds from the FY25 budget to help offset the minimum revenue guarantee. This proactive approach represents an investment in maintaining a strong air service option for Dubuque and reinforces the City's commitment to ensuring our community remains a vibrant, connected destination for both residents and visitors.

Sincerely,

Keith Rahe, President + CEO
Travel Dubuque

September 11, 2025

Greater Dubuque
DEVELOPMENT CORP.

Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
www.greaterdubuque.org

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

Dear Mayor Cavanagh and Members of the City Council,

The future competitiveness of Dubuque is on the line. Without commercial air service our community cannot hope to reach its full potential.

Every other regional airport of our size in Iowa receives support from Federal Essential Air Service (EAS). Nearly $29 million in total. Dubuque alone has been denied that support, putting us at a crippling disadvantage through no fault of our own. While peers in Burlington, Fort Dodge, Mason City, Sioux City and Waterloo move forward with federal help we stand alone, dependent on one another to ensure commercial air service. Dubuque is left to compete with one arm tied behind our back.

The only path forward is to provide a revenue guarantee to Denver Air. Without this unfortunate reality Dubuque risks being permanently disconnected from the national economy. Businesses will choose to expand elsewhere, visitors and conventions will bypass us, talented professionals will look to communities with the connectivity they and their families require.

Please know that the non-profit sector is also doing its part. Greater Dubuque Development, in partnership with Dubuque Initiatives (DI) has launched a voucher program funded by DI to directly increase enplanements. Between August 11th and September 30th every ticket purchased for a round trip to or from Dubuque is eligible for a $100 voucher. To date more than $20,000 in vouchers have been distributed and the requests are growing by the hour. The mission is clear; boost ridership, reduce the need for revenue guarantees and demonstrate that this service can succeed.

But without a revenue guarantee from The City those efforts will not be enough. This is not a matter of convenience it is a matter of economic survival and future prosperity. A revenue guarantee is not a subsidy; it is an investment. It buys us the time we need until federal financial support is secured and routes from Dubuque become profitable. Without it we will never reach our full potential. I urge your favorable consideration of this matter.

In your service,

Rick Dickinson
President & CEO

YOU can be great here.

DUBUQUE AREA CHAMBER

Dubuque Mayor and City Council
City of Dubuque
50 W 13th Street
Dubuque, Iowa 52001

Friday September 12th, 2025

RE: Chamber Supports City Commitment for Denver Air MRG

Dear Mayor and Members of the City Council,

On behalf of the Dubuque Area Chamber of Commerce, I urge you to take decisive action to protect one of the most critical pillars of our community's economic future: daily commercial air service. Specifically, we ask for your support of the Denver Air Connection minimum revenue guarantee (MRG).

Securing and sustaining new air service is a multi-year endeavor. While the U.S. DOT Small Community Air Service Program Grant restored air service in the past year, those funds are now exhausted. Every major community partner has stepped forward, but without the City's commitment, the future of commercial air service in Dubuque is at risk. Unlike other Iowa cities, Dubuque must stand alone in this effort. There are no backup options, no other airlines waiting in line.

Air service is not a luxury—it is a necessity. It connects our residents and businesses to the global marketplace, influences where families choose to live and determines where companies invest and grow. The presence—or absence—of air service directly shapes our region's competitiveness, population growth, and quality of life.

History has shown us what happens when Dubuque is cut off from critical transportation infrastructure. When the interstate system bypassed our city in the 1950s, the economic fallout culminated in the downturn of the 1980s. We cannot afford to repeat that mistake.

This is about more than flights; it is about safeguarding Dubuque's future. We ask you to protect our economy, our residents' quality of life, and the amenities essential to attract talent and investment by supporting the Denver Air Connection MRG.

Respectfully,

Molly Grover

Molly Grover, President & CEO
Dubuque Area Chamber of Commerce

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, September 14, 2025 4:07 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #226843] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	226843
Date/Time	9/14/2025 4:07 PM
Type	Contact City Council
Address	2347 BEACON HILL DR, Dubuque
Origin	Website
Comments	Dear All, Firstly, thank you for your service to the City of Dubuque I encourage you to NOT further subsidize the current air service and consider other methods to make our city a viable departure/arrival airport. It has been obvious that this subsidizing is only a band-aid approach and the continuing competition of regional air service (CR, QC, & Madison) will continue to be a rival of Dubuque's and not a plan that's in the interests of the citizenry as a whole. I realize that most other cities in Iowa (Waterloo, Mason City)receive federal subsidies and Dubuque does not. To me the only alternative would be to contact Washington DC and/or the State of Iowa and pressure our elected leaders (Trump, Ernst, Grassley, Hinson, Reynolds) to get the Federal subsidies like other comparable cities have Geographically we admittedly are in a tough

position and I understand that , but to keep using hard earned local tax dollars to keep this thing going doesn't make sense.
If there's a surplus in the city budget it would benefit the community as a whole to invest in other improvements to our city.
Thanks for hearing me out.
Jim Prochaska

Submitter Prochaska, Jim
2478 Beacon Hill Dr
Dubuque, IA 52003
563-599-2665
jfprochaska@gmail.com

View in QAlert

Dubuque, IA

Commercial Air Service
and
Minimum Revenue Guarantee
Update



INTRODUCTION

During annual goal-setting in 2022, 2023, and 2024, commercial air service was identified as a top priority for the community.

To achieve this priority a minimum revenue guarantee (MRG) is needed. A MRG is an agreement whereby a municipality guarantees an airline a certain amount of revenue for new or expanded air service.

MRGs ensure that an air carrier receives a predetermined amount of revenue, regardless of actual ticket sales. This support is provided to encourage the carrier to start or maintain service, with the duration of MRG funds depending on factors like load factors, ticket revenues, and carrier expenses.

By fostering new or expanded air service, MRGs help support local economies by supporting local business, leisure travelers and attracting tourism and visitors, who then spend money at local hotels, restaurants, and attractions.

BACKGROUND

Prior to the COVID pandemic, DBQ offered three flights a day to Chicago (ORD) on American Airlines.

In calendar year 2019 (pre-COVID), FAA enplanement reported 36,521 passengers flew from DBQ to ORD as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of 99 passengers flew from DBQ to ORD daily

After the pandemic hit, American Airlines began flight reductions in late calendar year 2020.

In response to the pandemic’s impact on travel, air carriers received federal relief funding in an attempt to retain service to national markets. After federal relief funding ran out, American Airlines announced they were suspending service to DBQ starting September 7, 2022, citing national pilot shortage.

As a result of the loss of daily scheduled air service, DBQ Air was formed.

- Brad Cavanagh, Mayor, City of Dubuque
- Harley Pothoff, Supervisor, Dubuque County
- Molly Grover, President and CEO, Chamber of Commerce
- Keith Rahe, President and CEO, Travel Dubuque
- Anthony Williams, President and CEO, Q Casino
- Jason White, Vice President of Business Services, Greater Dubuque Development Corporation
- Mary Ann Kurtz Weber, Vice Chair, Airport Commission
- Todd Dalsing, Airport Director, Dubuque Airport

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Several months of efforts and meetings with mainline and regional carriers resulted in an option to restore daily service starting with afternoon flights to ORD on Denver Air Connection utilizing an ERJ145 regional jet (50 Seat).

Utilizing SCASD and FAA Air Carrier Incentive Program, Denver Air began service on November 4, 2024, featuring interline agreements with United and American to hundreds of connections beyond ORD. Initial agreement ended April 30, 2025 with 6-month extensions (May 1 – Oct 31 & Nov 1- April 30) and a 60-day clause to pause service.

OVERCOMING CHALLENGES

Dubuque has overcome several challenges prior to and since the return of commercial air service in November 2024.

- **No Commercial Air Service at DBQ for 2 Years:**
  It has been a challenge to introduce a new service to the market and break travel habits formed during the two-year absence of commercial air service.
- **Launching New Service in November:**
  Nationally, November through February are lower passenger travel months.
- **Afternoon Flight Time:**
  Although the afternoon flight time was the only option available to restore service at DBQ, This challenge eventually led to DBQ Air working with Denver Air and ORD to adjust the flight schedule to an AM departure and PM arrival which started May 16, 2025.
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  After the announcement of the new service, ORD advised Denver Air of construction in Terminal L, which impacted jet bridge and gate service. Denver Air's only option was remote aircraft parking and utilizing a bus to transport passengers to and from the terminal. Mayor Cavanagh and Denver Air petitioned ORD's gate director and ultimately restored operations and jet bridge service at Gate G21.
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· Strong support. Most employers (73%) support efforts to attract DBQ air service, recognizing it might require financial guarantees.
· Financial support. Most employers (69%) also support the use of City and/or County funds to attract air service with voluntary private funding efforts, 51% support with 29% neutral.
· Desired service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
· Willingness to Use. Employers estimate that they would be willing to spend an average of $142 more for a round-trip flight from DBQ as compared to a similar flight from Chicago-O'Hare.
· Economic Impacts of air service expansion:
  · Two-thirds (68%) expect a positive impact on their business.
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· Willingness to use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using DBQ if air service were expanded to a major hub airport.
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Traveler Survey

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As of September 4, over 80 passengers have completed the survey.

- 85% rate their experience at the airport at excellent and 10% rate is as good
- 90% are very likely to recommend the airport to friends, family, or colleagues
- 95% are very likely or somewhat likely to use the airport in the future
- 60% of respondents were leisure travelers, 30% were business travelers and 10% were a combination of business and leisure

POPULATION GROWTH

According to the 2024 US Census Bureau's population estimates Dubuque County is approaching 100,000.
Only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020-2024.
Local commercial air service is needed in growing communities.

Daily commercial air service also provides a conduit to national and international students attending higher education in the tristate area:

Higher Education	Approximate Student Population
•Loras College	1,600
•Clarke University	1,200
•University of Dubuque	2,190
•Emmaus Bible College	206
•Wartburg Theological Seminary	193
•Divine Word College	61
•University Wisconsin Platteville	6,696

ECONOMIC DEVELOPMENT

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over $805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs.

The continuation of local commercial air service is important to major projects already in the works, such as:

- **John and Alice Butler College of Medicine:** University of Dubuque officials plan to open the college in downtown Dubuque in August 2028 and grow enrollment to about 180 students per class by 2030, eventually reaching 200 students per class for a total enrollment of 400. Air service will be critical to recruiting and retaining students, faculty, and staff from around the country and around the world.
- **Field of Dreams:** The over $80 million Field of Dreams project and all the visitors it is already bringing and will bring to the area. This year, over 600 teams from 28 states have played or will play games in Dubuque County, with events such as skills camps taking place at the field of Dreams movie site. In the near future, FOD officials hope to welcome more than 1,000 teams per year thanks to the new fields.
- **Expansion of the University of Dubuque Aviation Pilot Program:** UD is growing the program from 350 enrolled students to 500+. Currently US is constructing a new hangar, flight center, apron and parking.
- **New and Expanded Amenities and Attractions:** A new Dubuque Museum of Art; development of Wanderwood Children's Gardens; the over $100 million Chaplain Schmitt Island Development Plan, and numerous commercial, hotel, and housing projects under construction.

Air service is imperative to keep this momentum moving forward and is an expected service in a growing community, no different than high-speed internet, available land for growth, utilities, ground transportation and recreational space.

FUNDING UPDATE

Air service is critically important to a local economy by enabling business travel and connectivity, facilitating global market access, boosting tourism, creating jobs directly and indirectly through various sectors, and supporting the relocation of businesses and professionals by providing vital links to the transportation network.

Using numbers based on the 2022 Iowa Airport Economic Impact Study, 2025 commercial air service is estimated to generate nearly $19 million in economic benefit for Dubuque/Dubuque County.

DBQ/DAC Commercial Passengers: 2025 Estimated Economic Impact			
2025 Est Passengers	**2022 Econ Output Per Passenger**	**Inflation 2022-25**	**2025 Economic Impact**
7,637	$2,201	1.13	**$18,994,212**





Outside of the DOT Small Community Air Service Development (SCASD) Program, there are very few incentives or funding mechanisms available for DBQ to attract and retain air service.

Essential Air Service (EAS) Program

Managed by the U.S. DOT, the EAS program currently subsidizes air carriers to serve approximately 60 communities in Alaska and 115 communities in the lower 48 contiguous states. Requirements for receiving EAS funding for communities were set in the Airline Deregulation Act of 1978.

The FAA Modernization and Reform Act of 2012 provided the wording, “to remain EAS-eligible, communities must have participated in the EAS program at some time between September 30, 2010, and September 30, 2011.”

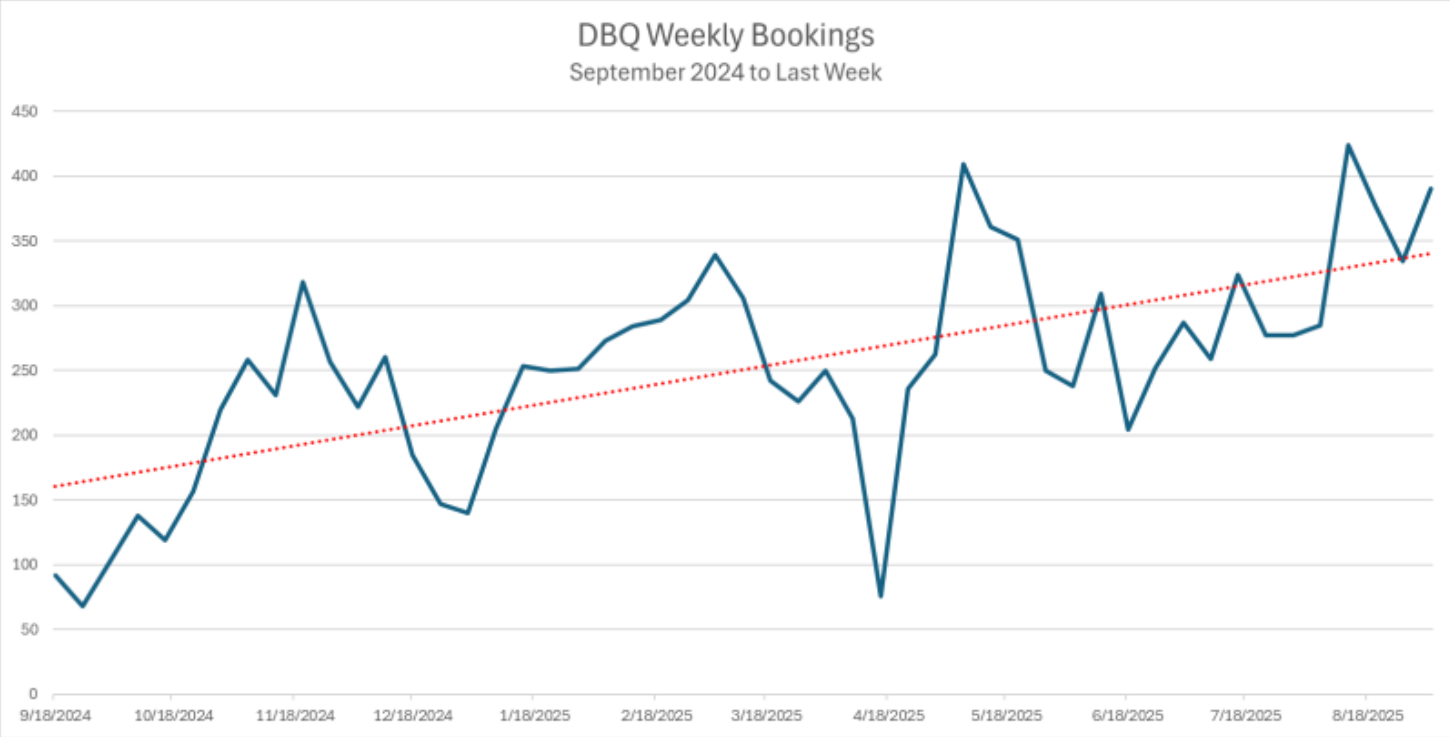
Unlike other like-sized Iowa communities DBQ was not participating in the EAS because air service at the time was self supporting and did not need to be subsidized, therefore DBQ is currently not eligible for EAS under current DOT guidelines.

Following Iowa commercial airports were participating in the specified time frame and currently receiving EAS funding (CY 2024):

•Waterloo ALO	$7.4 Million
•Sioux City SUX	$5.3 Million
•Fort Dodge FOD	$6.4 Million
•Mason City MSW	$6.5 Million
•Burlington BRL	$3.5 Million

The objective from the start of any service is to reach a load factor and ticket price that sustains air service long-term without an MRG.

The morning departure and evening arrival schedule has been well received by business and leisure travelers.
Enplanements continue to grow and are trending positively with DBQ currently averaging 50% load factors.



In order to achieve self-sufficiency, DBQ Air Service Consultant estimates that Denver Air must attain an average load factor of 80%. To achieve the remaining 30%, an increase of 15 passengers per flight on the current 50-seat aircraft will be necessary. Given DBQ's historical average of around 100 passengers daily prior to the Covid pandemic, this target is attainable.

Following provides financial account for the DOT Small Community Air Service Development Program (SCASDP) Minimum Revenue Guarantee (MRG) to date and estimated expenses for maintaining air service.

SCASD Program used for Minimum Revenue Guarantee (MRG)

SCASD Funding Breakdown:

DOT	$1,500,000
City of Dubuque	$ 150,000
Dubuque Chamber	$ 100,000
GDDC	$ 50,000
Dubuque County	$ 50,000
Travel Dubuque	$ 50,000
Airport	$ 40,000
IA DOT of Aviation	$ 25,000
	$1,965,000 Cash
In-Kind Contributions	$ 70,195 Media vendors match
Airport Incentive Program	$ 27,086 Airport fees waived
Total	**$ 2,062,281**

Funding Payments

	Invoice Total	Funding Source
November 2024	$276,608.03	SCASD Grant
December 2024	$260,321.95	SCASD Grant
January 2025	$361,762.02	SCASD Grant
February 2025	$326,687.00	SCASD Grant
March 2025	$312,362.41	SCASD Grant
April 2025	$333,773.15	SCASD Grant
May 2025	$363,468.77	$28,485.44 SCASD Grant Balance and $334,983.33 Travel Dubuque Funding
June 2025	$282,811.29	$165,015.67 Travel Dubuque Funding and $117,795.62 Economic Development Revenue Guarantee
ADDITIONAL FUNDING NEEDED		
July 2025 (5 Weeks)	$325,015.06	TBD
August 2025	$249,704.00 EST.	TBD
September 2025	$243,824.00 EST.	TBD
October 2025 (5 Weeks)	$323,155.00 EST.	TBD
November 2025	$270,424.00 EST.	TBD
December 2025	$229,824.00 EST.	TBD

Additional Funding Sources and Incentives Utilized to Date:
•Travel Dubuque Board contributed $500,000 to support the MRG in August 2025
•Chamber $50,000 in marketing over two years + $15,000 in kind.
•Telegraph Herald matched Chamber $15,000 in kind
•Dubuque Initiatives committed up to $200,000 for a $100 Airfare Rebate Program for travelers who purchase round-trip airfare tickets between August 11 and September 30, 2025.
•The Dubuque Airport Commission waived annual rates and charges to DAC according to FAA Air Carrier Incentive Program. DBQ also provides discounted ground handling, fuel fees, consultant and marketing costs.
•The Hilton/ Q Casino provides a discounted hotel rate for DAC crew.
•The Dubuque Racing Association awarded a $100,000 Mission Grant toward marketing.
•The Dubuque Racing Association also awarded a 2-year $40,000 Core Grant toward MRG.

Denver Air Connections Incentive Programs:
•Mile High Elite Rewards: One point per flight purchased. Six points earns a one-way reward ticket to any Denver Air Connection destination.
•Denver Air Connection's Corporate Discount Program allows businesses and organizations that travel frequently the opportunity to receive a discount on Denver Air. Eligible businesses can receive up to 20% off all Denver Air fares for their first year in the program.

Denver Air
CONNECTION
A Key Lime Air Company


Fly
DBQ
DUBUQUE REGIONAL AIRPORT

LORAS COLLEGE

OFFICE OF THE PRESIDENT
1450 Alta Vista Street
Dubuque, IA 52001
563.588.7103

September 15, 2025

Mayor Brad M. Cavanaugh
Dubuque City Council Members
50 W. 13th Street
Dubuque, IA 52001

Dear Mayor Cavanaugh and Members of the City Council:

On behalf of Loras College and our students, faculty, staff, parents, and alumni, I am writing to convey our strong support for continued air service at the Dubuque Regional Airport via the minimum revenue guarantee to Denver Air Connection.

For a regional institution like Loras with students, parents, faculty, alumni, and partners from across the country and around the world, daily commercial air service provides daily connectivity that supports:

- Student recruitment & retention
- Faculty & staff recruitment & retention
- Retention of talent in the Dubuque community upon degree completion
- Alumni & donor engagement
- Strategic partnerships with other regional and national institutions
- Academic and athletic travel
- Enhanced institutional visibility and accessibility

Loras College is proud to be a committed partner in strengthening the Dubuque community. We appreciate the City's leadership on this critical issue and encourage your continued support. While we understand the financial considerations involved, we believe that your support is a smart investment in Dubuque's continued success. Maintaining air service is not just about convenience, it is about positioning Dubuque as a connected city that is prepared to meet the needs of its residents, businesses, and institutions like Loras.

Sincerely,

Michael H. Doyle, J.D. ('91)
President

UNIVERSITY of DUBUQUE
OFFICE OF THE PRESIDENT
UDpresident@dbq.edu

15 September 2025

Mayor Brad Cavanagh and Dubuque City Council
City Hall
50 West 13th Street
Dubuque, Iowa 52001

Dear Mayor Cavanagh and Members of the City Council,

Local air service currently provides our community easy access to the rest of the country—plain and simple. The effort to retain local air service with Denver Air is a vital and necessary step to continue our success as a community of choice for residents, for local businesses, for regional industries, and for literally thousands of undergraduate and graduate students who come here each year to earn a degree and learn about all that Dubuque has to offer them. By supporting our current partnership with Denver Air, we strengthen Dubuque's competitiveness as a place to learn, work, and live, while opening doors for residents, businesses, industries, and visitors alike.

The city's current relationship with Denver Air is, as I understand it, a step in the right direction toward establishing a stronger, more sustainable foundation for commercial air travel here in Dubuque. This partnership creates the opportunity for attracting additional travel options, potentially drawing more service providers, and ultimately offering a wider variety of travel times at affordable, competitive prices. Now is not the time to lose ground in this strategic effort to establish local air service for our community.

For higher education, air service is especially critical. Dubuque's colleges and universities bring thousands of students to the city each year. Many of our students—and the faculty, staff, and coaches who guide them—come from across the United States. Without air access, the ability to recruit and retain this talent is significantly limited. Our ability to offer convenient and accessible air service for our students and their families is essential for colleges and universities in Dubuque to thrive.

The reality of the "demographic cliff" often discussed in higher education circles (*i.e.*, the national decline in the number of college-aged students) means our local universities must reach farther to bring students to Dubuque. Air service helps us do just that. Without local air service, it becomes more difficult to recruit and retain students for our academic programs and our athletic teams. Dubuque must remain directly connected to the rest of the country by air.

The importance of connectivity extends beyond the education industry. Dubuque was recently named by *The Wall Street Journal* as one of the best places to visit in the United States. Visitors, tourists, trade shows, conventions, and businesses need confidence that Dubuque is accessible. For employers, reliable air service is essential to recruit and retain talent and to connect with clients, suppliers, and investors across the country. Local industries, from manufacturing and agriculture to healthcare and technology, depend on strong transportation links to remain competitive in a national and global marketplace. Supporting air service is not a subsidy; it is an investment in the long-term growth and vitality of our region.

Denver Air provides us with a path forward. Now is the time to support this initiative and ensure Dubuque remains a vibrant, connected city where rural meets urban, local meets global, and opportunity meets innovation.

Sincerely,



Dr. Travis L. Frampton, Ph.D.
President
University of Dubuque

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September 15, 2025

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	Award of Public Improvement Construction Contract for Rustic Point Park Development Project
SUMMARY:	City Manager recommending City Council adopt a resolution to approve the Rustic Point Park Development Project and award the Public Improvement Construction Contract for the project in the amount of $212,130.10 to Eastern Iowa Excavating and Concrete, LLC. **RESOLUTION** Awarding The Public Improvement Construction Contract For The Rustic Point Park Development Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Award of Public Improvement Construction Contract for Rustic Point Park Development Project

DATE: September 9, 2025

Interim Parks and Recreation Director Stephen Fehsal is recommending City Council adopt a resolution to approve the Rustic Point Park Development Project and award the Public Improvement Construction Contract for the project in the amount of $212,130.10 to Eastern Iowa Excavating and Concrete, LLC.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Stephen Fehsal, Interim Parks and Recreation Director
Marie Ware, Acting Project and Facilities Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Stephen J. Fehsal, Interim Parks and Recreation Director

DATE: September 9, 2025

RE: Award of Public Improvement Construction Contract for Rustic Point Park Development Project

INTRODUCTION

This memorandum is to provide information to the City Council recommending the award of the Public Improvement Construction Contract for the Rustic Point Park Development Project.

BACKGROUND

WHKS prepared 100% plans and specifications for this project. The project was released for bidding on August 19th, 2025.

DISCUSSION

The extent of the work involved is the furnishing of labor and new materials for the Construction of Rustic Point Park and includes approximately 534 CY of excavation; 146 Tons of granular subbase; 35 LF of curb and gutter; 20 SY of 7" PCC pavement; 352 SY of 4" PCC Sidewalk, trees and plants; landscaping; 705 LF of filter socks; 605 CY of topsoil; park signs; and new park equipment.

BID RESULTS

The City received sealed bids on September 9th, 2025 for the Rustic Point Park Development Project. Eastern Iowa Excavating and Concrete, LLC of Cascade, Iowa submitted the low base bid in the amount of $212,130.10. WHKS recommends Eastern Iowa Excavating and Concrete, LLC as the lowest, responsive, responsible bidder.

Contractor Name	Base Bid
Eastern Iowa Excavating and Concrete, LLC	$212,130.10
Valentine Construction	$236,715.00
Tschiggfrie Excavating Co.	$395,160.00

BUDGET IMPACT

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 adopt the resolution to approve the Rustic Point Park Development Project and award the Public Improvement Construction Contract in the amount of $212,130.10 to Eastern Iowa Excavating and Concrete, LLC.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Marie Ware, Acting Project and Facilities Manager

Attachment: Resolution

Prepared by Stephen J. Fehsal, Interim Parks and Recreation Director, 2200 Bunker Hill Road, Dubuque, IA 52001, (563) 589-4263
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____-25

AWARDING THE PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE RUSTIC POINT PARK DEVELOPMENT PROJECT.

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

Whereas, sealed proposals have been submitted by contractors for the Rustic Point Park Development Project, pursuant to Resolution No. 272-25 and Notice to Bidders on the 19th day of August, 2025.

Whereas, said sealed proposals were opened and read on the 9th day of September, 2025, and it has been determined that Eastern Iowa Excavating and Concrete LLC, of Cascade, Iowa, with a bid in the amount of $212,130.10, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Eastern Iowa Excavating and Concrete, LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 15th day of September 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 15, 2025

City of Dubuque
City Council

ACTION ITEMS # 4.

ITEM TITLE:	Update of the Sustainable Dubuque Community Grant Program
SUMMARY:	City Manager recommending City Council approval of changes to the guidelines and application process for Sustainable Dubuque Community Grant program, to comply with Iowa State Law (House File 856, Chapter 19, passed in May 2025), effective immediately.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo_SD Community Grant Application and Guidelines Update_09092025
3. 2025 SD Community Grant Guidelines-Application-Rubric_REDLINE
4. 2025 SD Community Grant Guidelines-Application-Rubric_CLEAN

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Update of the Sustainable Dubuque Community Grant Program

DATE: September 9, 2025

Director of Sustainability Gina Bell is recommending City Council approval of changes to the guidelines and application process for Sustainable Dubuque Community Grant program, to comply with Iowa State Law (House File 856, Chapter 19, passed in May 2025), effective immediately.

A redline version is attached for your review.

The Resilient Community Advisory Commission received a redlined copy of proposed updates and reviewed and voted at the September meeting to forward this to City Council for approval.

The City's Legal Department has reviewed the changes and approved them.
The recommended changes would go into effect for the next round, due in March 2026.
Staff will continue to support any application questions and provide technical assistance to applicants requesting assistance.

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

Michael C. Van Milligen

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

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

TO: Michael Van Milligen, City Manager

FROM: Gina Bell, Director of Sustainability

SUBJECT: Sustainable Dubuque Community Grant Program Update

DATE: September 9, 2025

INTRODUCTION
The purpose of this memo is to recommend changes to the guidelines and application process for Sustainable Dubuque Community Grants program, to comply with Iowa State Law (House File 856, Chapter 19, passed in May 2025), effective immediately.

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

Since then, thirty-two (32) rounds of grants have been approved for disbursement in the community. In early 2018, Council approved updates to the Sustainable Dubuque Grant application to better reflect City Council goals and priorities and to address recommendations by the Resilient Community Advisory Commission regarding impact of the program. Much of that update is still reflected in the grant application process and guidelines.

Due to an increased focus on equity at the City of Dubuque at that time, as well as consideration of staff time and program clarity, the changes to the application included an additional focus on equity and inclusion, better alignment with City plans, and a simpler budget form.

DISCUSSION
In May 2025, the State of Iowa passed a law prohibiting cities from having diversity, equity and inclusion offices or officers. Additionally, under this new law, the City cannot have an official policy or position related to these concepts. Due to past work to focus on these now prohibited topics, we've updated the guidelines and application to better reflect the spirit of the grant to focus on projects using the 12 principles of sustainability and to have a positive impact on residents and households who have low-incomes, energy burden, lack access to greenspace and other factors in alignment with the 50% by 2030 Plan. We are committed to remaining in compliance with this law while also remaining committed to staying in compliance with civil rights laws.

The Resilient Community Advisory Commission received a redlined copy of proposed updates and reviewed and voted at the September meeting to forward this to City Council for approval.

The City's Legal Department has reviewed the changes and approved them.

The recommended changes would go into effect for the next round, due in March 2026. Staff will continue to support any application questions and provide technical assistance to applicants requesting assistance.

Once approval is received, staff will update online application forms to reflect these changes.

REQUESTED ACTION
I respectfully request City Council approval to move forward with the updated Sustainable Dubuque Community Grant program guidelines and application for the March 2026 round of grants.

Attachments
1. Redline of SD Community Grant Guidelines and Application
2. Clean copy of SD Community Grant Guidelines and Application

What would you do with $2,500 to make a more Sustainable Dubuque?

Sustainable Dubuque Community Grant Program

In 2006, a community task force was created to define a vision to make Dubuque a more Sustainable community. After nearly two years of work, they delivered to the City Council and greater community this definition of sustainability:

"Dubuque is a viable, livable and equitable community. We embrace economic prosperity, environmental integrity, and social/cultural vibrancy to create a sustainable legacy for generations to come."*

Helping ~~to~~ define that vision are 12 sustainability principles:

- Regional Economy
- Smart Energy Use
- Resource Management
- Community Design
- Green Buildings
- Healthy Local Foods
- Community Knowledge
- Reasonable Mobility
- Healthy Air
- Clean Water
- Community Health & Safety
- Native Plants & Animals

For more information on the Sustainable Dubuque initiative, please visit www.sustainabledubuque.org.

Since then, numerous community-led initiatives have helped us move toward our goals, including programs led by the public and private sector and actions taking place in individual homes and businesses.

About the Sustainable Dubuque Community Grant Program

The goal of the Sustainable Dubuque Community Grant Program is to provide small amounts of funding 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 of individuals to implement a project that helps to achieve the Sustainable Dubuque vision and includes a component of community education and/or engagement. We encourage new groups or individuals to use this funding!

Amount of Award

Grants will be awarded up to a maximum of $2,500 per project. Grants are reimbursement-based.

Grant Availability & Application Timeline

Grants can be submitted at any time during the year, although they will be reviewed on a bi-annual basis and application deadlines are available at www.cityofdubuque.org/sustainability and listed below. Applications will be reviewed and scored by the Resilient Community Advisory Commission, which then forwards their recommendation to City Council for approval and funding. Recipients generally are notified of their status within five weeks of the grant deadline.

Funding for this program is based on the City's fiscal year, with new funds becoming available on July 1 each year. However, grant applications are reviewed in two cycles—once in September and again in March. Because funds are awarded on a first-come, first-served basis, it is possible that all available funding could be allocated during the September cycle. If this occurs, no additional funding will be available until the next fiscal year begins on July 1.

~~Grants will be scored and awarded during bi-annual reviews (September and March), and money will be available on a "first come first serve" basis beginning July 1 each year to coincide with the City's fiscal year. This means that if all funding is allocated at the September review, new funds would not be available for this program until July 1st of the following year.~~

Action	Date
Grant application open	Ongoing, rolling basis
Spring grant application deadline	March 15th
Spring grant awards made	~April 20th (2nd city council meeting in April)
Fall grant application deadline	September 15th
Fall grant application awards made	~October 20th (2nd city council meeting in~~of~~ October)

Grant Guidelines

1. Grant must align with a City Council Priority and address one of the Sustainable Dubuque principles.
2. Grant must include an education and/or engagement component.
3. Any marketing, advertising or educational materials produced should acknowledge Sustainable Dubuque support by including the Sustainable Dubuque logo or a "Powered by Sustainable Dubuque" sticker (provided by City).

Grant Preference

The Resilient Community Advisory Commission has identified the following area as a priority for grantmaking:

- Projects that address specific actions identified in the 50% by 2030 Community Climate Action & Resiliency Plan and/or Imagine Dubuque Plan (or another City of Dubuque plan) and can demonstrate alignment will be given preference during the scoring process.

Eligibility

Any person or group of individuals located within Dubuque city limits is eligible to apply. "Group" can refer to a non-profit, business, club, organization, neighborhood association, or group of individuals, provided one individual is willing to be the primary contact who is responsible for fiscal interactions and measurement of impact.

Prior applicants~~tions~~: Applicants who have received funding are not eligible for additional funding for one calendar year from the date of their application. Additionally, prior grantees' ability to fulfill grant

requirements (reporting/reimbursements/Sustainable Dubuque acknowledgement) will be considered during scoring process. Groups who were unsuccessful in previous ~~applications~~ cycles may compete in future ~~rounds~~ cycles, with the project originally proposed, or with new projects.

Target Audience
Proposals must target, at a minimum, residents or businesses located in Dubuque. It is acceptable to target individuals in addition to this audience, such as Dubuque County residents. Proposed projects that target ~~a traditionally unengaged or underserved~~l persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy ~~population are~~burden are encouraged.

Grant Budget
Grant applications should clearly indicate how the funds will be used. A partial match is required and can be cash or in-kind.

Reimbursement Method
The preference of the City is to reimburse grant recipient for approved expenses following the completion of the project. All receipts and a copy of the required performance report must be submitted in order to receive the final payment. If this financial arrangement is a challenge, please contact Sustainability Director, Gina Bell, to discuss other options. Inability to pay for reimbursable grant expenses should not be a barrier to applying, and we are able to work with recipients to identify alternatives within reason.

Required Measurement of Impact/Success + Reporting
We want to share your successes and lessons learned with others! One requirement of this program is to measure the impact of your project. Recipients will be required to complete a final report or present the information to the Resilient Community Advisory Commission.

In addition to the required reporting metrics, applicants are encouraged to define ~~your~~their own measure of success in the application. You can tell your story through numbers, stories, photos, or video. This could mean calculating the greenhouse gases avoided when individuals biked instead of driving their cars to an event or asking attendees at an event to complete a pre- and post-survey to identify increased knowledge of a topic. We can help guide you to determine what information to collect, and final reimbursement will not be made until this information has been received. Let us know if you would like assistance in measuring your impact.

How to Apply
Only online applications are accepted and should be complete by 11:59 p.m. on the relevant deadline. APPLY HERE or visit www.cityofdubuque.org/sustainability and scroll to Community Grants section and click apply now.

Additional Grant Information
For more information or questions, please contact Sustainability Director, Gina Bell at gbell@cityofdubuque.org or 563.690.6038.

*This statement was recommended by resident stakeholders in 2006, prior to the passage of House Bill 856 amending Chapter 19 of the Iowa State Code.

Sustainable Dubuque Grant Application

PLEASE NOTE: *This pdf version of the grant application is provided for grant application planning purposes only. All applications should be submitted through the electronic form at www.cityofdubuque.org/sustainability. Click on the APPLY NOW button to ensure they are received and reviewed. Paper copies or scanned versions of this pdf will not be accepted nor considered for funding.*

We are excited to read about your idea! The questions below will help us better understand what you want to do, why and with whom. Please be as specific as possible.

Lead person/community group/organization(s):

Have you received prior Sustainable Dubuque Grant funding? Y/N

Project leader / Grant contact:

Phone:

Email:

Mailing Address:

Project Title: 7 words or less

Grant Purpose: In 50 words or less, describe how the Sustainable Dubuque Grant will be used.

SD Grant Narrative: In 400 words or less, briefly describe the project/idea, the goals of the project, who will benefit, your experience impacting your community, your capacity to complete this project and why you are confident you will be able to produce results if awarded an SD grant.

Primary City Council Goal & Sustainable Dubuque Principle: Indicate which City Council Goal best fits your project as well as the Sustainable Dubuque Principle which your project addresses.

Project Location: Physical address or intersection or neighborhood in Dubuque city limits (if applicable):_____

Amount of Sustainable Dubuque Grant Request: Name an amount up to $2,500 that is requested from Sustainable Dubuque.

Total Grant Budget, Deliverables, and Timeline: The total budgeted amount can be higher than $2,500 if any matching fund leverage is present. A match is required for SD grants and we do track matching resources for all awards. The match does not have to be 100% of requested funds and can be in-kind (volunteer time, supplies, etc.) or a cash match. Complete Table 1. Use $0.00 in any SD or other sources line item that is not being asked to cover an expense item. Once complete, this table should show a clear record of total projected budget by funding source and a project timeline. Add explanatory text after the table if needed.

Table 1. Project Budget by Deliverables and Timeline.

Expense Item	Deliverable	Delivery Date(s)	Total Cost of Expense	Amount from SD grant	Amount from Other Sources (Match)
Example: *wood, screws and other supplies*	***Example:*** *create a produce stand to share food grown in community garden with the neighbors*	*May 2021*	*$638.00*	*$500.00*	*$138.00*
			$	$	$
			$	$	$
Project Totals:			**$**	**$0***	**$**

***not to exceed $2500**

Does your project align or address an action identified in the 50% by 2030 Plan, Imagine Dubuque Plan or another adopted City plan?

☐	Help to meet the 50% by 2030 Climate Action and Resiliency Plan goals to reduce community-wide greenhouse gas emissions, adapt to a changing climate, and grow a sustainable, resilient community by addressing an action from the plan.
☐	Help to further actions or in direct alignment with the Imagine Dubuque Plan.
☐	Help to further actions or in direct alignment with another adopted City of Dubuque plan. * *Plan:_____
☐	It does not align or support a City of Dubuque plan.

Explain how your project is in alignment with the plan(s) above: (50-word max)

~~**Minority**~~ **Impact Statement:** Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). (300-word max)

☐The proposed grant project programs or policies could have a ~~disproportionate or~~ unique **POSITIVE** impact on ~~minority~~ persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy burden.

Describe the positive impact expected from this project:
Indicate which groups are impacted: (persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy burden. ~~Women, Persons with a Disability, Blacks, Latinos, Asians, Pacific Islanders, American Indians, Alaskan Native Americans~~, Other_____)

☐ The proposed grant project programs or policies could have a ~~disproportionate or unique~~ **NEGATIVE** impact on ~~minority~~ persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy burden.~~persons~~.
Describe the negative impact expected from this project:
Present the rationale for the existence of the proposed program or policy:
Provide evidence of consultation with representatives of the ~~minority~~ person or groups impacted:
Indicate which groups are impacted: (persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy burden, ~~Women, Persons with a Disability, Blacks, Latinos, Asians, Pacific Islanders, American Indians, Alaskan Native Americans,~~ Other_____)

☐ The proposed grant project programs or policies **are not expected to have** a ~~disproportionate or~~ unique impact on ~~minority~~ persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy burden. ~~persons.~~
Present the rationale for determining no impact:

All projects must include community engagement and/or community education. Please explain how you will incorporate one or both in your project. (100-word maximum)

How will you measure your impact and what does project success look like? All grantees will be required to complete a performance report summarizing basic impacts, such as number and demographics of people reached through the project. Who will be better off? What change will you see? How will you measure impact of your project? Good performance measures include not only who was served but how it impacted their life/experience/situation. (300-word maximum)

Experience Applying for this Grant – Please help us continue to improve the Sustainable Dubuque Grant Program. Please check the box that best describes your experience filling out this form and use the additional space to explain anything else we should know about your experience filling out this grant application.

☐	Delightfully easy! Clear, concise and I was able to share my idea without being over-burdened. (Positive)
☐	Pretty typical grant application. If you've done one, you've done them all. (Neutral)
☐	That was awful. I needed help, it didn't make any sense, and the application isn't worth the funding. (Negative)

Additional explanation:

Sustainable Dubuque Community Grant Proposal Evaluation Rubric

Project title: _____

Scoring Criteria

5 = Very Good, 4 = Good, 3= Acceptable, 2= Poor, 1= Very Poor, 0 = Not Answered
"X" replaces "0" for essential criteria. Selecting "X" disqualifies an application.

Grant Narrative						
Project description and goals are clear and achievable:	5	4	3	2	1	0
Project addresses a need in the community:	5	4	3	2	1	0
Applicant demonstrates experience and/or clearly explains capacity to complete the project:	5	4	3	2	1	0
Proposed project aligns with a City Council Priority and Sustainable Dubuque Principle(s):	5	4	3	2	1	**X**
Budget						
Timeline and workplan demonstrate planning to produce proposed deliverables:	5	4	3	2	1	0
Budget is clear, reasonable, and detailed:	5	4	3	2	1	0
Project match (in-kind or financial) is planned and explained:	5	4	3	2	1	**X**
City Priorities						
Proposed project aligns with a city plan:	5	4	3	2	1	0
Proposed project aligns with the Climate Action Plan:	5	4	3	2	1	0
Proposal anticipates a positive or neutral impact on ~~minority~~ identified groups with a clear explanation to support this expectation:	5	4	3	2	1	**X**
Community Education/Engagement						
Proposed project incorporates community education and/or community engagement:	5	4	3	2	1	**X**
Impact						
Plans to measure impact are planned and explained:	5	4	3	2	1	**X**
Performance measures are meaningful and relevant:	5	4	3	2	1	0

Notes:

What would you do with $2,500 to make a more Sustainable Dubuque?

Sustainable Dubuque Community Grant Program
In 2006, a community task force was created to define a vision to make Dubuque a more Sustainable community. After nearly two years of work, they delivered to the City Council and greater community this definition of sustainability:

"Dubuque is a viable, livable and equitable community. We embrace economic prosperity, environmental integrity, and social/cultural vibrancy to create a sustainable legacy for generations to come."*

Helping define that vision are 12 sustainability principles:

- Regional Economy
- Smart Energy Use
- Resource Management
- Community Design
- Green Buildings
- Healthy Local Foods
- Community Knowledge
- Reasonable Mobility
- Healthy Air
- Clean Water
- Community Health & Safety
- Native Plants & Animals

For more information on the Sustainable Dubuque initiative, please visit www.sustainabledubuque.org.

Since then, numerous community-led initiatives have helped us move toward our goals, including programs led by the public and private sector and actions taking place in individual homes and businesses.

About the Sustainable Dubuque Community Grant Program
The goal of the Sustainable Dubuque Community Grant Program is to provide small amounts of funding 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 of individuals to implement a project that helps to achieve the Sustainable Dubuque vision and includes a component of community education and/or engagement. We encourage new groups or individuals to use this funding!

Amount of Award
Grants will be awarded up to a maximum of $2,500 per project. Grants are reimbursement-based.

Grant Availability & Application Timeline

Grants can be submitted at any time during the year, although they will be reviewed on a bi-annual basis and application deadlines are available at www.cityofdubuque.org/sustainability and listed below. Applications will be reviewed and scored by the Resilient Community Advisory Commission, which then forwards their recommendation to City Council for approval and funding. Recipients generally are notified of their status within five weeks of the grant deadline.

Funding for this program is based on the City's fiscal year, with new funds becoming available on July 1 each year. However, grant applications are reviewed in two cycles—once in September and again in March. Because funds are awarded on a first-come, first-served basis, it is possible that all available funding could be allocated during the September cycle. If this occurs, no additional funding will be available until the next fiscal year begins on July 1.

Action	**Date**
Grant application open	Ongoing, rolling basis
Spring grant application deadline	March 15th
Spring grant awards made	~April 20th (2nd city council meeting in April)
Fall grant application deadline	September 15th
Fall grant application awards made	~October 20th (2nd city council meeting in October)

Grant Guidelines

1. Grant must align with a City Council Priority and address one of the Sustainable Dubuque principles.
2. Grant must include an education and/or engagement component.
3. Any marketing, advertising or educational materials produced should acknowledge Sustainable Dubuque support by including the Sustainable Dubuque logo or a "Powered by Sustainable Dubuque" sticker (provided by City).

Grant Preference

The Resilient Community Advisory Commission has identified the following area as a priority for grantmaking:

- Projects that address specific actions identified in the 50% by 2030 Community Climate Action & Resiliency Plan and/or Imagine Dubuque Plan (or another City of Dubuque plan) and can demonstrate alignment will be given preference during the scoring process.

Eligibility

Any person or group of individuals located within Dubuque city limits is eligible to apply. "Group" can refer to a non-profit, business, club, organization, neighborhood association, or group of individuals, provided one individual is willing to be the primary contact who is responsible for fiscal interactions and measurement of impact.

Prior applicants: Applicants who have received funding are not eligible for additional funding for one calendar year from the date of their application. Additionally, prior grantees' ability to fulfill grant requirements (reporting/reimbursements/Sustainable Dubuque acknowledgement) will be considered during scoring process. Groups who were unsuccessful in previous cycles may compete in future cycles, with the project originally proposed, or with new projects.

Target Audience
Proposals must target, at a minimum, residents or businesses located in Dubuque. It is acceptable to target individuals in addition to this audience, such as Dubuque County residents. Proposed projects that target l persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy burden are encouraged.

Grant Budget
Grant applications should clearly indicate how the funds will be used. A partial match is required and can be cash or in-kind.

Reimbursement Method
The preference of the City is to reimburse grant recipient for approved expenses following the completion of the project. All receipts and a copy of the required performance report must be submitted in order to receive the final payment. If this financial arrangement is a challenge, please contact Sustainability Director, Gina Bell, to discuss other options. Inability to pay for reimbursable grant expenses should not be a barrier to applying, and we are able to work with recipients to identify alternatives within reason.

Required Measurement of Impact/Success + Reporting
We want to share your successes and lessons learned with others! One requirement of this program is to measure the impact of your project. Recipients will be required to complete a final report or present the information to the Resilient Community Advisory Commission.

In addition to the required reporting metrics, applicants are encouraged to define their own measure of success in the application. You can tell your story through numbers, stories, photos, or video. This could mean calculating the greenhouse gases avoided when individuals biked instead of driving their cars to an event or asking attendees at an event to complete a pre- and post-survey to identify increased knowledge of a topic. We can help guide you to determine what information to collect, and final reimbursement will not be made until this information has been received. Let us know if you would like assistance in measuring your impact.

How to Apply
Only online applications are accepted and should be complete by 11:59 p.m. on the relevant deadline. APPLY HERE or visit www.cityofdubuque.org/sustainability and scroll to Community Grants section and click apply now.

Additional Grant Information
For more information or questions, please contact Sustainability Director, Gina Bell at gbell@cityofdubuque.org or 563.690.6038.

*This statement was recommended by resident stakeholders in 2006, prior to the passage of House Bill 856 amending Chapter 19 of the Iowa State Code.

Sustainable Dubuque Grant Application

PLEASE NOTE: *This pdf version of the grant application is provided for grant application planning purposes only. All applications should be submitted through the electronic form at www.cityofdubuque.org/sustainability. Click on the APPLY NOW button to ensure they are received and reviewed. Paper copies or scanned versions of this pdf will not be accepted nor considered for funding.*

We are excited to read about your idea! The questions below will help us better understand what you want to do, why and with whom. Please be as specific as possible.

Lead person/community group/organization(s):

Have you received prior Sustainable Dubuque Grant funding? Y/N

Project leader / Grant contact:

Phone:

Email:

Mailing Address:

Project Title: 7 words or less

Grant Purpose: In 50 words or less, describe how the Sustainable Dubuque Grant will be used.

SD Grant Narrative: In 400 words or less, briefly describe the project/idea, the goals of the project, who will benefit, your experience impacting your community, your capacity to complete this project and why you are confident you will be able to produce results if awarded an SD grant.

Primary City Council Goal & Sustainable Dubuque Principle: Indicate which City Council Goal best fits your project as well as the Sustainable Dubuque Principle which your project addresses.

Project Location: Physical address or intersection or neighborhood in Dubuque city limits (if applicable):_____

Amount of Sustainable Dubuque Grant Request: Name an amount up to $2,500 that is requested from Sustainable Dubuque.

Total Grant Budget, Deliverables, and Timeline: The total budgeted amount can be higher than $2,500 if any matching fund leverage is present. A match is required for SD grants, and we do track matching resources for all awards. The match does not have to be 100% of requested funds and can be in-kind (volunteer time, supplies, etc.) or a cash match. Complete Table 1. Use $0.00 in any SD or other sources line item that is not being asked to cover an expense item. Once complete, this table should show a clear record of total projected budget by funding source and a project timeline. Add explanatory text after the table if needed.

Table 1. Project Budget by Deliverables and Timeline.

Expense Item	Deliverable	Delivery Date(s)	Total Cost of Expense	Amount from SD grant	Amount from Other Sources (Match)
Example: *wood, screws and other supplies*	***Example:*** *create a produce stand to share food grown in community garden with the neighbors*	*May 2021*	*$638.00*	*$500.00*	*$138.00*
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Explain how your project is in alignment with the plan(s) above: (50-word max)

Impact Statement: Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). (300-word max)

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Describe the positive impact expected from this project:
Indicate which groups are impacted: (persons or households with low incomes, low mobility access, low greenspace access, high heat impacts, low food access, aging in place, or high energy burden. , Other_____)

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Describe the negative impact expected from this project:
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Provide evidence of consultation with representatives of the person or groups impacted:
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Additional explanation:

Sustainable Dubuque Community Grant Proposal Evaluation Rubric

Project title: _____

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Community Education/Engagement						
Proposed project incorporates community education and/or community engagement:	5	4	3	2	1	**X**
Impact						
Plans to measure impact are planned and explained:	5	4	3	2	1	**X**
Performance measures are meaningful and relevant:	5	4	3	2	1	0

Notes:

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September 15, 2025

City of Dubuque
City Council

CLOSED SESSION #

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

SUMMARY:

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None