CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
October 20, 2025 at 6:30 PM

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

PROVIDING VIRTUAL PUBLIC INPUT

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

Use the following link to join the meeting from your computer, tablet or smartphone.
www.CityOfDubuque.org/VirtualMeeting
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United States (Toll Free): 1-877-568-4106
United States: +1 (571) 317-3129
Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

6:00 PM - Greater Dubuque Development Corporation Quarterly Update
Greater Dubuque Development Corporation staff will present a quarterly update.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. **Recognize Grand River Center for Consecutive Stella Awards**
   Parks and Recreation Director Matthew Kalcevich will recognize the Grand River Center and Oak View Group (OVG 360) staff for the recent Northstar Stella award

for a second consecutive year.

PROCLAMATIONS

1. **Domestic Violence Awareness Month (October 2025)**
   On behalf of Waypoint.

2. **Extra Mile Day (November 1, 2025)**
   Accepted by City of Dubuque Community Service & Outreach Coordinator Brittney Hayes on behalf of Extra Mile America.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of October 6, 2025; Arts and Cultural Affairs Grants Committee of August 14, 2025; Arts and Cultural Affairs Art on the River Committee of July 10, 2025; Human Rights Commission of September 9 and 16, 2025; Human Rights Commission Subcommittee for Commissioner Handbook Update of September 16, 2025; Proof of Publication for City Council Proceedings of September 8, 15, 22, 23, and 25, 2025.
   Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**
   Leonardo Campbell Sr. for property damage; Julie Ross 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: Leonardo Campbell Sr. for vehicle damage; Mik Kalloway for vehicle damage; Julie Ross 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. **Ratification of Approval of a First Amendment to Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority**
   City Manager recommending City Council adopt a resolution ratifying the approval of a First Amendment to Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority (IEDA).

RESOLUTION Ratifying The Approval Of A First Amendment To The Economic Development Assistance Contract 23-HQJP-011 By And Among McCoy Group, Inc., The City Of Dubuque, Iowa, And The Iowa Economic Development Authority
Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Ratification of Approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority**
   City Manager recommending City Council adopt the attached resolution, ratifying the approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority (IEDA).
   RESOLUTION Ratifying The Approval Of A First Amendment To The Economic Development Assistance Contract 22-HQJP-018 By And Among Hormel Foods Corporation And Progressive Processing, LLC, The City Of Dubuque, Iowa, And The Iowa Economic Development Authority
   Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Final Plat of Rosalynn Carter Place**
   Zoning Advisory Commission recommending City Council approve the Final Plat of Rosalynn Carter Place subject to waiving the lot frontage requirement for Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, and Lot 10.
   RESOLUTION Approving The Final Plat Of Rosalynn Carter Place, In The City Of Dubuque, Iowa
   Suggested Disposition: Receive and File; Adopt Resolution(s)

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

9. **Request for Consent to Additional Equipment and Modifications for Flag Pole Cell Tower at Madison Park**
   City Manager recommending City Council adopt a resolution approving the request from American Tower Corporation for additional equipment and modifications to the flag pole cell tower located at Madison Park, 1824 North Main Street in Dubuque.
   RESOLUTION Approving A Request For Additional Equipment And Modifications To The Flag Pole Cell Tower Located At Madison Park
   Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **Approving and Establishing Authorized City Representatives to submit a draw of funds on Iowa Department of Homeland Security and Emergency Management Grant for the Bee Branch Pumping Station Project**
City Manager recommending City Council approve and authorize City Representatives for the FEMA Grant from the Iowa Department of Homeland Security and Emergency Management Grant to be Project Manager, Jim Bousley and Grant Accountant, Anita Odobasic Gonyier for the Bee Branch Gate & Pumping Station Project.
RESOLUTION Approving And Establishing Authorized City Representatives As Required To Submit The Grant Reimbursement Draw On The Federal And State Of Iowa Department Of Homeland Security And Emergency Management FEMA Grant Of The Dubuque Bee Branch Gate & Pumping Station Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

11. **2024 SRF Green Alley Project - Voluntary Assessment Petition and Waiver Agreements**
City Manager recommending City Council approve the Voluntary Assessment Petition and Waiver agreements for both High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then related to the repair of private retaining walls which will be completed as part of the 2024 SRF Green Alley Project, through the adoption of the enclosed resolutions.
RESOLUTION Approving Voluntary Assessment Petition And Waiver Agreements For The 2024 SRF Green Alley Project
RESOLUTION Of Necessity For Voluntary Assessment Petition And Waiver Agreements For The 2024 SRF Green Alley Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

12. **Trackline Sanitary Sewer Reconstruction Project - Consulting Engineering Services RFQ Award**
City Manager recommending WHKS & Co for engineering services for the design of the Track Line Sanitary Sewer Reconstruction Project and authorizing the City Manager to negotiate an agreement and execute a contract not to exceed $500,000 with WHKS & Co for said services.
Suggested Disposition: Receive and File; Approve

13. **Signed Contracts**
Continental Fire Sprinkler Company for Fire Protection System Repair, Replace, and Test Fire Sprinkler Heads-Acceptance of Quote and Contract; Dubuque Community School District for School Resources Officers for School Year 2025-2026; Dubuque Fire Equipment for Various maintenance on fire extinguishers and other fire equipment; Dubuque Initiatives for professional services; Duke's for Root Roaming Sewer Pipe; Eide Bailly LLP Master Services Agreement; Green Iowa AmeriCorps for the AmeriCorps Host Site; LBC Framing and Electrical for Various electrical & framing work at 6 fire stations; Resilient Mind Psychology, LLC for Psychological Services provided to City of Dubuque Police Department; Shane Steffen for mowing, bailing, and removal of hay services at Dubuque Technology

Park; Strand Associates for the Water and Resource Recovery Center Phase 1 2024 Motor Control Center Communication and Programmable Logic Controller Upgrades – Bidding-and-Construction-Related Services; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 3; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 4; Top Grade Excavating for Storm Sewer Pipe Replacement at Fire Station 2 (2180 JFK Road).
Suggested Disposition: Receive and File

14. **Abstract of Votes - 2025 Primary Election**
City Clerk transmitting the Abstract of Votes for the October 7, 2025, Primary Election as certified by the Dubuque County Board of Supervisors.
Suggested Disposition: Receive and File

15. **Tobacco Compliance Settlement Agreements**
City Manager recommending City Council approval of the following Tobacco Compliance Acknowledgment/Settlement Agreements and authorize the mayor to sign the agreements: Fas Mart #5159, 2175 Central Ave; Caseys, 4003 Peru Rd; EZ Stop I, 1101 Rhomberg Ave (two separate violations); BP Fuel, 1450 Loras Blvd; EZ Stop II, 700 Rhomberg Ave. Establishments that choose to participate in the I-PLEDGE Retailer Training program are granted an affirmative defense, which may be exercised once within a four-year period. Kwik Stop has elected to invoke this defense in response to its three violations at the following locations: Kwik Stop, 4039 Pennsylvania Ave; Kwik Stop, 2320 Gateway Dr.; Kwik Stop, 3201 Central Ave.
Suggested Disposition: Receive and File; Approve

16. **Approval of Retail Alcohol Licenses**
City Manager recommending City Council approval of retail alcohol licenses as submitted.
RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
Suggested Disposition: Receive and File; Adopt Resolution(s)

ITEMS SET FOR PUBLIC HEARING

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

1. **Resolution Setting a Public Hearing on a Proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC**
City Manager recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment And Assumption Agreement Of The Downtown Rehabilitation Loan Agreement By And Between The City Of Dubuque, Iowa And Franklin Investments, LLC To Franklin Apartments, LLC For Property At 39 Bluff Street

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

2. **Resolution Setting a Public Hearing on a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank**

   City Manager recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025, on a proposed Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank.

   RESOLUTION Setting A Public Hearing For A Subordination Agreement By And Among The City Of Dubuque, Iowa, Franklin Apartments, LLC, And Premier Bank For Interest In City Property Located At 39 Bluff Street

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

3. **Resolution Setting a Public Hearing on a Proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC**

   City Manager recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

   RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement By And Between The City Of Dubuque And Franklin Investments, LLC To Franklin Apartments, LLC

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

4. **Ambassador Court Storm Sewer Replacement Project - Initiate Public Bidding Process and Setting Date for a Public Hearing**

   City Manager recommending City Council authorize the public bidding process and set a public hearing for November 3, 2025, and to preliminarily approve the plans, specifications, form of contract, and estimated cost of $161,038.13 for the Ambassador Court Storm Sewer Replacement Project through the adoption of the attached resolution.

   RESOLUTION Ambassador Court Storm Sewer Replacement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

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

5. **Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.**
   City Manager recommending City Council adopt the attached resolution setting a public hearing for November 3, 2025, on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.
   RESOLUTION Setting A Public Hearing To Consider The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Pier Pressure Marine IA, Inc. For Real Property In The City Of Dubuque, Iowa
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 3, 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.

   Investment and Cash Management Oversight Advisory Commission
   One, 3-Year term through July 1, 2028 (Expired term of Ruden)
   Applicant:
   Gary Ruden, PO Box 835 – Physical Address Verified

PUBLIC HEARINGS

Residents are invited to address the City Council on the following agenda items. Please come to the podium and state your name and address when the item you wish to speak to is being considered.

1. **Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC 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 Hitzler Rental, LLC 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 Hitzler Rental, LLC For The Redevelopment Of The Property At 2541 Central Avenue, Including The Issuance Of Urban Tax Increment Revenue Obligations

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

2. **Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC 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 1248 Iowa St, LLC 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 1248 Iowa St, LLC For The Redevelopment Of The Property At 1236-1248 Iowa Street, Including The Issuance Of Urban Tax Increment Revenue Obligations

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

3. **Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling 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 a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling 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 Ned Oberbroeckling For The Redevelopment Of The Property At 372 Main Street, Including The Issuance Of Urban Tax Increment Revenue Obligations

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

4. **Comiskey Park Environmental Covenant**

   Proof of publication on notice of public hearing to consider City Council adopt a resolution approving the Iowa Land Recycling Program Environmental Covenant with the Iowa Department Of Natural Resources for Comiskey Park, and City Manager recommending approval.

   RESOLUTION Approving The Iowa Land Recycling Program Environmental Covenant Between The City Of Dubuque, Iowa And The Iowa Department Of Natural Resources

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

5. **Fiscal Year 2026 First Budget Amendment**

   Proof of publication on notice of public hearing to consider City Council approval of the first Fiscal Year 2026 Budget Amendment, which amends the Fiscal Year 2026 budget for City Council actions since the beginning of the Fiscal Year and includes

items which City Council has expressed support for, and City Manager recommending approval.
RESOLUTION Amending The Current Budget For Fiscal Year Ending June 2026 (As Last Certified Or Amended On 04/28/2025)
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. **Grand River Center Presentation of Fiscal Year 2025 Annual Report**
   Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas will present the Grand River Center's Fiscal Year 2025 Annual Report.
   Suggested Disposition: Receive and File; Presentation

2. **Approving a Contract with Dubuque Main Street Providing Funds for its SWAP Grant Program**
   City Manager recommending City Council approval of the attached contract committing $60,000 to Dubuque Main Street for the continuation of its SWAP Grant Program.
   RESOLUTION Approving A Grant Administration Agreement With Dubuque Main Street, Ltd. To Administer The Swap Grant Program, Including City Funding
   Suggested Disposition: Receive and File; Adopt Resolution(s)

3. **Quarterly Update on New Housing Projects Video**
   Communications Office staff will show a quarterly update video on new housing projects within the city. The video can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/ZOkxJy781Yg?si=AX-SW9feMIx_wqdX
   Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

The agenda with supporting documents may be accessed at www.cityofdubuque.org or at the City Clerk's Office at 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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October 20, 2025

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE: 6:00 PM - Greater Dubuque Development Corporation Quarterly Update

SUMMARY: Greater Dubuque Development Corporation staff will present a quarterly update.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Handout
2. Presentation

YOU can be great here.

2022-2027 Campaign

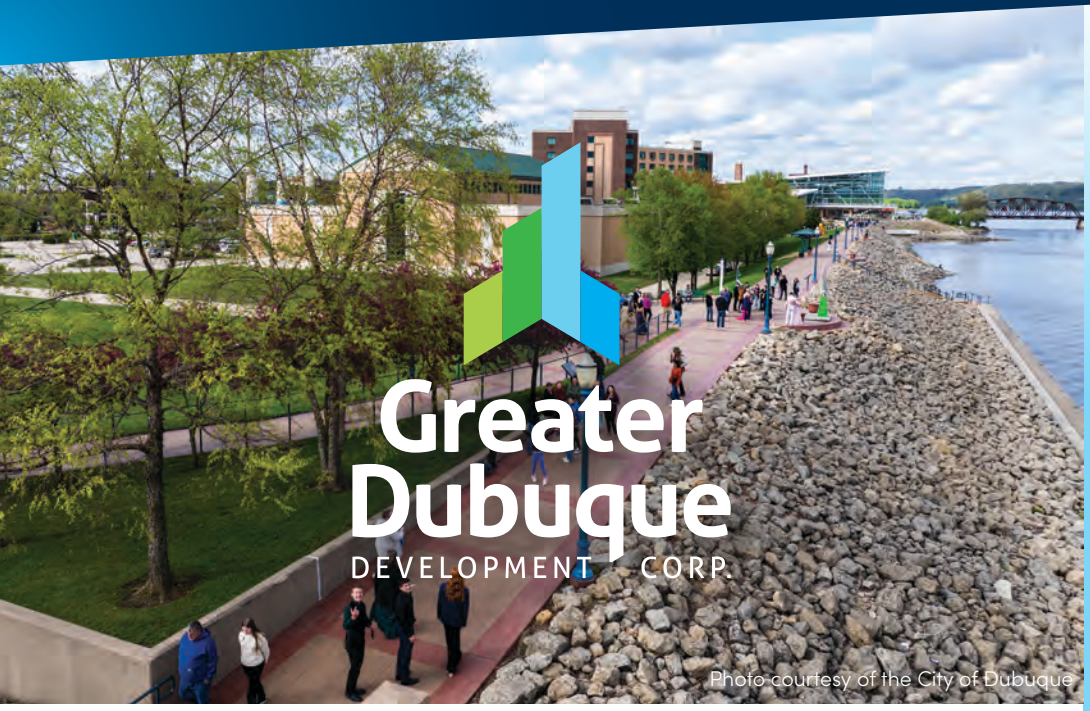


Photo courtesy of the City of Dubuque

Established in November 1984, Greater Dubuque Development is a public/private non-profit partnership formed for the purpose of creating and retaining quality employment within our region while maintaining and enhancing our quality of life for the benefit of all businesses and residents. While our focus is on Dubuque and Dubuque County, also referred to in economic development terms as the Dubuque Metropolitan Statistical Area (MSA), the positive impact of our actions and relationships ripple throughout the Tri-State region.

Our 2022-2027 **YOU can be great here** campaign is a five-year plan with aggressive goals, clear strategies, and actionable steps aimed at population growth, job creation, increased wages, construction investment, and poverty reduction. Through our three pillars of Workforce Solutions, Business Services, and Strategic Initiatives, we support and grow our business community and their workforce while constantly improving our region's quality of life. With the help of regional leaders, businesses, non-profits, educational institutions, and citizens working closely together, we can create a vibrant region of choice that delivers on the promise **YOU can be great here.**

2027 Goals

64K jobs
By 2027, grow the regional workforce of Dubuque County to 64,000.

$1B construction investment
Encourage and facilitate $1 billion of cumulative new residential and commercial construction by 2027.

$76K median household income
Increase the Dubuque MSA median household income to $76,000 by 2027.

105K population
Make 2027 the year that the Dubuque County population reaches 105,000.

-5% reduce poverty
By 2027, reduce the number of households below the Dubuque County Supplemental Poverty Measurement by five percent.

Schmid Innovation Center | 900 Jackson Street, Suite 109, Dubuque, Iowa 52001 | 563.557.9049
greaterdubuque.org | youcanbegreathere.com

Our region's economic future and delivering on the promise that **YOU can be great here** will be built on the strength and stability of three critical priorities:

WORKFORCE solutions
BUSINESS services
STRATEGIC initiatives

Greater Dubuque DEVELOPMENT CORP.

WORKFORCE SOLUTIONS

Manage resources and facilitate relationships that streamline connections between employers and job seekers.

- AccessDubuqueJobs.com
- Spring & Fall Career Fairs
- HR Professionals Cohort
- Rapid Response Outreach
- Workforce Solutions Events
- International Student Retention Efforts

12,146 *Jobs Posted to AccessDubuqueJobs.com Regional Job Board* (FY24-25)

490+ *Job Seeker Career Fair Attendees* (FY24-25)

Recruit and retain newcomers through direct programming and targeted marketing strategies.

- Distinctively Dubuque Newcomer Program
- Community Tours & Relocation Guide
- YOU can be great here Marketing Campaign
- Annual Welcome Students Campaign

118 *Participants in Distinctively Dubuque Newcomer Program* (FY24-25)

58 *Community Tours Provided* (FY24-25)

Connect untapped talent with opportunities for personal and professional growth in the community.

- YOU can be great here Community of Colleges Events
- Dubuque Works Network
- Opportunity Dubuque Certificate Training Tuition Support

3,882 *Opportunity Dubuque Certificate Completions* (since 2011 program launch)

BUSINESS SERVICES

Establish and maintain trusted relationships with business community and public sector to advocate and support regional growth.

- Info*Action* Interviews
- Business Assistance Requests
- Monthly Touchpoints with Municipal & State Government, Utilities, Others
- Quarterly Tri-State Economic Practioners Convenings

255 *InfoAction Interviews* (FY24-25)

415 *Business Assistance Request Followups* (FY24-25)

Identify and promote opportunities for business relocation and business expansion within the region.

- Regional Project Facilitation
- National Marketing Proposals
- RESimplifi / LOIS Property Listings

7 *New Expansions Assisted by Greater Dubuque Development* (FY24-25)

$33,539,525 *New Expansion Investment* (FY24-25)

Provide access to labor data and market insights to maximize resources and promote adoption of best practices.

- Quarterly & Annual Action Dashboard Reports
- Annual Wage & Occupations Report
- Annual Skills Gap Analysis
- Salary.com Compensation Analysis Services
- Laborshed Study

STRATEGIC INITIATIVES

Facilitate economic growth by analyzing and cooperatively addressing gaps in community services.

- 2025 Dubuque Housing Needs Assessment
- IEDC 2025 Excellence in Economic Development Award for Dubuque Broadband Acceration Initiative

Bring the public and private sectors together to secure and utilize diverse resources to deliver on community priorities.

- Business Champions for Child Care Transition to Community Foundation of Greater Dubuque
- Housing Tax Credits & Incentives
- Urban Redevelopment Planning & Projects

$845K *Secured for Phase II Build-out of Bright Minds Campus* (2025)

20 *Dubuque County Child Care Providers Granted $214K+ in Wage Enhancement & Recruitment Funds* (2025)

Identify and remove barriers, improve public policy and incentives to empower the private sector and inspire bold development.

- Housing Development Policy
- Public Transit Access with Commuter Workforce Route & College Student Fare Waiver
- Broadband Provider Expansion & Universal Connectivity

2,322 *Proposed New Housing Units* (as of Sept. 2025)

Approaching **100%** *City-wide Broadband Access in Dubuque*

FY24-25 = July 1, 2024 - June 30, 2025

accessdubuquejobs.com

AccessDubuqueJobs.com is made possible through a partnership between TH Media and Greater Dubuque Development Corporation.

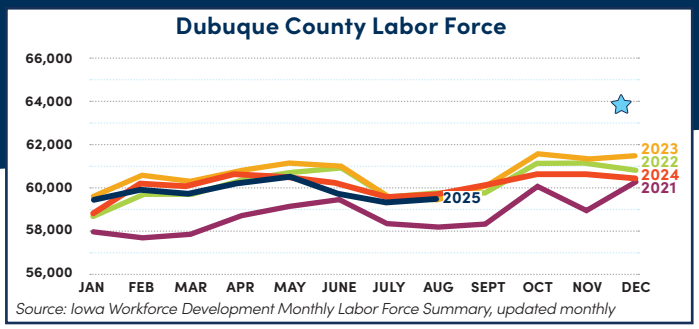
TH MEDIA Connecting our Community

Greater Dubuque DEVELOPMENT CORP.

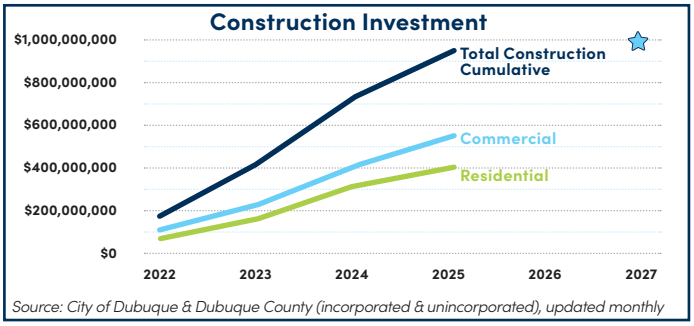
Greater Dubuque Development is governed by a Board of Directors of 46 forward-thinking members of the Greater Dubuque community. In addition to our Board of Directors, the voices of 30 up and coming leaders from the region serve on our Future Leadership Team. For more information, visit www.greaterdubuque.org/who-we-are/our-board.

YOU can be great here PROGRESS

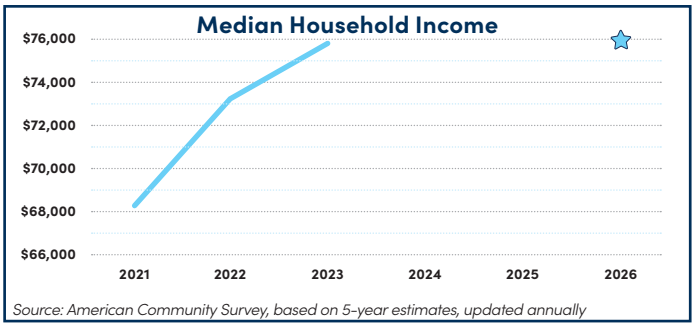
2022-2027 Campaign



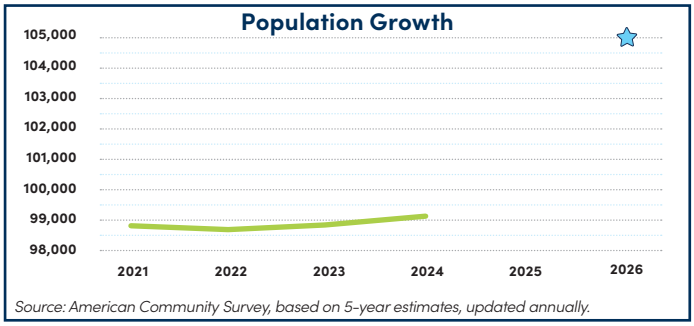
Source: Iowa Workforce Development Monthly Labor Force Summary, updated monthly



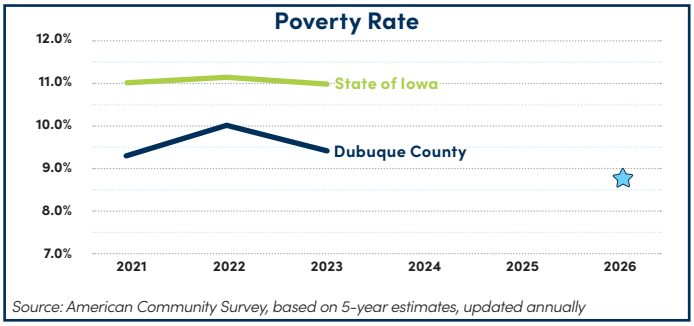
Source: City of Dubuque & Dubuque County (incorporated & unincorporated), updated monthly



Source: American Community Survey, based on 5-year estimates, updated annually



Source: American Community Survey, based on 5-year estimates, updated annually.



Source: American Community Survey, based on 5-year estimates, updated annually

Grow Dubuque County Labor Force

64,000 Jobs

GOAL: Grow the workforce of the Dubuque Metropolitan Statistical Area (MSA) to over 64,000 jobs by 2027.

PROGRESS: MAINTAINING - As of August 2025, the Dubuque MSA is at an employment level of 59,500*.

**In the Dubuque MSA, 11.0% of the employed working age population are remote workers. If it is for an employer outside of the MSA, they would not be counted in the Dubuque MSA workforce totals.*

Ignite Construction Investment

$1 billion

GOAL: Encourage and facilitate $1 billion of cumulative new residential and commercial construction across the Dubuque MSA by 2027.

PROGRESS: ON TRACK - Now 3-years into the 5-year campaign, total residential and commercial construction investment in the Dubuque MSA has surpassed 93.3% of the overall goal at $953,713,361 (as of August 2025).

Raise Median Household Income

$76,000

GOAL: Increase median household income for those living in the Dubuque MSA to $76,000 by 2027.

PROGRESS: ON TRACK - As of December 2024, median household income has increased from the 2021 benchmark of $68,198 to $75,919.

Increase Dubuque County Population

105,000

GOAL: Make 2027 the year that the population of the Dubuque MSA reaches 105,000.

PROGRESS: IMPROVING - As of September 2025, Dubuque County's population is holding steady at 99,242.

Decrease Poverty Rate

-5%

GOAL: By 2027, reduce the number of Dubuque MSA households below the Dubuque County Supplemental Poverty Measurement by five percent to 8.8%.

PROGRESS: ON TRACK - As of December 2024, the poverty rate for Dubuque County decreased from 10.0% the year prior to 9.4%.

YOU can be great here.

Greater Dubuque
DEVELOPMENT CORP.

City of Dubuque Work Session

October 20, 2025 at 6:00 p.m.

YOU can be great here.

Greater Dubuque
DEVELOPMENT CORP.

Housing Challenges & Opportunities

Rick Dickinson
President & CEO

YOU can be great here.

Greater Dubuque DEVELOPMENT CORP.

Housing Challenges & Opportunities

1. Uncovering the Challenge
2. Study the Problem
3. Develop & Implement Strategies
4. Monitor Outcomes
5. *Repeat*

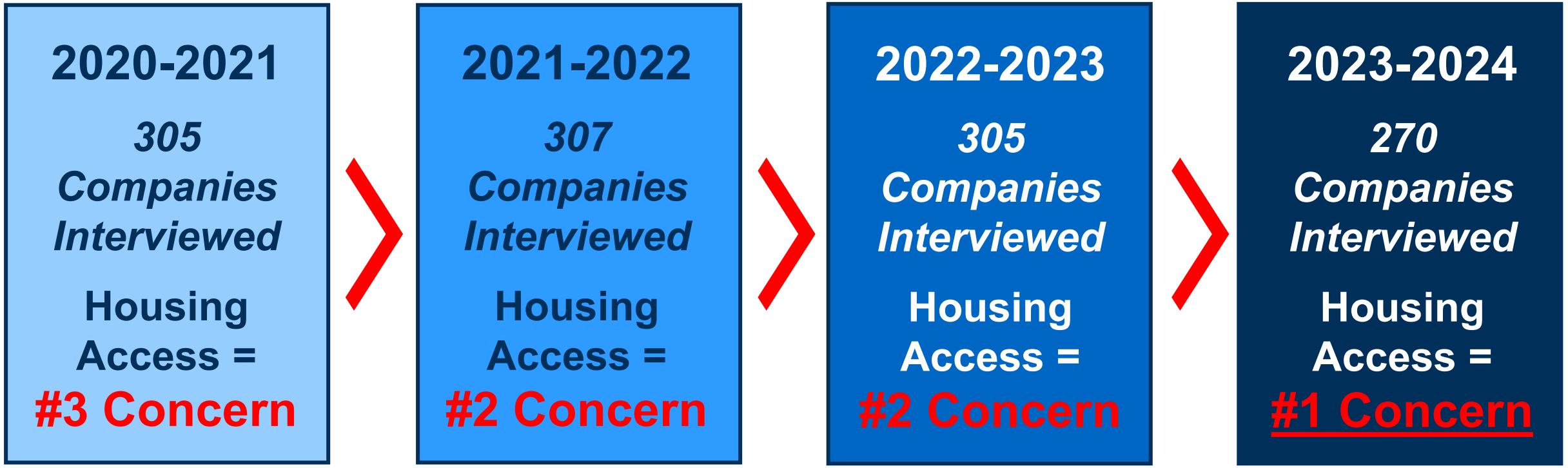
Greater Dubuque DEVELOPMENT CORP.

InfoActions

Q50: Looking at the long-term viability of both your company and this community, which of the following efforts do you believe should be prioritized to increase the competitiveness of the city, region, or state?

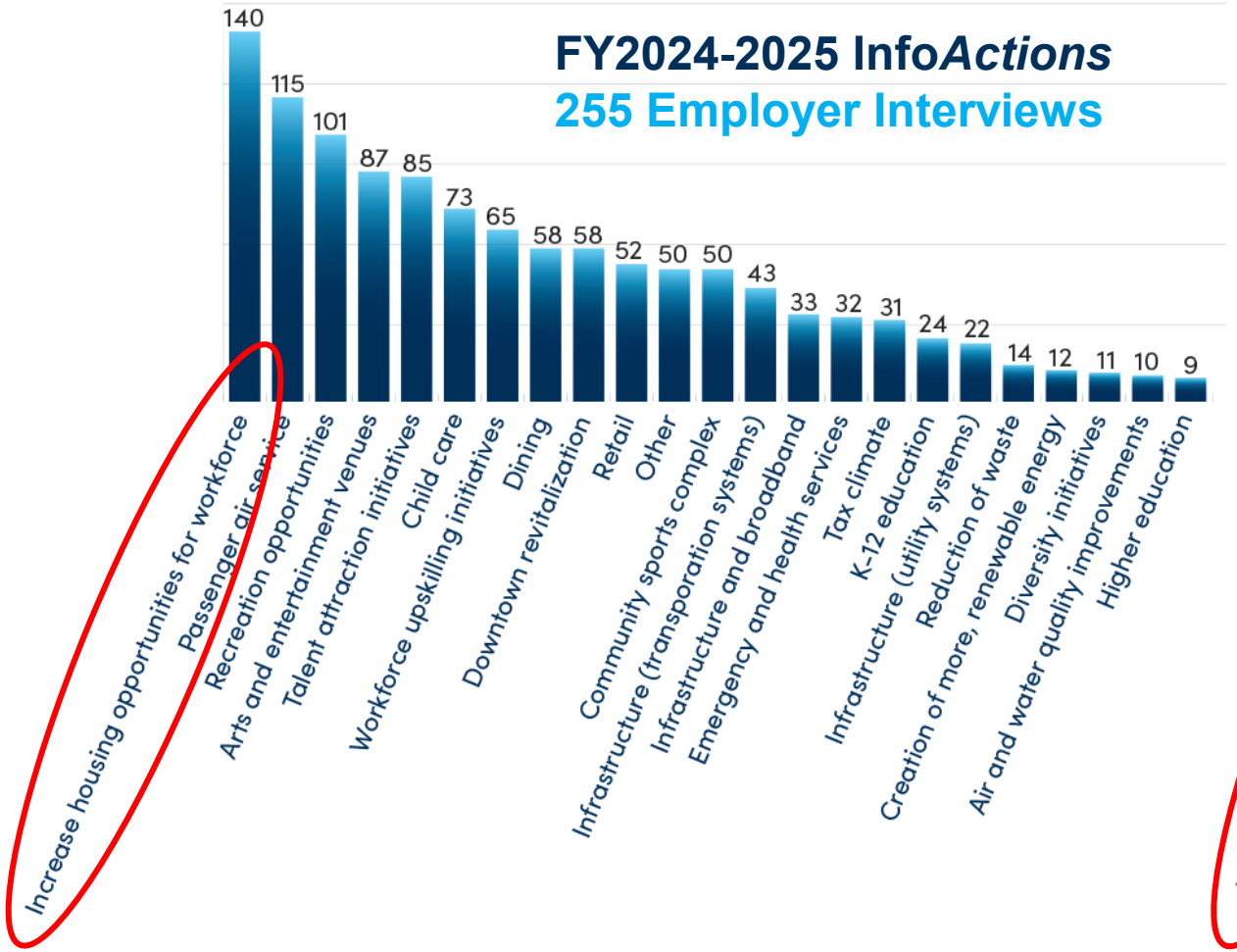
Housing Availability & Affordability:

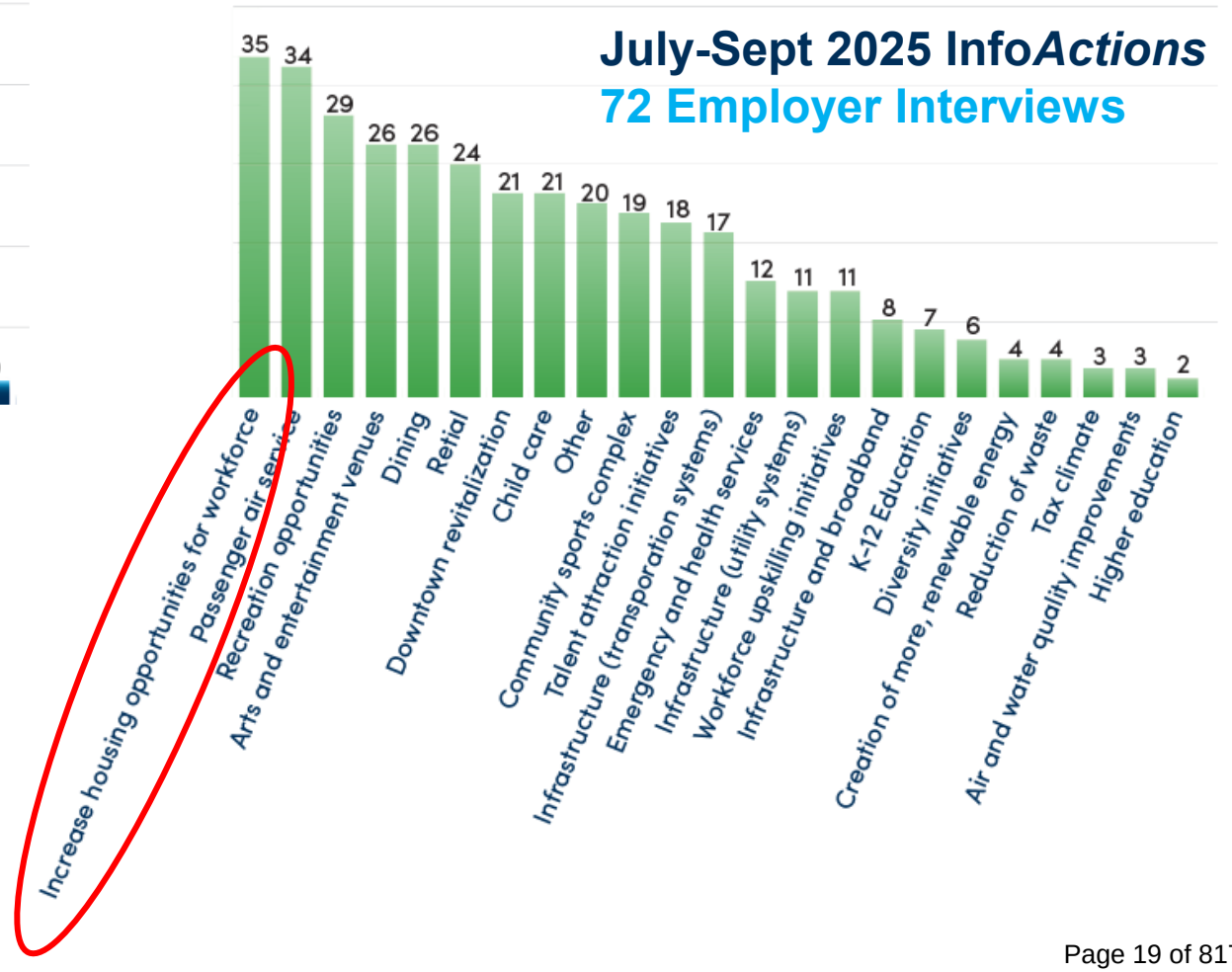
A Growing Concern Among Area Employers, 2020 to Present



InfoActions

Q50: Looking at the long-term viability of both your company and this community, which of the following efforts do you believe should be prioritized to increase the competitiveness of the city, region, or state?

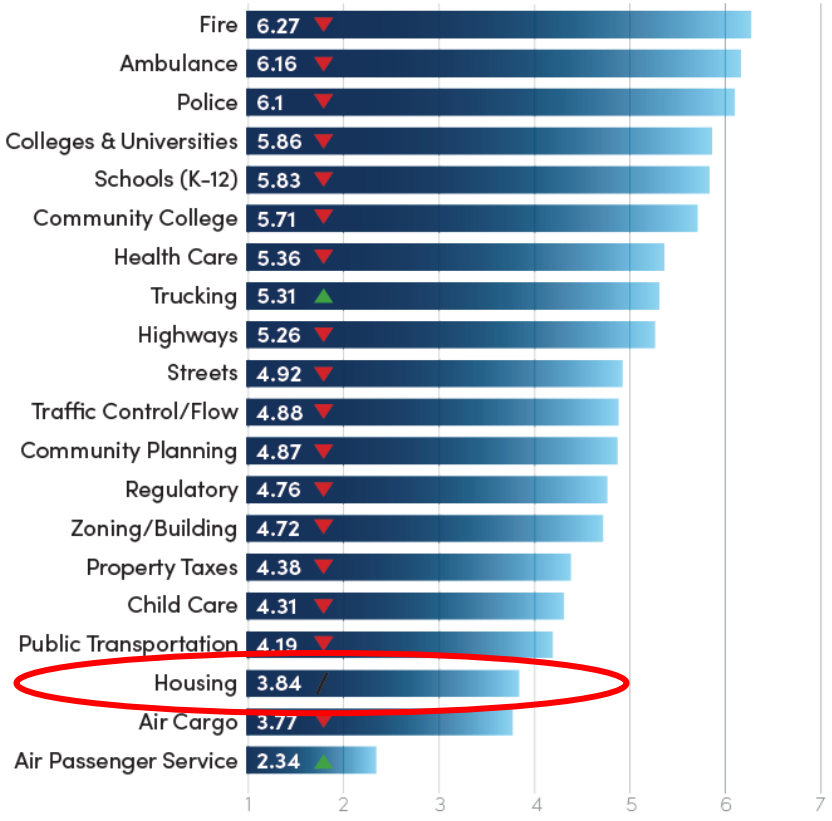




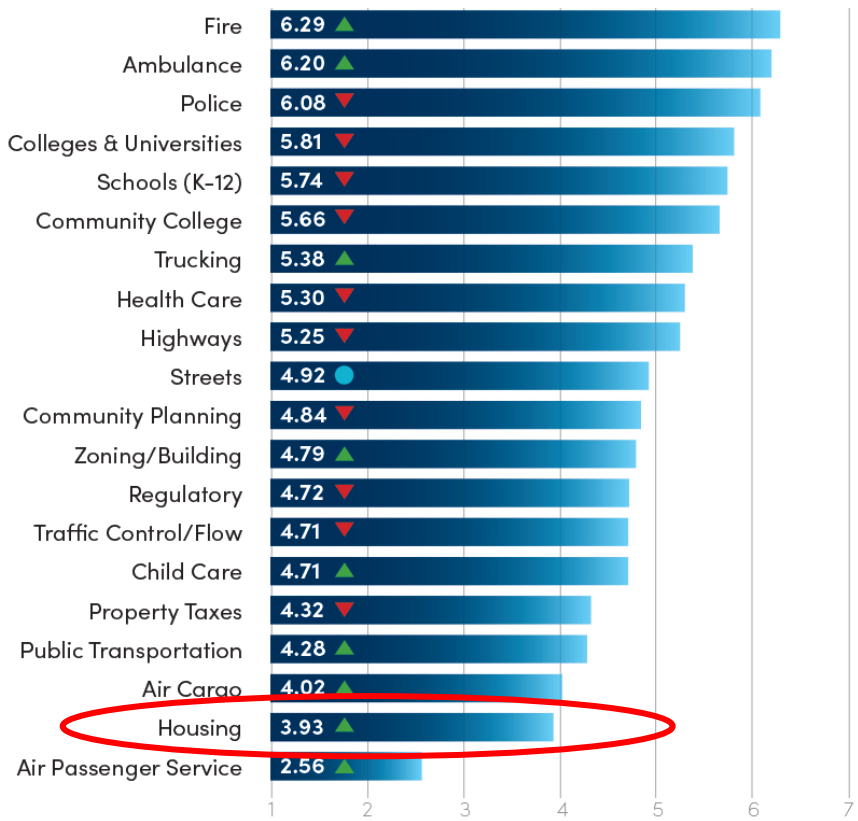
InfoActions

Q46: Rate the quality of community services on a scale of 1 to 7, with 7 being highest (20 services presented for rating).

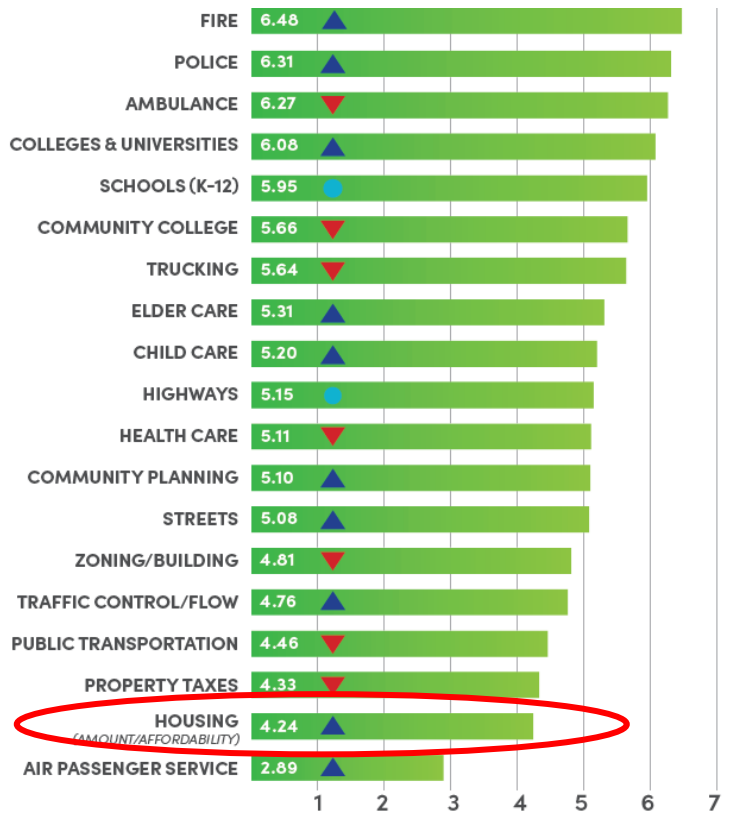
FY2023-2024
270 Employer Interviews



FY2024-2025
255 Employer Interviews



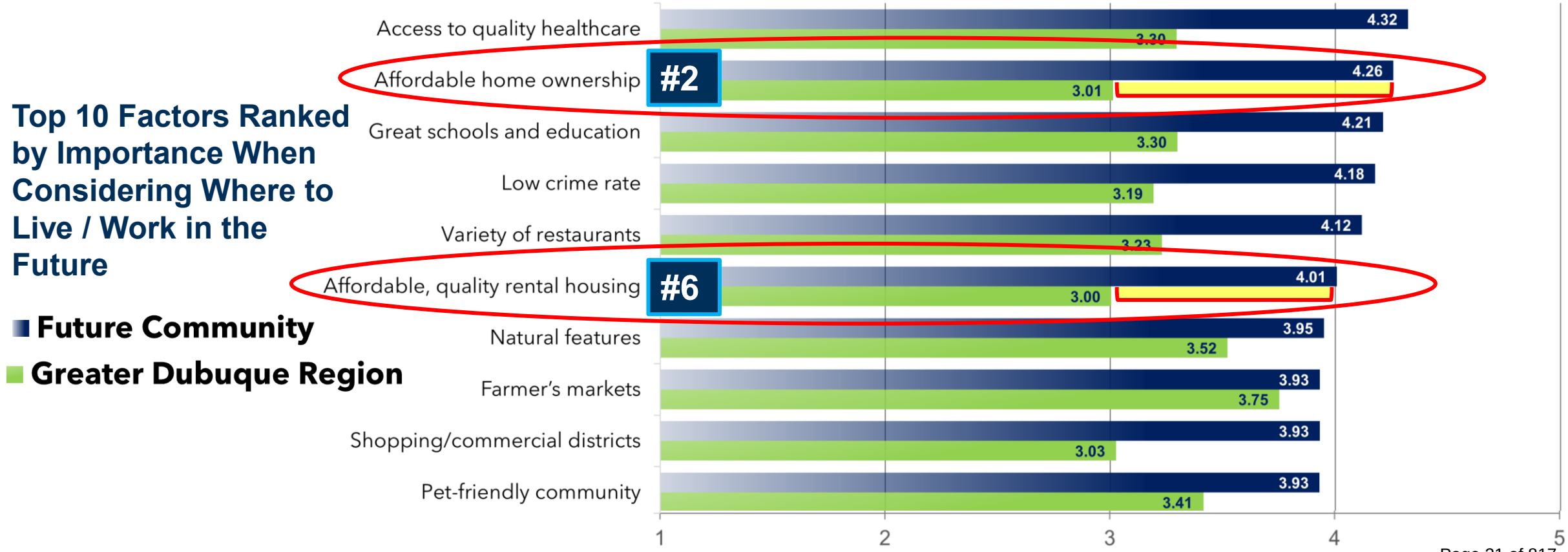
July-Sept 2025
72 Employer Interviews



Next Gen Perceptions Survey

Based on 2023 survey of 1,157 persons 30 years old or younger rating importance of 35 community factors when choosing where to live / work in the future versus how Greater Dubuque region ranks in delivering that service.

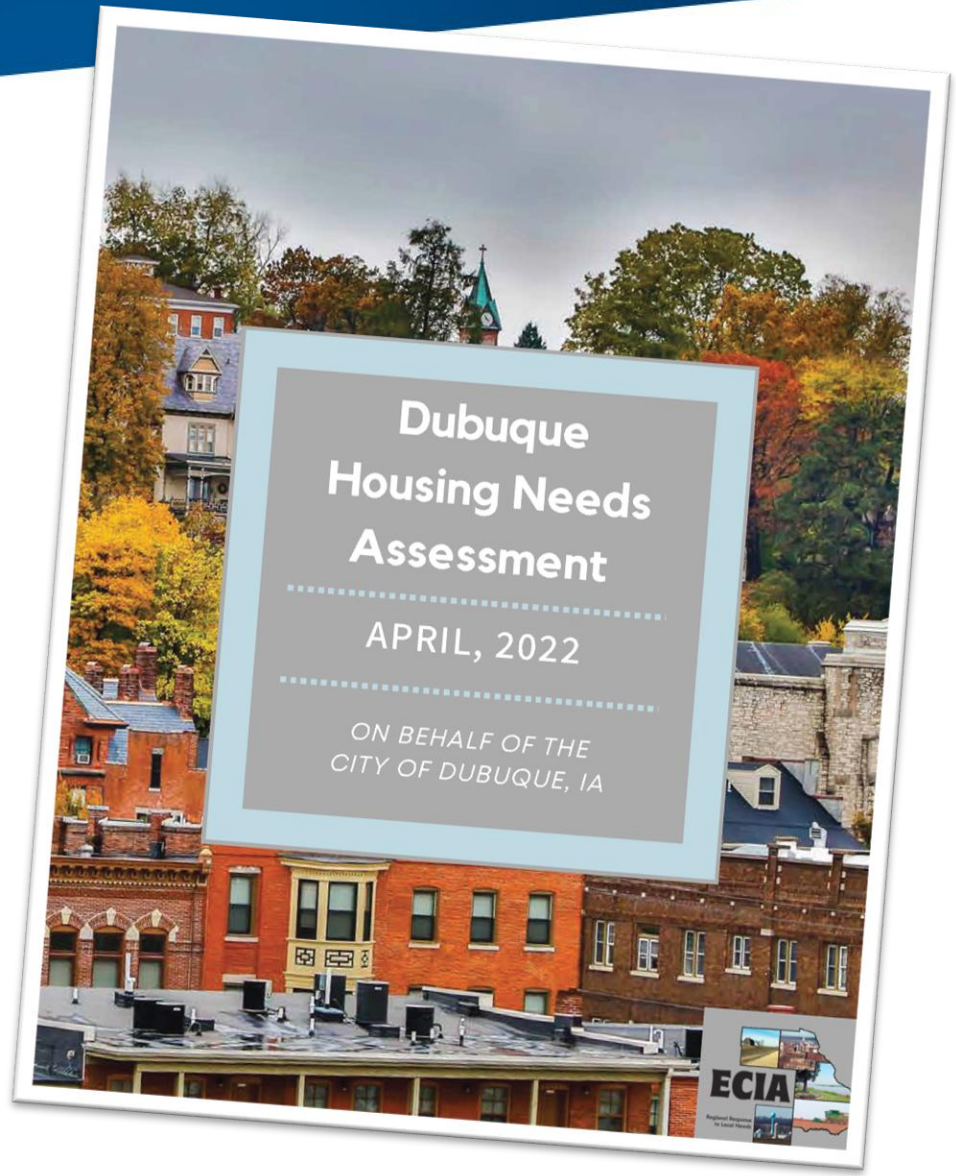
Top 10 Factors Ranked by Importance When Considering Where to Live / Work in the Future



2022 Housing Needs Assessment

Develop & Implement Strategies

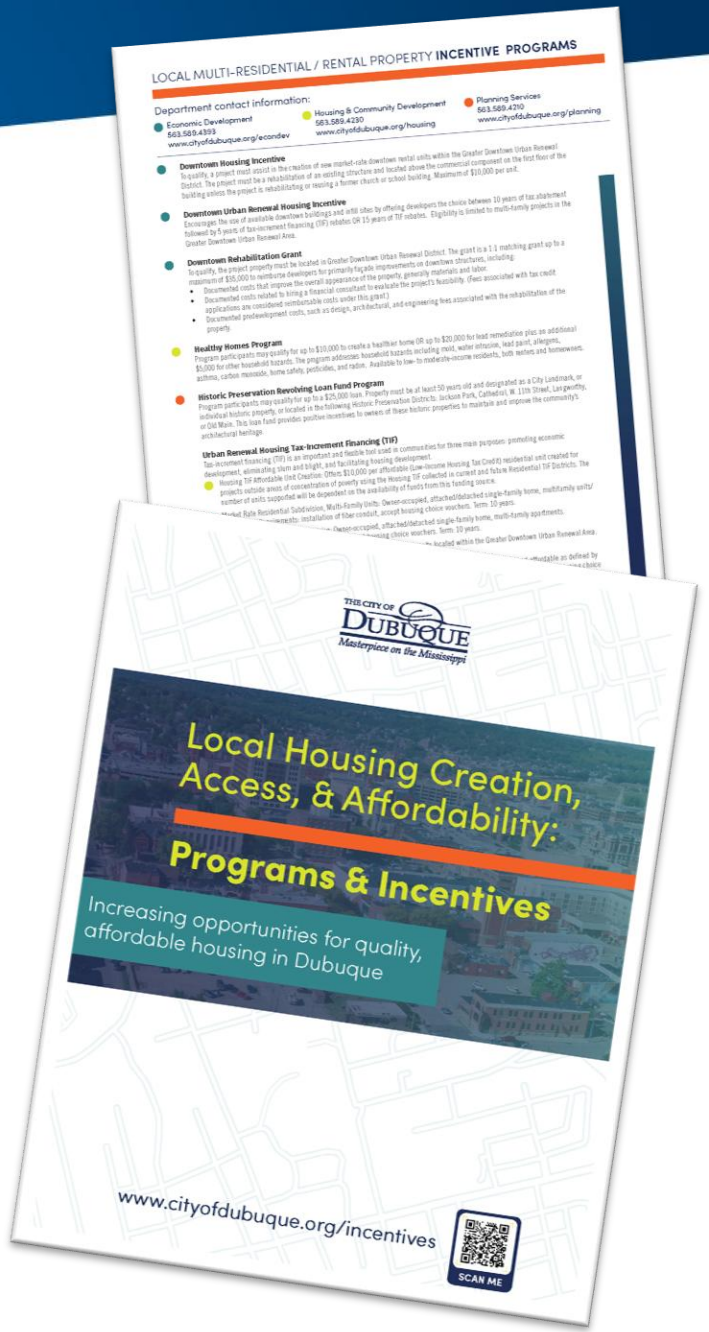
- Designation as a "*Distressed Housing Community*" positioned Dubuque projects favorably for the Iowa Economic Development Authority's **Workforce Housing Tax Credit program**, including market-rate and greenfield developments. The designation also strengthens applications for federal **Low-Income Housing Tax Credits** (LIHTC).



2022 Housing Needs Assessment

Develop & Implement Strategies (continued)

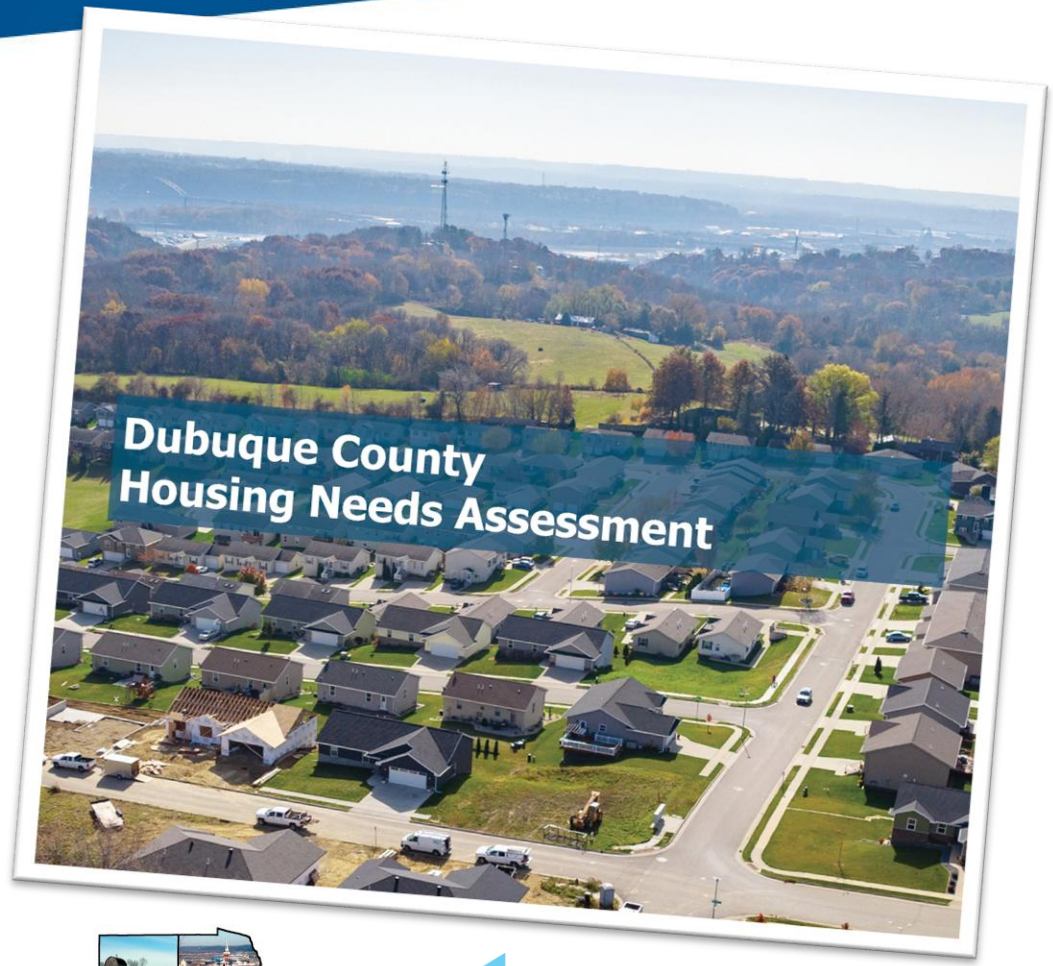
- The City of Dubuque **approved new housing incentives to stimulate private investment** encouraging the creation of new workforce and middle-market housing. Including expanded tax abatement, tax increment financing options, land purchase grants, and other targeted neighborhood-based incentives.
- By consolidating and clarifying its housing incentives in the **Programs & Incentives brochure**, the City of Dubuque established a transparent foundation for private investment.



2025 Dubuque County Housing Assessment

2025 Housing Assessment Update:

- All of Dubuque County
- Highlighted persistent challenges in workforce and middle-market housing availability and affordability



ECIA

Greater Dubuque DEVELOPMENT CORP.

Creating A Balanced Housing Market

- **Neither buyers and sellers or landlords and renters** have an overwhelming advantage.
- **Housing costs** don't grow faster than wages.
- **New construction** generally keeps pace with population growth and vacancy rates stay in the balanced range.
- 0.6% homeowner vacancy; 5.3% rental vacancy = **Lowest overall vacancy rate among Iowa peer counties**

Workforce Housing

- Workforce housing serves rental or owner-occupied housing for households making $55-93k, approx. 30% of Dubuque County households.
- Example Resident Profiles:
  1. **Single Worker**
     - Male 25 years old, working as Production Associate, making $43K per year.
  2. **Working Family**
     - Two adults 40 years old with two children, one working as a restaurant assistant manager and the other as an early childhood teacher, making $61K per year combined.

Workforce Housing Progress

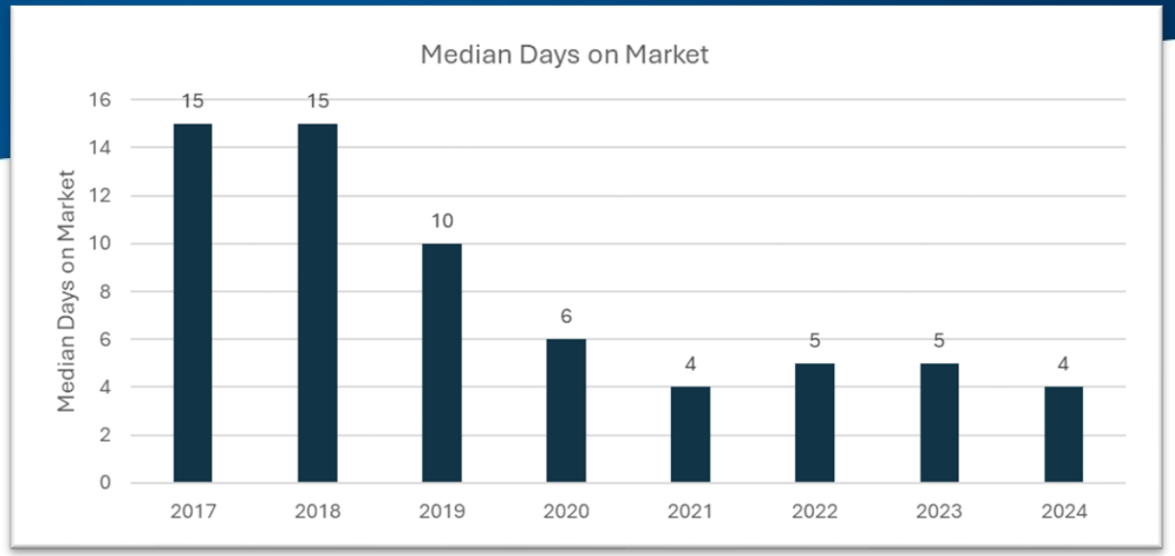
EXAMPLE > Union at the Marina

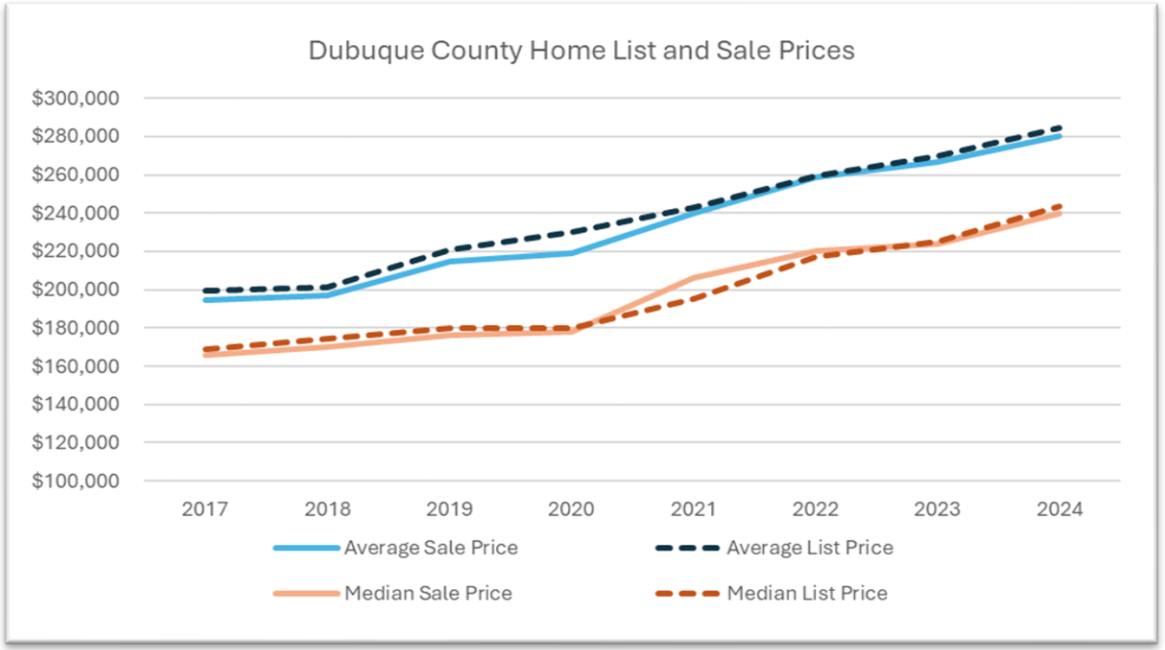
- $55m project, creating 201 units
- State & Federal Incentives:
  - Low Income Housing Tax Credits
- Local incentives:
  - Land Grant
  - Tax Increment Financing
  - Lift Station Upgrade

2025 Housing Assessment

Middle-Market Housing Need by the Numbers

- Days on Market (DOM) down since 2020 = **Undersupply**
- Median home sale price = $240K, **up 44% since 2017**
- Median rent $944/month, **up 41% since 2013**
- A median-priced home is only **affordable to 38% of households**





Middle-Market Rental Progress

Middle-Market Rentals

- Middle Market rental serves households earning $75,000–$110,000, roughly 12% of Dubuque County households
- Example Resident Profile:
  1. **Young Professional**
     - 29 years old, marketing analyst working remotely for a regional firm, earning $68k/yr. Rents a 1-bedroom apartment for $1,450/month in a high-amenity building downtown.

Rendering courtesy of Talon Development

EXAMPLE > Fox Hills

- $60M project creating 390 units
- Local Incentives:
  - Property Tax Abatement
- State Incentives:
  - Workforce Housing Tax Credits

Middle-Market Single Family Progress

Middle-Market Single Family

- Serves households earning $90-130k looking for ownership options between $250-400k.
- Example Resident Profiles:
  1. **Young Family**
     - Two adults 38 years old with 2 children, one working as a teacher and the other as mid-level manufacturing manager, making $118k per year together
  2. **Established Professional Couple**
     - Two adults 45 years old, working as healthcare administrators, making $125k per year together

Rendering courtesy of Switch Homes

The Farm-Dubuque

- Creation of 105 single & multi-family units
- Local incentives:
  - Tax Increment Financing

The Path Forward

Based on the growth rate of the most recent decade, **Dubuque County will need 2,560 new housing units by 2035**.

- Continue current incentive programs
- Reduce pre-construction costs through **proactive and simplified regulatory and permitting system.**
- **Capitalize affordable short-term construction loans** for smaller developers/developments.
- Develop a **revolving loan fund for owner-led rehabilitations.**

YOUR HOUSING can be great here.

Q&A

Rick Dickinson
President & CEO

Nic Hockenberry
Director of Workforce Programming

Dave Lyons
Strategic Initiatives Consultant

YOU can be great here.

Greater Dubuque DEVELOPMENT CORP.

Thank You

Greater Dubuque
DEVELOPMENT CORP.

access dubuque jobs.com

#youcanbegreathere

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October 20, 2025

City of Dubuque
City Council

PRESENTATIONS # 1.

ITEM TITLE: Recognize Grand River Center for Consecutive Stella Awards

SUMMARY: Parks and Recreation Director Matthew Kalcevich will recognize the Grand River Center and Oak View Group (OVG 360) staff for the recent Northstar Stella award for a second consecutive year.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Grand River Center Stella Award Media Release

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: Recognize Grand River Center for Consecutive Stella Awards

DATE: October 14, 2025

Parks and Recreation Director Matthew Kalcevich will recognize the Grand River Center and Oak View Group (OVG 360) staff for the recent Northstar Stella award for a second consecutive year.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Marie L. Ware, Acting Project and Facilities Manager
Jared Charland, Project and Facilities Manager
Ryan Bonifas, Grand River Center and Five Flags Civic Center General 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: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Recognize Grand River Center Stella Award for Back-to-Back Awards

DATE: October 13, 2025

INTRODUCTION

The purpose of this memo to request time for the City Council to recognize Grand River Center and Oak View Group (OVG 360) staff for the recent Northstar Stella award for a second consecutive year.

DISCUSSION

Grand River Center won the 2025 Northstar Stella Award, earning the gold medal for Best Convention Center in the Midwest for a second consecutive year. Receiving this award showcases OVG 360's commitment to excellence, reflecting the team's dedication and the exceptional experiences they provide during each event.

The Stella Awards honor excellence across key industry segments: hotels, convention and conference centers, airlines, cruise lines, DMOs/CVBs and DMCs. This year's winners, selected from 1,000 nominations in 16 categories, exemplify overall excellence, superior food and beverage offerings, professionalism of staff, sustainability initiatives, and other critical aspects of the meetings and events experience.

Reviewing the award winners from across the country, Grand River Center joined an elite group of Convention Centers. Click this link to view - Stella Awards 2025: Best Convention Center | Northstar Meetings Group. The gold award is the top award given to only one center in the Midwest. Receiving the 2025 Northstar Stella Award for Best Convention Center in the Midwest for a second year is a true reflection of OVG's unwavering commitment to excellence. This recognition underscores their dedication to providing outstanding experiences for clients and guests. The Grand River Center is proud to be counted among the top venues in the region and remains committed to upholding the highest standards in service, hospitality, and event execution.

The 2025 Northstar Stella Award for Best Convention Center in the Midwest was announced October 1, 2025.

We celebrate this award recently received and the extra special award of receiving it two years in a row.

ACTION REQUESTED

I respectfully request time for the City Council to recognize Grand River Center and OVG staff for the recent award.

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

cc: Ryan Bonifas, Grand River Center and Five Flags Civic Center General Manager
Jared Charland, Project and Facilities Manager

Grand River Center Wins 2025 Stella Award Back-to-Back Best Convention Center in the Midwest

* *CLICK HERE FOR LINK TO PHOTOS* *

(DUBUQUE, IA – October 6, 2025) Oak View Group, operators of the Grand River Center, are proud to announce that the Grand River Center won the 2025 Northstar Stella Award for the second consecutive year in a row, earning the gold medal for Best Convention Center in the Midwest. This recognition highlights the Grand River Center's unmatched standard of service and hospitality. The award reflects the dedication of the entire team and the exceptional event experiences consistently delivered to clients and guests.

The Stella Awards recognize excellence across the meetings and events industry, celebrating top performers in hotels, convention centers, conference venues, airlines, cruise lines, DMOs/CVBs, and DMCs. This year's honorees were chosen from more than 8,000 votes and 1,000 nominations, standing out for their commitment to excellence in service, culinary offerings, staff professionalism, sustainability, and overall event experiences.

"Winning the Stella Award two years in a row is a reflection of consistency and commitment we have built here in Dubuque," said General Manager Ryan Bonifas. "This back-to-back recognition would not be possible without our dedicated team and the overall support of Oak View Group, the City of Dubuque, and Travel Dubuque. We look forward to continuing to raise the standard for guest experiences at the Grand River Center."

Earning the 2025 Northstar Stella Award for Best Convention Center in the Midwest for the second consecutive year is a powerful testament to the Grand River Center team's consistent drive to excellence. This recognition highlights our dedication to delivering exceptional experiences for every client and guest. This honor reflects the strength of our team, whose commitment to excellence shines through in every event. From tailored event planning and exceptional culinary offerings to advanced technology, sustainability efforts, and seamless guest service, the Grand River Center consistently delivers experiences that exceed expectations. As one of the premier venues in the region, the Grand River Center takes pride in setting the benchmark for service, hospitality, and event execution. This back-to-back honor not only celebrates past achievements but also drives the team to continually elevate the quality of future events.

"Winning this award two years in a row speaks volumes about the Grand River Center team and the care they put into every event. The facility continues to be a cornerstone of our community,

driving economic impact and establishing Dubuque as a premier destination for conventions throughout the Midwest. We're fortunate to have an asset like this in Dubuque." Said Keith Rahe, President & CEO of Travel Dubuque.

About Oak View Group
Oak View Group (OVG) is the global leader in live experience venue development, management, premium hospitality services, and 360-degree solutions for a collection of world-class-owned venues and a client roster of arenas, stadiums, convention centers, music festivals, performing arts centers, and cultural institutions. Founded by Tim Leiweke and Irving Azoff in 2015, OVG is the leading developer of major new venues either open or under development across four continents. Visit OakViewGroup.com, and follow OVG on Facebook, Instagram, LinkedIn, and X.

# # #

CONTACT:
Rachel Clisch, Director of Sales & Marketing
Grand River Center
563-239-9301
Rachel.Clisch@oakviewgroup.com

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October 20, 2025

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE: Domestic Violence Awareness Month (October 2025)

SUMMARY: On behalf of Waypoint.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, one in three women, and one in four men will experience some form of domestic violence during their lifetime; and

WHEREAS, intimate partner violence impacts victims, children, family, friends, and the community at large; and

WHEREAS, domestic violence is not confined to any group or groups of people, but is experienced in all economic, racial, ethnic, educational, societal, and religious groups and is sustained by societal indifference; and

WHEREAS, perpetrators of domestic violence should be held accountable for their actions and victims should have access to support and services to help them overcome their experience; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide support to victims of intimate partner violence and work to increase public understanding of this significant problem; and

WHEREAS, a coordinated effort from all community members is needed to put a stop to this heinous crime.

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 MONTH OF OCTOBER 2025 AS

"Domestic Violence Awareness Month"

IN THE CITY OF DUBUQUE, IOWA AND ENCOURAGE RESIDENTS TO SUPPORT WAYPOINT SERVICES IN ENDING DOMESTIC VIOLENCE, TO JOIN THEIR GENTLEMAN CAMPAIGN © ON OCTOBER 29, AND URGE EVERYONE TO WORK TOGETHER TO ELIMINATE DOMESTIC VIOLENCE FROM OUR COMMUNITY.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 20th day of October 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Meghan Zalewski.

2024: Submitted by Jade Riley. Accepted by: Jenny Sheehan and Angela Heister.

2023: Submitted by Jade Riley. Accepted by: Angela Heister and Jenny Sheehan

2022: Submitted by Brittany Appleton, Community Engagement Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118, bappleton@waypointservices.org. Accepted by: BobbieSue Lopez and Angela Heister

2021: Submitted by Brittany Appleton, Community Engagement Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118, bappleton@waypointservices.org. Accepted by BobbieSue and Angela.

2020: Submitted by Brittany Appleton, Event & Volunteer Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118. Accepted by Nelly Hill, Director of Domestic Violence Victim Services Program with other representatives.

2019: Submitted by Brittany Appleton, Event & Volunteer Manager, Waypoint, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319.731.6118. Accepted by Abigail Deutmeyer and Michelle Wolfe.

2018: Submitted by Brittany Appleton, Event & Volunteer Coordinator for Waypoint, 318 Fifth St. SE, Cedar Rapids, IA 52401, 319-365-1458, ext. 6118, www.waypointservices.org; bappleton@waypointservices.org ; accepted by Abigail Deutmeyer and Kaitlin Moklestad, both Victim Advocates for Waypoint's Domestic Violence Victim Services Program

2017: Submitted by Brittany Appleton, Event & Volunteer Coordinator for Waypoint, 318 Fifth St. SE, Cedar Rapids, IA 52401, 319-365-1458, ext. 6118, www.waypointservices.org; bappleton@waypointservices.org ; accepted by Dubuque advocates, Kaitlyn Moklestad, Abigail Deutmeyer and Alexis Chadwick.

2016: Submitted by Brittany Appleton, Event & Volunteer Coordinator for Waypoint, 318 Fifth St. SE, Cedar Rapids, IA 52401, 319-365-1458, ext. 6118, www.waypointservices.org; accepted by Dubuque-area staffers Nelly Hill, Tammi and Kaitlyn.

2015: Submitted and accepted by Tara Beck and advocate representative, Waypoint Services, 318 Fifth Street SE, Cedar Rapids, IA 52401, 319-365-1458

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October 20, 2025

City of Dubuque
City Council

PROCLAMATIONS # 2.

ITEM TITLE: Extra Mile Day (November 1, 2025)

SUMMARY: Accepted by City of Dubuque Community Service & Outreach Coordinator Brittney Hayes on behalf of Extra Mile America.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, Dubuque, Iowa, is a community which acknowledges that a special vibrancy exists within the entire community when its individual residents collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Dubuque, Iowa, is a community which encourages its residents to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Dubuque, Iowa, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Dubuque, Iowa, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025.

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 NOVEMBER 1, 2025, AS

"EXTRA MILE DAY"

IN THE CITY OF DUBUQUE, IOWA, AND URGE EVERYONE IN THE COMMUNITY TO TAKE TIME ON THIS DAY TO NOT ONLY "GO THE EXTRA MILE" IN HIS OR HER OWN LIFE, BUT TO ALSO ACKNOWLEDGE ALL THOSE WHO ARE INSPIRATIONAL IN THEIR EFFORTS AND COMMITMENT TO MAKE THEIR ORGANIZATIONS, FAMILIES, COMMUNITY, COUNTRY, OR WORLD A BETTER PLACE.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 20th day of October 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Christine Ott, Director of Media and Public Outreach for Extra Mile America. Accepted by Brittney Hayes, Office of Community Impact and Neighborhood Support.

2024: Submitted by Christine Ott, Director of Media and Public Outreach for Extra Mile America. Accepted by Brittney Hayes, Office of Community Impact.

2023: Submitted by Christine Ott, Director of Media and Public Outreach for Extra Mile America, 310-619-3205, Christine@ExtraMileAmerica.org.and accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2022: Submitted by Christine Ott, Director of Media and Public Outreach for Extra Mile America, 310-619-3205, Christine@ExtraMileAmerica.org.and accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2021: Submitted by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2020: Submitted by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2019: Submitted by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2018: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Original mailed August 23, 2017. Introduced at the November 5, 2018 meeting in conjunction with another proclamation.

2017: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Original mailed August 23, 2017.

2016: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org.

2015: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org.

2014: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org.

2013: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org.

2012: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org

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October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of October 6, 2025; Arts and Cultural Affairs Grants Committee of August 14, 2025; Arts and Cultural Affairs Art on the River Committee of July 10, 2025; Human Rights Commission of September 9 and 16, 2025; Human Rights Commission Subcommittee for Commissioner Handbook Update of September 16, 2025; Proof of Publication for City Council Proceedings of September 8, 15, 22, 23, and 25, 2025.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 10 6 25 City Council Minutes
2. Arts and Cultural Affairs Art on the River Committee Minutes
3. Arts and Cultural Affairs Grants Committee Minutes
4. Human Rights Commission Minutes
5. Human Rights Commission Special Meeting Minutes
6. Human Rights Commission Subcommittee Handbook Meeting Minutes
7. Proof_9 8 25 City Council Proceedings
8. Proof_9 15 25 City Council Proceedings
9. Proof_9.22.25 Proceedings
10. Proof_9.23.25 Proceedings
11. Proof_9.25.25 Proceedings

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

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

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

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Mayor of the Year Award Recognition: Iowa League of Cities Director Alan Kemp recognized Mayor Brad Cavanagh for recently being named Mayor of the Year in the over 10,000 in population category by the Iowa Mayors Association

2. 2025 Rising Star Award Recognition: Telegraph Herald (TH) Features Editor Megan Gloss recognized Community Impact Director Antonia Mouzon for being selected as a 2025 TH Media Rising Star. A video highlighting the recognition was also played.

3. Recognition of Airport Commissioner for 30 Years of Service: Airport Director Todd Dalsing recognized former Airport Commissioner Doug Brotherton for his 30 years of service on the Airport Commission. Brotherton retired from the commission in September of 2025.

PROCLAMATIONS

1. Indigenous Peoples' Day (October 13, 2025) was accepted by Ann DeNicole, BVM, Suzanne Gallagher, PVBM, Dave Heiar, Franciscan Associate, and several others in attendance, on behalf of the Sisters of St. Francis, Sisters of Charity of the Blessed Virgin Mary, and Sisters of the Presentation of the Blessed Virgin Mary.

2. Trick or Treat Night (October 31, 2025) was accepted by Mayor Cavanagh on behalf of the City of Dubuque.

CONSENT ITEMS

Motion by Roussell 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 September 8, 15, 22, 23, and 25, 2025; Building Code Advisory and Appeals Board Minutes of March 22 and April 6, 2023; Historic Preservation Commission of August 21, 2025; Human Rights Commission of August 12, August 29, and September 4, 2025; Board of Library Trustees Update of August 28, 2025; Park and Recreation Advisory Commission of August 12, 2025; Transit Advisory Board of April 10, 2025; Zoning Advisory Commission of September 3, 2025; Zoning Board of Adjustment of August 28, 2025; Proof of

publication of City Council Proceedings of August 27, September 2, and September 4, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kelsey Bhatia for property damage; Joseph Jenkins for property damage; Mik Kalloway for vehicle damage; Lillian and Jacob Ludlow for vehicle damage; Martin Wing for property and vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 311-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

4. Request to Change Human Resources Employment Specialist position status from Part-Time to Full-Time: Upon motion the documents were received, filed, and approved.

5. Resilient Community Advisory Commission Input on Dubuque Area Land and Water Legacy (DALWL) Recommendations: Resilient Community Advisory Commission providing a letter to the City Council outlining their input on the recommendations presented by the DALWL group in the document titled “Recommendations for Dubuque City Council, Parks & Recreation Master Plan and Envision 2030." Upon motion the documents were received and filed.

6. Proposed Conduit Facilities Agreement between the City of Dubuque and Uniti: City Manager recommending City Council approval of a Conduit Facilities Agreement between the City and Uniti (and its subsidiary McLeodUSA Telecommunications Services LLC) to allow the two entities to share conduit and telecommunications equipment in order to reduce costs and improve services in the City of Dubuque. Upon motion the documents were received, filed, and approved.

7. Acceptance of Grant of Easement for Sanitary Sewer Utility across Molo Oil Company Property at 150 Cedar Cross Road in Dubuque: City Manager recommending City Council accept a grant of easement for sanitary sewer utility from Molo Oil Company for a public sanitary sewer extension across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, as part of the adjacent Joel Callahan (CCI5, LLC) apartment complex development on Cedar Cross Road. Upon motion the documents were received and filed, and Resolution No. 312-25 Accepting a Grant of Easement for Sanitary Sewer Utility Through, Under, and Across Part of Lot 1-2 Of Mineral Lot 230 And Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa was adopted.

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

9. November/December 2025 City News Newsletter: Upon motion the documents were received and filed.

10. Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C. for Redevelopment of Property at 1065 Jackson Street: Upon motion the documents were received and filed, and Resolution No. 313-25 Approving the Second Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Millwork Flats, L.L.C. was adopted.

11. Project Based Voucher Contract Renewal with The Rose of Dubuque: Upon motion the documents were received and filed, and Resolution No. 314-25 Approving a Renewal Contract

Agreement Between the city of Dubuque and the Rose of Dubuque L.P. For The Project Based Voucher Program was adopted.

12. Approval of Five Flags Civic Center Management Agreement Second Amendment: Upon motion the documents were received, filed, and approved.

13. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Eastern Iowa Excavating and Concrete, LLC for the Rustic Point Park Development Project. Upon motion the documents were received, filed, and approved.

14. Signed Contract(s): Ahmann's Lawn Care, Inc. for Lawn Care; All Seasons Heating & Cooling for Various Heating & Cooling at 6 fire stations; Biechler Electric Inc. for Various electrical maintenance at 6 fire stations; Bohr Custom Curbing for the Bunker Hill Clubhouse Landscaping Project; Brecke Mechanical Contractors for General heating and plumbing maintenance work; Dave Hinz Construction, Inc. for the 3rd & Main St. Chamber Patio Exterior Patio Railing Repairs; Dinges Fire Company for Various maintenance to turn out gear and other fire equipment; Lease Agreement with Dubuque County for certain rooms in the Federal Building; Dubuque Visiting Nurse Association for the Healthy Homes Grant Program; Elevated Landwrx for Mowing Contract – NW Arterial Right-A-Way; Floor Show Corporation for Carpet removal & installation of new carpet at Fire Headquarters; Gansen Excavating for the 12704 John F. Kennedy Slope Stabilization; Geisler Brothers Co. for the 3rd & Main St. Chamber Patio Exterior Patio Waterproofing Membrane; Giese Sheet Metal Co Inc. for General heating & cooling maintenance at 6 fire stations; Green Valley Landscaping, LLC for Brush Mowing – Site Restoration Work Related to Storm Water and Detention; Hillcrest Family Services for use of Louis Murphy Park; Vaccination Agreement with Hy-Vee; Lovely City, LLC for Playground Replacement and Engagement – Murphy Park, Madison Park, Jefferson Park and Gay Park; Manders Quality Concrete for the 3rd & Main St. Chamber Patio Exterior Patio Concrete Replacement; Midwest Injection, Inc for the Terminal Street Lift Station Bypass Pumping; Lease Agreement with Neztrop, LLC; Overhead Door Company for Various maintenance on overhead doors at various 6 fire stations; Paulson Electric for Electrical Work; Schadl Inc. DBA: Mr. Rooter Plumbing for Various plumbing maintenance at 6 fire stations; Tri-State Porta Potty Inc. for Port- A Potties; Westphal & Company, Inc. DBA: Globalcom Technologies for Maintenance on door access card readers at 6 fire stations. Upon motion the documents were received and filed.

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

16. Request-ImOn Arena Used Generator Equipment Purchase: City Manager recommending City Council approval to purchase a used 1.5 megawatt (MW) generator for the ImOn Arena, disconnection, moving, and reinstallation of the generator for a total of $225,000. Upon motion the documents were received, filed, and approved.

17. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 315-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 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. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 316-25 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 Hitzler Rental, 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 October 20, 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 Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 317-25 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 Ned Oberbroeckling, 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 October 20, 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 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 318-25 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 1248 Iowa St, 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 October 20, 2025 in the Historic Federal Building.

4. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Initiate Public Bidding and Set the Public Hearing Date: Upon motion the documents were received and filed and Resolution No. 319-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project: Preliminary Approval of Plans, Specifications, Form of Contract, And Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, And Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 20, 2025 in the Historic Federal Building.

5. Setting a Public Hearing on the Fiscal Year 2026 First Budget Amendment: Upon motion the documents were received and filed and Resolution No. 320-25 Setting the Date for the Public Hearing on Amendment No. 1 To The Fiscal Year 2026 Budget for the City of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 20, 2025 in the Historic Federal Building.

6. Setting a Public Hearing on the Comiskey Park Environmental Covenant: Upon motion the documents were received and filed and Resolution No. 321-25 Setting a Public Hearing on the Iowa Land Recycling Program Environmental Covenant Between the City of Dubuque, Iowa and the Iowa Department of Natural Resources was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 20, 2025 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Brotherton). Applicant: Ron Vaughn, 2973 Castle Wood Ln. Motion by Jones to appoint Vaughn to the term. Seconded by Wethal. Motion carried 7-0.

2. Civil Service Commission: Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25). Applicants Selected for Appointment by the Mayor: Julie Bockenstedt, 2475 Cherry St.; Otto Krueger, 2521 Wheatland Dr. Remaining Applicants: Barbara Liskey, 2763 Lamotte Dr.; Randall Ludwitz, 867 Barbaralee; Brian Neises, 1841 Phyllrich Dr.; Darcy VanOstrand, 1222 Lincoln Ave. Motion by Jones to appoint Bockenstedt to the term. Seconded by Resnick. Motion carried 7-0. Motion by Jones to appoint Krueger to the term. Seconded by Roussell. Motion carried 7-0.

3. 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. Motion by Sprank to appoint Scott to the term. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Water System Improvements 2024 North English Road Water Main Extension Project – Public Hearing: State Revolving Fund (SRF) Loan – Environmental Review: Motion by Roussell to receive and file the documents and adopt Resolution No. 322-25 State Revolving Fund (SRF) Loan - Environmental Review – Water System Improvements 2024 North English Road Water Main Extension Project: Approval of an Environmental Review as Provided by SRF's Department of Natural Resources for the Water System Improvements 2024 North English Road Water Main Extension Project. Seconded by Sprank. Motion carried 7-0.

2. Proceedings for Public Hearing 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: Motion by Sprank to receive and file the documents and adopt Resolution No. 323-25 Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement. Seconded by Wethal. Council Members reiterated that this is an ongoing project and has therefore been the subject of prior discussions. In response to a question regarding the need to increase the water supply for the Southwest Arterial area, Van Milligen explained that the community is positioned to extend southwest. When the Southwest Arterial was constructed, the City developed plans, now being implemented, to extend water and sanitary sewer infrastructure to support future development in that area. Regarding financing, Chief Financial Officer Jennifer Larson noted that the State Revolving Fund (SRF) loan carries a variable interest rate, currently estimated at 3.12% for the quarter. This rate is lower than that of general obligation bonds and involves reduced issuance fees, minimal bond counsel involvement, and no requirement to publish an official statement. Van Milligen stated that the planning and design

portion of the SRF loan is interest-free for three years and offers a significantly longer repayment term. Motion carried 7-0.

3. Resolution Approving a 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: Motion by Roussell to receive and file the documents and adopt Resolution No. 324-25 Approving the Disposal 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 Including the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Outfly Development, LLC. Seconded by Wethal. City Council Members expressed appreciation to the Hodge Company for their investment in the industrial park and voiced support for holding the developer accountable as outlined in specific provisions of the Development Agreement. In response to a question regarding the City's obligation to complete sewer improvements necessary for accommodating more than 14 employees at the site, Van Milligen confirmed that the deadline aligns with the City's existing plans. He also clarified that the Developer's requirement to maintain 24 full-time employees on-site does not take effect until October 1, 2029, allowing for some flexibility. In response to a separate question, Van Milligen noted that the City supports industrial development and is willing to offer land discounts and tax increment financing (TIF) assistance when a developer invests in a project and creates at least 10 new jobs. He added that the current project involves the construction of a speculative (spec) building. Motion carried 7-0.

4. Resolution Adopting a Lake Ridge Urban Revitalization Plan: Motion by Jones to receive and file the documents and adopt Resolution No. 325-25 Approving the Urban Revitalization Plan for the Lake Ridge Urban Revitalization Area. Seconded by Wethal. Joey Callahan, of Callahan Construction, who purchased the property subject to the urban revitalization area, stated he was available to answer any questions. Council Members expressed appreciation to the Long Range Planning Advisory Commission for providing input and extended their thanks to the developer. Motion carried 7-0.

5. Public Hearing on the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project: Motion by Wethal to receive and file the documents and adopt Resolution No. 326-25 Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project. Seconded by Jones. In response to a question, Van Milligen summarized the funding sources for the project. When asked whether the City would seek replacement damages related to the work, Brumwell explained that certain details are protected by attorney-client privilege and cannot be disclosed but confirmed that the City is exploring all available legal remedies. Motion carried 7-0.

PUBLIC INPUT

Regarding Action Item No. 1, Clark Schloz, 2925 Burlington St.; Leonard Dress; and Matt Osterhaus, 2139 Wedgewood Dr., spoke in opposition to a taxpayer funded subsidy for Denver Air commercial air service. Rob McDonald, 3399 Eagle Point Dr., spoke in opposition to the process for the minimum revenue guarantee, citing that it was not part of the Fiscal Year 2026 budget deliberations. Rick Dickinson, 205 Hill St., President and CEO of Greater Dubuque Development Corporation (GDDC), expressed support for Action Item No. 1, emphasizing the critical role of air service in meeting the business needs of the community. Speaking in a personal capacity, Dickinson also expressed concern about the politicization of the issue and noted the competitive challenges Dubuque faces from Cedar

Rapids in attracting and retaining customers to its local airport. Anne Williams, 559 Chestnut St., also spoke in favor of Action Item No. 1, highlighting the benefits of using the Dubuque Regional Airport.

ACTION ITEMS

1. Commercial Air Service Minimum Revenue Guarantee: Motion by Jones to receive and file the documents and refer to City Council for discussion. Seconded by Farber. Airport Director Todd Dalsing made a presentation. City Council discussed the goal of making air service sustainable, emphasizing the need for additional time to work toward a sustainable model, and noted that if those efforts are unsuccessful, the City would have strong evidence to pursue inclusion in the Federal Essential Air Service (EAS) program. Dalsing confirmed that Dubuque is currently ineligible for the EAS program because it was not participating during the timeframe established under the Federal Aviation Administration (FAA) Modernization and Reform Act of 2012, having been self-sufficient at that time. Dalsing also shared that he recently gave a presentation to the Dubuque County Supervisors, who plan to hold further discussions to determine potential next steps. It was noted that the Mayors and City Managers of Dyersville and Platteville are supportive of Dubuque's air service efforts and intend to publicly express that support, though no financial commitments have been indicated. Council emphasized the necessity of maintaining local air service for community and economic growth, noting that once lost, such service would likely not return. It was mentioned that the best course of action is to focus on regaining eligibility and securing EAS support in the future. Motion amended by Jones to receive and file the documents and adopt the City Manager's recommendation to dedicate $2.4 million to a Minimum Revenue Guarantee for Denver Air Commercial Air Service for the current fiscal year through June 30, 2026, and an additional $100,000 to the marketing of that service. Seconded by Farber. Motion carried 6-1 with Sprank voting nay.

2. International Property Maintenance Code (IPMC) Ground Fault Circuit Interrupter (GFCI) Amendment Update: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Council expressed appreciation for the expertise and input provided by the Building Code Advisory and Appeals Board. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 38-25 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments. Seconded by Wethal. Motion carried 7-0.

3. Request for City Council Ratification of the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024, CBA: Motion by Jones to receive and file the documents and approve the Second Amendment to the Dubuque Police Protective Association (DPPA) July 1, 2024, CBA. Seconded by Sprank. Motion carried 7-0.

4. Award of Construction Contract Water System Improvements 2024 North English Road Water Main Extension Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 327-25 Awarding contract for the North English Road Water Main Extension Project. Seconded by Wethal. When asked whether the resolution was included with the agenda item, Brumwell verified that the resolution, prepared by bond counsel Dorsey and Whitney, was included within the materials. Water Department Director Chris Lester confirmed the timeframe for the bid award. It was noted that the resolution lacked both the assigned resolution number and the contractor information for the lowest responsible bid. Motion amended by Roussell to move this item to the last action item on the agenda. Seconded by Wethal. Motion carried 7-0.

5. Madison, Gay, and Jefferson Park Playground Replacements: Motion by Sprank to receive and file the documents and approve the Madison, Gay, and Jefferson Park Playground Replacements Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget. Seconded by Jones. City Council Members expressed appreciation to the Park and Recreation and Finance Departments for their efforts in identifying funding to support local parks. In response to a question regarding alignment with the budget process, City Manager Van Milligen explained that the City utilizes budget carryovers from one fiscal year to the next for incomplete projects or unpurchased equipment, as well as budget amendments for newly introduced items. He emphasized that, under state law, the City is prohibited from having a deficit budget. Surplus funds often result from staff vacancies, equipment savings, and similar factors, and the Council now has the opportunity to reallocate those funds to other initiatives. Chief Financial Officer Jennifer Larson confirmed that the size of the budget surplus varies by fiscal year, noting that the most recent surplus falls on the higher end of the typical range. Council Members also noted that they received substantial public feedback regarding parks during the last budget cycle, particularly in support of the parks included in the current funding recommendations. Motion carried 7-0.

6. Murphy Park Tennis Court Resurfacing and Playground Replacement: Motion by Jones to receive and file the documents and approve Murphy Park Tennis Court Resurfacing and Playground Replacement Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget. Seconded by Farber. City Council Members expressed support for the projects. Van Milligen clarified that the forthcoming Parks Master Plan will not include detailed recommendations regarding specific areas to be resurfaced. He noted that no public input to date has suggested the elimination of tennis courts or play units from the park system. The primary focus remains on maintaining existing amenities at a serviceable standard for public use, which is considered a maintenance responsibility rather than a function of the master planning process. Van Milligen further explained that the Parks Master Plan will include recommendations for sports amenities based on user demand. He added that City staff will schedule a work session with the City Council to review and discuss the plan. Motion carried 7-0.

7. Flora Park Tennis Court Resurfacing: Motion by Roussell to receive and file the documents and approve Flora Park Tennis Court Resurfacing Projects that are not currently included in the Fiscal Year 2026 budget. Seconded by Wethal. Motion carried 7-0.

8. Eagle Point Park Projects: Motion by Sprank to receive and file the documents and approve Eagle Point Park Projects that are not currently included in the Fiscal Year 2026 budget. Seconded by Farber. City Council Members expressed support for the proposed projects, noting that they represent a responsive approach to addressing residents' concerns related to the park. Motion carried 7-0.

9. Police Space and Feasibility Study: Motion by Jones to receive and file the documents and approve a Police Department Space and Feasibility Study project that is not currently included in the Fiscal Year 2026 budget. Seconded by Wethal. Police Chief Jeremy Jensen emphasized the importance of expediting the study, with a target completion timeline of three to four months. He noted that his cost estimate was informed by budget figures from comparable studies conducted by other police departments and that multiple consultants typically undertake this type of work. Motion carried 7-0.

10. Public Works Building Improvements and Asphalt Paver Replacement: Motion by Roussell to receive and file the documents and approve Public Works Building Improvements at the Municipal Services Center and an Asphalt Paver Replacement project that are not currently included or do not

have enough funding to complete the projects in the Fiscal Year 2026 budget. Seconded by Wethal. Acting Public Works Director Brian Wulfekhule confirmed that staff do not believe the rooftop solar panels contributed to the need for roof replacement; however, their removal will incur additional costs. Van Milligen stated that the City intends to reinstall the panels following the roof work and noted they have an estimated useful life of 20 years. Both Van Milligen and Wulfekhule confirmed that the current roof is original to the building, which was constructed 20 years ago. City Council Members also commented on the various installation methods available for solar panels. Motion carried 7-0.

11. Award of Construction Contract Water System Improvements 2024 North English Road Water Main Extension Project (moved from Action Item No. 4): Motion by Roussell to receive and file the documents and adopt Resolution No. 327-25 Awarding contract for the North English Road Water Main Extension Project. Seconded by Wethal. Brumwell confirmed the resolution number and the contractor information for the lowest responsible bidder. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Farber reported on the University of Dubuque (UD) Board Meeting, UD's recent announcement of their Innovation Center, the inauguration of UD President Travis Frampton, and the Bluff Strokes arts exhibition.

Sprank reported on City Council's annual goal setting, the Dubuque Racing Association (DRA) board meeting, the Dubuque Federation of Labor meeting, the Bluff Strokes art exhibit, and the Holy Spirit Parish Chilli Cookoff.

Roussell reported on engaging with the Community Foundation of Greater Dubuque's regarding their Data Walk initiative, her church's hunger outreach event, a meeting with leaders from the Hawkeye Community Action Agency (HACAP), and the Dubuque Trees Forever booth at Lincoln Elementary's School Carnival.

Jones reported on attending a Travel Dubuque meeting, the Rising Stars Breakfast, the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) meeting, the Cleveland Park neighborhood gathering, the Multicultural Family Center's BBQ in DBQ event, the Sisters of the Presentation Lightbearers' Dinner, the DRA board meeting, the Dubuque Forward presentation, the State of the City presentation, the ribbon cutting for Northeast Iowa Community College's (NICC) athletic center, a performance with the Dubuque Drum Corps at the Dubuque Farmer's Market, the Eagle Valley Park ribbon cutting, and the City of Dyersville's endorsement of a resolution supporting Dubuque's continued commercial air service.

Wethal also reported on Lightbearers' Dinner and a ride-along with the Police Critical Incident Team.

Resnick reported on the Four Mounds volunteer luncheon and the City Council's annual goal setting.

Cavanagh reported on the Fox Hills Apartments groundbreaking, the Iowa League of Cities (ILC) Conference, the inauguration of UD's President Frampton, and the upcoming inauguration of President Mike Doyle of Loras College.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:47 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 11:05 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:05 p.m.

/s/Trish L Gleason, MMC, Assistant City Clerk
Adrienne N. Breitfelder, CMC, City Clerk

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

DATE: Thursday, July 10, 2025

TIME: 4:00 PM

LOCATION: Virtual

Regular Meeting

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

Committee Members Absent: Gina SIEGERT; Shirley DAVIS-ORWOLL

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

Public Present: None

1. **Call to Order / Assurance of Iowa Open Meeting Compliance**
   SPURLING called the meeting to order following staff assurance of Iowa Open Meeting compliance at 4:03 PM.

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

3. **Old Business**
   a. Reception plans- Confirmed: Spoken Word, AfriWell Hub, B1 Yoga, Plein Air Painters, Bluff Strokes, JazzQ
   Urban Sketchers, Centrally Rooted, Dubuque HS Thespians, Mayor Pro Tem Danny Sprank

4. **New Business**
   a. Team will meet at 3:00 on August 1 to set up reception.

5. **Public Comment / Correspondence**

6. **Adjourn**

Adjournment motioned by SPURLING at 4:47 PM.

Next meeting(s): Regular Meeting – October 16, 2025

Respectfully submitted:
Bonnie Spurling

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

ARTS AND CULTURAL AFFAIRS GRANTS COMMITTEE MEETING REPORT

DATE: Thursday, August 14, 2025

TIME: 10:30 AM

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

Regular Meeting

Committee Members Present: Nicholas HALDER (chair); Jessica OCHA, David BARBA

Committee Members Absent: None

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

Public Present: None

Roll Call: Roll call was skipped due to familiarity with commissioners and City staff present.

Review of Minutes: N/A- first meeting of the year

Status Reports from Staff

SPURLING reports on grants notes from FY25 Reviewers and FY25 Grants Committee. Discussion followed. SPURLING agreed to create a task list based on the discussion.

SPURLING shares upcoming Grants calendar and schedule of work required. Discussion followed.

Old Business: None

New Business: None

Public Comment/Correspondence: None

Next Regular Meeting: Thursday, September 11, 2025, at 10:30 AM at the Multicultural Family Center

Respectfully submitted:

Bonnie Spurling

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

HUMAN RIGHTS COMMISSION MEETING MINUTES
September 9, 2025

DATE: Tuesday, September 9, 2025
TIME: 4:30 PM
LOCATION: Multicultural Family Center, 1157 Central Avenue, Dubuque, IA 52001

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

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

Commissioners Excused: Rick Baumhover, David Heiar

Commissioners Absent: Luzelena Bravo,

Staff Present: Ann Marie Jannette, Human Rights Specialist

Approval of Meeting Minutes

Motion to approve the minutes as submitted from the August 12, 2025, meeting. Motioned by Freiburger, seconded by Zanger, all in favor.

Motion to approve the minutes as submitted from the August 29, 2025, subcommittee meeting regarding the recommendation of the Dubuque Area Land and Water Legacy Project. Motioned by Zanger, seconded by Freiburger, all in favor.

Motion to approve the minutes as submitted from the September 4, 2025, subcommittee meeting regarding updates to the Human Rights Commission handbook. Motioned by Phillipson, seconded by Zanger, all in favor.

Public Input

No members of the public were in attendance.

Reports

Caseload Report

- Complaints filed – number of complaints that were signed during the month
  - August amount: 0
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
  - August amount: 15
- Incidents in mediation – complaints currently in mediation
  - August amount: 0
- Incidents in full hearing – complaints in full hearing process
  - August amount: 0

- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
    - August amount: 7
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
    - August amount: 0
- Total inquiries and complaints FY26 – signed complaints filed in FY26
    - August amount: 21

Director's Report

Aitken-Shadle was out of the office. The report was given by Jannette. She reported that the department is currently working on the FY27 budget and setting goals for the department. Jannette provided an update on the IOCR statement on their complaint form regarding gender identity stating that if discrimination occurred before July 1, 2025, the complainant has 300 days to file a complaint. If the discrimination occurred after July 1, 2025, they cannot file a complaint at the state level because it is no longer a protected class in the state of Iowa. However, it is still a protected class at the City level so they can file a complaint with the City of Dubuque Office of Human Rights.

Jannette reported that they are updating the marketing materials and that they are currently with the City Attorney's office for approval. New pens and pencils have been ordered that show the new name of the department. These items will be handed out at outreach events. Jannette reported that the department is working on an internal training session regarding Belonging in the Workplace. She also conveyed that the Civil Rights Specialist position was eliminated and Shante Weston was laid off.

Jannette conveyed several upcoming events for which the commission could attend. These included the Latinx Fiesta on October 11, the Senior Expo on September 18, BBQ in DBQ on September 20, and the Boards and Commission picnic happening that evening on September 9.

Chairperson's Report

Nothing to report.

Old Business:

Jannette conveyed that going forward, if a regularly scheduled commission meeting could not be held due to no quorum, that the Chief of Human Rights or the Chair would attempt to reschedule the meeting. Also, if an event arose that required a special meeting, the Chief or Chair would attempt to schedule one.

New Business:

Followup policy/procedure from City Council – no update

Internal commission handbook update – Per Phillipson, the entire handbook was reviewed. Changes were made and the subcommittee is meeting September 16 to review the changes.

Resolution for City Council – Freiburger motioned to create a resolution for City Council affirming that everyone belongs here and recognizing human dignity and safety as human rights. The motion was seconded by Zanger with all in favor. Freiburger will create a draft

resolution. A special meeting will be held on September 16 to review and vote on approval for submission to City Council.

Dubuque Area Land Water Legacy recommendations – Motion to approve the resolution drafted by the subcommittee was made by Phillipson. Motion seconded by Zanger with all in favor.

Commission description/purpose on Human Rights website – no comments from commissioners. The description/purpose was approved and no changes were suggested.

Upcoming Outreach Events

Senior Expo on September 18, 2025, and Latinx Fiesta on October 11, 2025.

Upcoming Cultural Events

None.

Reflections and Updates

Zanger is going to send out the list of partner organizations to the commissioners. Freiburger noted that the Dubuque Community Foundation was holding its Data Walk on September 10. Envision 2030 is expected to unveil their top ideas and create planning committees on October 16 and a suggestion was made for commissioner to volunteer or attend the meeting.

A request was made to invite FY25 grant recipients to the October or November commission meeting to give a report on the benefits of receiving the Equity Grant.

Adjournment:

Motion to adjourn by Zanger, seconded by Cain-Watson. All in favor. The meeting ended at 5:29 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, October 14, 2025, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: _____

Minutes approved as corrected:

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

HUMAN RIGHTS COMMISSION MEETING MINUTES
September 16, 2025

DATE: Tuesday, September 16, 2025
TIME: 4:30 PM
LOCATION: Virtual

The meeting was called to order at 4:35 pm.

Commissioners Present: Jake Kurczek, Matthew Zanger, Traci Phillipson, Nikki Nutter, Rick Baumhover, David Heiar

Commissioners Absent: Luzelena Bravo, Michaela Freiburger, DeLano Cain Watson

Staff Present: Ann Marie Jannette, Human Rights Specialist, Cori Burbach,Assistant City Manager, Crenna Brumwell, City Attorney

Public Input

No members of the public were in attendance.

New Business:

Review of resolution: It was deemed that a resolution affirming that everyone belongs was not the correct course of action. Historically a letter or memo is submitted by commissions. Instead of a resolution, the commission will focus on legislative recommendations. Motion by Heiar, seconded by Phillipson.

Complete City commission worksheet for annual City Council goal setting: Burbach used the commission goals to fill out the Goal Worksheet to submit to City Council for their Goal setting the week of 9/22/25.

Update on staff process to hire Chief of Human Rights: The Chief of Human Rights resigned on September 15, 2025. The City Manager, Human Resources, the Assistant City Manager will begin the recruitment process to hire a replacement. There will be an opportunity for input from the commission. Kurczek to write a letter on behalf of the commission to thank her for her service.

Other business: none.

Adjournment:

Motion to adjourn by Heiar, seconded by Phillipson. All in favor. The meeting ended at 5:11 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, October 14, 2025, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted:

Minutes approved as corrected: _____

HUMAN RIGHTS COMMISSION SUBCOMMITTEE FOR COMMISSIONER HANDBOOK UPDATE MEETING MINUTES
September 16, 2025

DATE: Tuesday, September 16, 2025
TIME: 4:00 PM
LOCATION: Multicultural Family Center, 1157 Central Ave., Dubuque, IA 52001

The meeting was called to order at 4:02 pm.

Commissioners Present: Traci Phillipson, David Heiar

Staff Present: Ann Marie Jannette, Human Rights Specialist

Old Business
Adjustments were made to sections 1, 2, 3, 6, and 8. Heiar to check with Kurczek on whether to update the Human Rights timeline section included in section 2.

Adjournment:

Motion to adjourn by Heiar, seconded by Phillipson. All in favor. The meeting ended at 4:30 p.m.

Minutes received and filed as submitted: _____

Minutes received and filed as corrected: _____

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:

09/24/2025

and for which the charge is 50.81

Kathy Goetzinger

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

this 25th day of September, 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 September 8, 2025, in the Dubuque Law Enforcement Center, 770 Iowa Street.

Present: Mayor Cavanagh; Council Members Farber (arrived at 6:37 p.m.), Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Precision Policing Center.

WORK SESSION

Precision Policing Center

Police Captains Luke Bock and Scott Baxter made a presentation on the Precision Policing Center (PPC). As part of their presentation, Police Officer Ethan Lembke conducted a live drone demonstration. In response to questions, Bock and Police Chief Jeremy Jensen confirmed that the Police Department collaborates with the Fire Department to deploy drones during fire-related incidents. Separately, within police operations, drones are commonly used for traffic accidents, foot pursuits, navigating difficult terrain, capturing aerial imagery of crime scenes near bluffs, and identifying train blockages. Jensen noted that drones are currently the fastest-growing technology in law enforcement. They also addressed questions regarding drone battery life, flight range, and federal regulatory constraints. Baxter clarified that police camera footage is used strictly for internal purposes and that officers are notified if another officer intends to live stream body camera footage. Following the presentation and questions, staff led a tour of the PPC facility.

After the tour, Crime and Intelligence Analyst Samantah Schueller and PPC Technicians Beth Beaves, Zach Steger, and Alex Riniker presented on their roles and operations. Bock confirmed that the department can track time spent on calls for service to evaluate the impact of Schuellers work. Both Bock and Jensen stated that the data collected helps identify repeat crime locations and emerging trends. Jensen stated that while the PPC may not directly influence police officer recruitment, current officers have been impressed with its outcomes. He also confirmed that the Citys automated license plate reader system, Flock, is used exclusively for criminal investigations. City Council Members commended the PPCs operational efficiencies and praised the staffs support of frontline officers. They also expressed appreciation for the collaborative approach and noted that they look forward to the additional efficiencies that will be identified over time.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:18 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 9/24

STATE OF IOWA SS:
DUBUQUE COUNTY

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09/24/2025

and for which the charge is 520.34

Kathy Goetzinger

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

this 25th day of September, 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 5:15 p.m. on September 15, 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 work sessions on Serve Dubuque and Imagine Dubuque.

WORK SESSIONS
Serve Dubuque Update

Community Impact Director Antonio Mouzon, AmeriCorps Program Director Sarah Berna, and Traffic Engineer Justine Hull presented on the Serve Dubuque program. City Council Members emphasized the program as a demonstration of the value of service.

This work session concluded at 5:46 p.m.

Imagine Dubuque Update

Planning Services Director Wally Wernimont and Assistant Planner Jason Duba presented an update on the implementation of the Imagine Dubuque plan. Responding to questions, Wernimont and Van Milligen explained that City Council incorporates input from staff, boards, and commissions into its goal-setting process, with tonights work session intended to provide an update on the comprehensive plan. Wernimont noted staff will follow up on Councils suggestion to create a document summarizing achievements to date with the comprehensive plan. He added that staff already provide quarterly updates to the Long Range Planning Advisory Commission. On the downtown master plan, Wernimont said there will be a funding request for a request for proposals (RFP) and expressed his intention to review multiple studies as part of that process. Van Milligen clarified the plan will only move forward if selected as a Council priority during goal setting. Wernimont also spoke about the Union at the Marina workforce housing project, highlighting the factors that influence housing location decisions. Council Members commended past priorities and acknowledged limited staff resources and funds.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 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 15, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of

conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Barry Lindahl Savvy Over 60 Award Recognition: Brumwell acknowledged Senior Counsel Barry Lindahl for being honored with TH Medias Savvy Over 60 Award and recognized his 50 years of service to the City. Mayor Cavanagh presented a proclamation in celebration of the milestone.

PROCLAMATIONS

1. National See Tracks? Think Train Week (September 15 - 21, 2025) was accepted by Josh Sabin on behalf of CN Railroad North America.

CONSENT ITEMS

Jones requested Item No. 10 and Farber requested Item No. 18 be held for separate discussions. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 10 and 18. Seconded by Roussell. Motion carried 7-0.

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. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Tim Hitzler for property damage; Daniel Reich for vehicle damage; Alex Stein 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: Key City Creative Center for property damage; Daniel Reich for vehicle damage; Alex Stein 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. 293-25 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. Bunker Hill Foundation Repair Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 294-25 Accepting The Bunker Hill Foundation Repair Project And Authorizing The Payment Of The Contract Amount To The Contractor was adopted.

6. Adoption of Supplement Number 2025 S-17 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 295-25 Adopting Supplement No. 2025 S-17 To The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

7. Updated Boards and Commissions Application: City Clerk provided an updated version of the application for boards and

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 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.

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: Upon motion the documents were received and filed and Resolution No. 303-25 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 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.

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: Upon motion the documents were received and filed and Resolution No. 304-25 To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,330,000 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 Brotherton). Applicant: Ron Vaughn, 2973 Castle Wood Ln.

2. 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. Scott spoke in support of his application.

Appointments were made to the following boards/commissions.

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Kurtz-Weber). Applicant: Mariann Kurtz-Weber, 955 Prince Phillip Dr. Motion by Jones to appoint Kurtz-Weber to the term. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Conditionally Rezone Property at West 32nd Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Wernimont made a presentation and responded to questions on signage restrictions. In response to a question about protocols for commission members abstaining from votes, Brumwell explained that a conflict of interest exists if a commissioner has a financial stake in a project, which typically applies to contractors, engineers, or others

directly involved. If no financial conflict is present, her office recommends commissioners participate in the vote. Wernimont added that, in this situation, a commissioner abstained because they felt they did not have enough information. Staff provide guidance on abstentions when commissioners join, and Wernimont confirmed staff will relay this council discussion to the commission. City Council Members commended the process for this rezoning and appreciated the collaborative approach in reaching a solution. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 35-25 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. Seconded by Farber. Motion carried 7-0.

2. Request to Rezone Property at the Northwest Corner of Key Way Drive and Keystone Drive: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Applicant Gergory Williams, 1650 Drexel Ave., outlined his plans for the property and addressed concerns previously raised by neighbors. In response to a question, Williams explained that the structure will have two floors, with two apartments on each level. City Council Members expressed support for the project, noting that the proposed zoning is compatible with the surrounding area, and thanked Williams for responding to the neighbors concerns. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 36-25 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. Seconded by Sprank. Motion carried 7-0.

3. Request to Rezone Property at 1550 Elm Street and 411 East 15th Street: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Council Members expressed support for the rezoning. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 37-25 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. Seconded by Wethal. Motion carried 7-0.

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: Motion by Roussell to receive and file the documents and adopt

Resolution No. 305-25 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. Seconded by Sprank. City Council Members noted that this public hearing, along with the following two, involves properties that are severely blighted and directly support the Councils goal of revitalizing Central Avenue. Van Milligen explained that portions of downtown are designated as an Urban Renewal (UR) area due to slum and blight conditions, which makes redevelopment incentives available. Given the high cost of rehabilitating these buildings, such incentives are essential. Van Milligen referenced Main Street as a prior example where City Council prioritized revitalization efforts, resulting in positive outcomes for that area. Motion carried 7-0.

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: Motion by Sprank to receive and file the documents and adopt Resolution No. 306-25 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. Seconded by Farber. Motion carried 7-0.

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: Motion by Jones to receive and file the documents and adopt Resolution No. 307-25 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. Seconded by Wethal. Motion carried 7-0.

PUBLIC INPUT

Jason White, Vice President of Business Services for Greater Dubuque Development Corporation (GDDC), residing at 224 4th Ave. SE, spoke in support of Action Item No. 2. Molly Grover, President and CEO of the Dubuque Area Chamber of Commerce, attempted to provide virtual input on Action Item No. 2 but was unable to do so due to technical difficulties. Mayor Cavanagh stated that she would be given another opportunity to speak when City Council reached that item.

Breitfelder reported that written input regarding Action Item No. 2 had been received from the following organizations and one individual: Travel Dubuque, GDDC, Dubuque Area Chamber of Commerce, Loras College, University of Dubuque (UD), and Jim Prochaska, 2478 Beacon Hill Dr.

The City's new Parks and Recreation Director, Matt Kalcevich, introduced himself to the City Council.

ACTION ITEMS

1. Notice of Award and Request to Execute Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy (ORLP) Grant: Motion by Sprank to receive and file the documents and approve execution of the grant agreement for the $1,980,698.75 Reimagine Comiskey Park-Phase 2 National Park

Service Outdoor Recreation Legacy Grant. Seconded by Resnick. City Council Members commended city staff for securing grants for Comiskey Park and expressed their enthusiasm for building on the momentum from Phase 1 of the project. Motion carried 7-0.

2. Commercial Air Service Minimum Revenue Guarantee (MRG): Motion by Jones to receive and file the documents, engage in discussion by City Council, and continue the discussion at the October 6, 2025, meeting for final action. Seconded by Roussell. Grover was still unable to provide virtual input. Assistant City Manager Cori Burbach read comments that Grover submitted in writing. Airport Director Todd Dalsing made a presentation. In response to a question, Dalsing confirmed that Denver Air Connection has been a strong partner throughout the process and clarified that the MRG is an agreement between the airline and the community partner, not subject to Federal Aviation Administration (FAA) regulations. Dalsing added that he could follow up with the Citys consultant to provide more information on the Citys discussions with the airline. He also noted that the airport is working to connect UD aviation students with airline job opportunities through Denver Air Connection. City Council Members engaged in an extensive discussion covering the challenges Dubuque faces in sustaining air service, the importance of maintaining service, and the various options that have been considered. Council Members generally supported the MRG, stressing its necessity to maintain air service until it becomes self-sustaining or another viable option is identified, but also expressed support for delaying further discussion until October 6 to allow additional time for public input and to determine how air service is reflected in the outcome of the upcoming goal-setting process. Motion carried 7-0.

3. Award of Public Improvement Construction Contract for Rustic Point Park Development Project: Motion by Jones to receive and file the documents and adopt Resolution No. 308-25 Awarding The Public Improvement Construction Contract For The Rustic Point Park Development Project. Seconded by Wethal. Motion carried 7-0.

4. Update of the Sustainable Dubuque Community Grant Program: Motion by Roussell to receive and file the documents and approve the changes to the guidelines and application process for Sustainable Dubuque Community Grant program to comply with Iowa State Law (House File 856). Seconded by Resnick. City Council Members expressed support for the guideline changes. Sustainability Director Gina Bell stated that program guidelines have always included the eligibility requirement of being located within Dubuque city limits. In the past, projects were sometimes allowed if they primarily served Dubuque residents, but the current focus is on projects with a Dubuque address that directly serve City residents. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Resnick reported on attending a pancake breakfast at the Dubuque Regional Airport.

Farber reported on attending the annual boards and commissions picnic, the September 11 commemoration at the Dubuque fire stations, the Community Foundation of Greater Dubuques annual data walk event, the Millwork Night Market, and Dubuque Farmers Market.

Sprank reported on attending the Dubuque Dragon Boat Races, the Holy Ghost Church Festival, the boards and commissions picnic, the Dubuque Area Labor Harvest Food Giveaway, Dubuque Oktoberfest, and an event at Steeple Square.

Roussell reported on her church hosting an upcoming food distribution event, the Precision Policing Center (PPC) work session, a Pilgrimage of Trees event at the Sisters of St. Francis campus, a Dubuque Trees Forever board meeting, and a performance she recently saw at the Grand Opera House.

Jones reported on a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) board meeting, a City Assessors Conference Committee meeting, the grand opening of St. Marks Early Childhood Center, professional staff evaluations, the ribbon cutting for Cedar Valley ASCENT, the boards and commissions picnic, the data walk event, the September 11 commemoration, a Dubuque Metropolitan Area Transportation Study (DMATS) committee meeting, a barbeque event for women in law enforcement, Key City Creative Center dedications, and 365inks celebration.

Cavanagh reported on the September 11 commemoration, speaking at the Dubuque Area Youth Council, and Dubuque Oktoberfest.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:30 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:29 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:29 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 9/24

STATE OF IOWA SS:
DUBUQUE COUNTY

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Kathy Goetzinger

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this 3rd day of October, 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 4:09 p.m. on September 22, 2025, in the Q Casino Reflections Room B.

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 annual goal setting.

GOAL SETTING
SESSION 1 OF 3

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council reflected on the past year's accomplishments, identified what they hope to accomplish over the next five years, and outlined each of their top priorities for the coming year. The group also reviewed the City's vision and mission statements, noting that the term equity appears throughout. This raised concerns regarding compliance with Iowa House File 856, which restricts certain activities related to diversity, equity, and inclusion by public entities. Council members agreed that the most effective approach would be to revisit the vision and mission statements for revisions during their governance session that will occur in January. Brumwell advised that demonstrating progress and a good faith effort would help ensure the City's position is defensible in the event of legal scrutiny or public inquiry. Brumwell added that having a plan in place for January reflects a good faith effort and emphasized that compliance with House File 856 must be evaluated on a case-by-case basis. It was also suggested that the word 'equity' be removed from all goal headings and descriptions where it currently appears. The meeting was informally paused for dinner at 5:46 p.m. and resumed at 6:20 p.m. City Council reviewed Goal No. 1 - Healthy and Safe Community, and Goal No. 2 - Financially Responsible, High-Performance City Organization: Sustainable and Effective Service Delivery, identifying their top outcomes, challenges and opportunities, and actions for each. A short break was taken at 7:53 p.m., and the meeting resumed at 8:02 p.m. Following the break, City Council reviewed Goal No. 3 Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity, also identifying their top outcomes, challenges and opportunities, and actions for each. Throughout the discussion, Van Milligen, Assistant City Manager Cori Burbach, Police Chief Jeremy Jensen, Assistant Police Chief Joe Messerich, and Fire Chief Amy Scheller addressed relevant questions from the Council.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:59 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 10/3

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:

10/03/2025

and for which the charge is 77.67

Kathy Goetzinger

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

this 3rd day of October, 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 4:02 p.m. on September 23, 2025, in the Q Casino Reflections Room B.

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 contracts for the Old Mill Road Lift Station and conducting annual goal setting.

SPECIAL SESSION

1. Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project - (Catfish Creek Middle Fork): Consulting Engineering Services Contract Execution: Motion by Jones to receive and file the documents and adopt Resolution No. 309-25 Executing Professional Design Services Consultant Contract With HDR Engineering To Complete The Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork). Seconded by Resnick. When asked why City staff requested that this item and the following agenda item be considered at this meeting, Van Milligen explained that City Council had prioritized these projects and staff wanted to keep the timeline moving forward as efficiently as possible. City Engineer Gus Psihoyos added that the goal is to get the projects out to bid as soon as possible. Both Van Milligen and Psihoyos confirmed that the cost estimates are based on prior project experience and that the scope of work will be carefully reviewed. In response to a question about whether the agenda items were added appropriately, Breitfelder confirmed that the agenda was amended to include them at least 24 hours in advance, in accordance with Iowa Code requirements. Motion carried 7-0.

2. Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project - (Catfish Creek South Fork): Consulting Engineering Services Contract Execution: Motion by Jones to receive and file the documents and adopt Resolution No. 310-25 Executing Professional Design Services Consultant Contract With Foth Infrastructure & Environmental, LLC To Complete The Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork). Seconded by Sprank. Psihoyos confirmed that the design services fees for this item and the previous agenda item are consistent with expectations. In response to a question regarding the SRF construction loan, Van Milligen noted that the loan carries a low interest rate. Motion carried 7-0.

GOAL SETTING
SESSION 2 OF 3

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council Members reviewed Goal No. 4 - Livable Neighborhoods and Housing: Great Place to Live, Goal No. 5 - Sustainable Environment: Preserving and Enhancing Natural Resources, Goal No. 6 - Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility, and Goal No. 7 - Diverse Arts, Culture, Parks and Recreation: Experiences and Activities, identifying their top outcomes, challenges and opportunities, and actions for each. The

meeting was informally paused for dinner at 5:32 p.m. and resumed at 6:06 p.m. Additionally, a short break was taken at 7:38 p.m., and the meeting resumed at 7:44 p.m. City Council deliberated whether to retain Goal No. 8 Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable, noting that partnerships are already integrated into the Citys mission and contribute to the achievement of the other seven goals. It was also observed that the goal currently has limited management in progress and action items. Council members expressed support for simplifying the goals, recognizing that they already have a significant number of goals and related documents. By a show of hands, all seven City Council members agreed to remove Goal No. 8. Throughout the discussion, Van Milligen, Brumwell, Assistant City Manager Cori Burbach, and Park Division Manager Steve Fehsal addressed relevant questions from the Council.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:35 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 10/3

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:

10/03/2025

and for which the charge is 64.82

Kathy Goetzinger

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

this 3rd day of October, 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 4:07 p.m. on September 25, 2025, in the Q Casino Reflections Room B.

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 annual goal setting.

GOAL SETTING
SESSION 3 OF 3

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council Members reviewed the actions, management in progress, and major projects for each of their seven goals in Section 10 of the 2025 Leaders Guide. Throughout the discussion, Van Milligen, Brumwell, Assistant City Manager Cori Burbach, Police Chief Jeremy Jensen, Assistant Police Chief Joe Messerich, Fire Chief Amy Scheller, Water and Resource Recovery Center Director Deron Muehring, and Parks and Recreation Director Matt Kalcevich addressed relevant questions from the Council. The meeting was informally paused for dinner at 5:36 p.m. and resumed at 6:14 p.m. City Council then voted on their top and high priorities, as follows:

Top Priorities (in alphabetical order):

? Commercial Air Service Future Strategy and Action Plan to Sustain and Expand
? Comprehensive Fire Station Location and Facilities Study
? Fire Department Staffing Increases
? Police Department: Full Staffing and Hiring
? Sanitary Sewer Investments and Implementation:
o Catfish Creek Sanitary Sewer Project
o Cedar Street Lift Station and Force Main
o Chaplain Schmitt Island Sanitary Sewer
o Cooper Place/Maiden Lane Project
o Grove Terrace Project
o Harvard Street Project
o Hempstead Street Project
o Sanitary Sewer Force Main Stabilization Project
o Sanitary Sewer Consent Decree Compliance
o Terminal Street Lift Station and Force Main
? Sports Complex Development
? Stormwater Management Investments and Implementation:
o 17th and Elm Street Stormwater Project
o 17th and Locust Street Stormwater Project
o Bee Branch Gate & Pump Station Project
o Detention Ponds Maintenance
o Individual Neighborhood Investments
o Kaufmann Avenue Storm Sewer Improvements
? Street Maintenance/Rehabilitation Program

High Priorities (in alphabetical order):

? Continued Implementation of Central Avenue Revitalization Plan
? Downtown Master Plan Update
? Dubuque Law Enforcement Center (DLEC) Short-Term Facility Enhancements and Future Plan
? East-West Corridor/Roundabouts Projects

? Next Phases of Chaplain Schmitt Island Development
? Parks and Recreation Master Plan Adoption and Implementation
? Water Resource and Recovery Center Facility and Process Improvements and Odor Reduction

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:31 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 10/3

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Leonardo Campbell Sr. for property damage; Julie Ross for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Leonardo Campbell Sr.
2. Claim by Julie Ross

MVM
Legal
Jensen

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:** Leonardo Campbell Sr.
2. **Address:** 2115 Stafford
   City: Dubuque **State:** IA **Zip:** 52001
3. **Telephone Number:** N/A
4. **Date of Incident:** May 20. 2025
5. **Time of Incident:**
6. **Location of Incident (Be specific):** It happened on 2115 Stafford on May 20. 2025. DPD broke down my Cameras

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.)**

DPD was serving a warrant to me and while I was in the house they broke down my front door & Back Cameras

8. **What were weather conditions like?** Nice it was in the middle of May
9. **Give name and address of any witnesses:** Leslie Backes 2746 Broadway
10. **Did police investigate? (If so, give names of officers.)**

N/A

11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**

N/A

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.)

N/A

13. What other damages do you claim, if any? Just my front and rear Cameras

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.)

N/A

15. What amount do you claim from the City of Dubuque?
Front Camera was $42.79 and Back Camera 53.49 for total of $96.28

16. Why do you claim the City of Dubuque is responsible?
Because they broke my Cameras down

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

N/A

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 29th day of September, 2025.

(Signature)

Leonard Campbell Sr.
(Print Name)

RECEIVED
2025 OCT 10 PM 2:52
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

MVM Legal Transportation Svs.

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:** Julie Ross

2. **Address:** 654 Highland Ct

   City: Holy Cross **State:** Iowa **Zip:** 52053

3. **Telephone Number:** 563-581-2383

4. **Date of Incident:** 09/30/2025

5. **Time of Incident:** Sometime between 6:30 am and 5:00 pm

6. **Location of Incident (Be specific):** Iowa Street Ramp - Lower Level

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.)**

   There is ongoing work being done on the 2nd floor of the ramp. Debris from the roof above my vehicle fell and hit the hood of my vehicle causing dents and scratched paint. I was parked in the lower level in the same spot I have parked for years. It used to be reserved spot 38.

8. **What were weather conditions like?** NA - this was inside the ramp

9. **Give name and address of any witnesses:** None

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.)

Damage to the hood of my car. Estimate for $1,640.58 is attached.

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

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?

$1,640.58

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

Debris from the parking ramp fell and damaged my car

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

No

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

NA

Dated at Dubuque, Iowa this 6th **day of** October, **20** 25.

_____**(Signature)**

Julie M. Ross

_____**(Print Name)**

RECEIVED
2025 OCT -6 PM 12:12
City Clerk's Office
Dubuque, IA

(Rev. 5/18)

Copyrighted
October 20, 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: Leonardo Campbell Sr. for vehicle damage; Mik Kalloway for vehicle damage; Julie Ross for vehicle damage.
SUGGUESTED DISPOSITION:	Receive and File; Concur

ATTACHMENTS:
1. ICAP 10 20 25

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: 10/14/2025

RE: Claim Against the City of Dubuque by Leonardo Campbell Sr.

Claimant	Date of Claim	Date of Incident	Nature of Claim
Leonardo Campbell Sr.	9/29/2025	5/20/2025	Property Damage

This is a claim in which Claimant alleges Claimant's home front and back door cameras were damaged by the City of Dubuque Police Department while executing warrants

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

cc: Michael C. Van Milligen, City Manager
Jeremy Jensen, Chief of Police
Leonardo Campbell Sr.

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: 10/9/2025

RE: Claim Against the City of Dubuque by Mik Kalloway

Claimant	Date of Claim	Date of Incident	Nature of Claim
Mik Kalloway	9/29/2025	9/19/2025	Vehicle Damage

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

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

cc: Michael C. Van Milligen, City Manager
Christopher Lester, Water Department Manager
Mik Kalloway

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: 10/9/2025

RE: Claim Against the City of Dubuque by Julie Ross

Claimant	Date of Claim	Date of Incident	Nature of Claim
Julie Ross	10/6/2025	9/30/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged when debris fell from the ceiling of a parking ramp and dented and scratched the hood.

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

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

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
October 20, 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_10_20
2. Approving Expenditures Resolution
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions
5. 10.20.25_July Interim Revenues
6. 10.20.25_August Interim Expenditures by Fund
7. 10.20.25_August Interim Revenues
8. 10.20.25_September Interim Expenditures by Fund
9. 10.20.25_September Interim Revenues
10. 10.20.25_October Interim Revenues

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: October 13, 2025

Finance is submitting the following expenses to City Council for approval at the October 20, 2025 meeting. Payments on these expenses will be made October 22, 2025.

In addition, Finance is submitting expenses paid since October 8, 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 No. 334-19.

Prepared by Jennifer Larson, Chief Financial Officer, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4322
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

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 Chief Financial Officer-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.

Pursuant to Iowa Code §372.13(6) Finance is submitting the statement of receipts and disbursements to the City Council, and the City Clerk to publish a summary with the City Council minutes.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 10-22-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1ST AYD CORP	$ 149.55	Janitorial Supplies - JOTC Garage
1ST AYD CORP	355.78	Janitorial Supplies - JOTC Garage
A-1 STORAGE SERVICE	175.00	STORAGE CONTAINER -BRANCHING OUT DBQ
ACCURATE ANALYTICAL TESTING	104.00	767 Nevada-Lead Analysis Dust Wipes-LHH21
ACCURATE ANALYTICAL TESTING	125.00	523 Rhomberg Apt.1,2-Lead Analysis Dust Wipes-LHH2
ACCURATE ANALYTICAL TESTING	121.00	2214 Windsor-Lead Analysis-LHH 21
ACCURATE ANALYTICAL TESTING	667.00	Lead Analysis Dust Wipe-LHH21
ADDOCO INC	720.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	992.01	FALL/WINTER UNIFORMS-PARKS
AHMANN'S LAWN CARE INC	260.00	LAWN CARE AT MCCOY LOT
AIRGAS USA LLC	16.20	Medical Oxygen for Ambulances
AIRGAS USA LLC	2.70	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2.70	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	5.40	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	2.70	Medical Oxygen for Ambulances
AIRGAS USA LLC	8.10	Medical Oxygen for Ambulances
AIRGAS USA LLC	16.20	LF-Rent Cyl Large Acetylene, Argon, Oxygen 10/30/2
AIRGAS USA LLC	27.69	Medical Oxygen for Ambulances
AIRGAS USA LLC	20.36	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,505.48	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,803.83	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,276.20	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,990.29	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,252.03	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	1,545.57	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,497.88	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,479.24	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	40.72	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,390.84	Liquid Oxygen for the WRRC - FY26
ALLIANT ENERGY	2,034.40	Electricity for Intermodal Sept 25
ALLIANT ENERGY	168.81	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,314.71	Electricity for JOTC Sept 25
ALLIANT ENERGY	167.58	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	6,277.65	FY26 350 W 6th Electricity
ALLIANT ENERGY	31.64	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	22.85	2820 Brunswick St.-Alliant Energy (City Owned)
ALLIANT ENERGY	1,522.56	FY26 Electric City Hall Annex 1300 Main
ALLIANT ENERGY	553.12	FY26 1805 Central LA Electric
ALLIANT ENERGY	7,999.67	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	33.99	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	265.26	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	81.77	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	540.85	FY26 1805 Central LB Electric
ALLIANT ENERGY	61.67	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,204.81	FY26 1157 Central MFC Electricity
ALLIANT ENERGY	110.75	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,373.28	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	67.12	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	278.53	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	38.98	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,552.74	FY 2026 Energy Costs for Various Locations
ALTORFER INC	(250.53)	UNIT #3292 - Relay (1 of 2 orders)
ALTORFER INC	(501.06)	UNIT #3292 - Relay
ALTORFER INC	64.24	UNIT #3475 - CLAMP-T'BOLT
ALTORFER INC	838.60	UNIT #3475 - PISTON & ELBOW
Anne Marie Greenwood	20.23	MILEAGE REIMBURSEMENT
Anne Marie Greenwood	80.22	MILEAGE REIMBURSEMENT

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Ascendance Trucks LLC	1,713.84	UNIT #3409 Parts
Ascendance Trucks LLC	384.76	Unit #1919 - Power Steering Pump
Ascendance Trucks LLC	10.84	Unit #1910 - Power Steering Gasket Mounting
Ascendance Trucks LLC	909.59	Unit #3207 - Charger Air Cooler (CAC)
Ascendance Trucks LLC	(509.60)	Stock- Injector, Doser
AT&T Mobility National Accounts, LLC	2,916.37	AT&T First Net Monthly Charges
AT&T Mobility National Accounts, LLC	1,373.61	IPONES AND IPADS PARKS-AUG 29-SEPT 28, 2025
Austin Manders	349.03	Per Diem DRE School
Austin Manders	334.65	Per Diem DRE School
B L MURRAY COMPANY INC	100.30	Reinforced Wipers
BANKERS ADVERTISING CO	747.88	2026 EAGLE POINT PARK SEASON PASSES
Bauer Built Inc	160.00	Bus Tire Repairs #2695, 2696, 2697, 2680
Bauer Built Inc	198.00	Bus Tire Repairs #2695, 2696, 2697, 2680
Bauer Built Inc	198.00	Bus Tire Repairs #2695, 2696, 2697, 2680
Bauer Built Inc	198.00	Bus Tire Repairs #2695, 2696, 2697, 2680
Bauer Built Inc	198.00	Bus Tire Repairs #2695, 2696, 2697, 2680
Bauer Built Inc	397.40	Bus Tire Repairs #2695, 2696, 2697, 2680
BENJAMIN R HUNT	100.00	SOFTBALL SCOREKEEPER AND OFFICIALS
BILL MILLER LOGGING INC	360.00	MULCH FOR FLORA & MURPHY PARK
BILL MILLER LOGGING INC	360.00	MULCH FOR FLORA & MURPHY PARK
BILL MILLER LOGGING INC	126.00	MULCH FOR FLORA & MURPHY PARK
BLACK HILLS/IOWA GAS UTILITY CO	23.85	821 Garfield Ave. - Black Hills Energy (City Owned
BLACK HILLS/IOWA GAS UTILITY CO	23.85	2820 Brunswick St.-Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	53.97	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	92.46	FY26 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	22.49	2527 Washington St (City Owned) Black Hills Energ
BLACK HILLS/IOWA GAS UTILITY CO	135.06	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	29.44	514 Angella St - (City Owned) Black Hills Energy
BLACK HILLS/IOWA GAS UTILITY CO	75.74	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY26 Gas Service for 300 Main, Suite 330
Brad Shannon	153.00	Per Diem NTOA Supervising Critial Incidents
Brandon Avenarius	4,050.00	Arterial Mowing 09/26/25
BRANDON J BAUER	224.42	Per Diem NTOA Supervising Critial Incidents
BUESING & ASSOCIATES, INC	11,560.00	Inspection Fee Rustic Point
CHELSEY ZENNER	245.00	AFTER SCHOOL BASKETBALL COACH
CHEMSEARCH	821.90	LF Inside Out, Wil-Dew II, Sprayer 09/05/25
CHEMSEARCH	739.95	Chemsearch Cooling tower chemicals
CHRISTINE J HAPP	160.00	PerDiem for Chris Happ Olson. 2025 Ntl Trust Sep25
CINTAS CORP	45.06	Floor Mat Service
CINTAS CORP	90.30	Floor Mat Service
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	420.17	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	202.15	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	54.48	Floor Mat Service
CINTAS CORP	272.29	Various Maintenance - FY26
CINTAS CORP	220.66	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	19.45	Various Maintenance - FY26
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	52.43	Various Maintenance - FY26
CINTAS CORP	689.45	Rugs/Towels for the WRRC-FY26
CINTAS FIRST AID & SAFETY	170.69	First Aid Supplies-WRRC - FY26
CINTAS FIRST AID & SAFETY	192.67	FY2026 First Aid Supplies
City of Des Moines	861.28	Simmons Pet Food - High Strength Waste - Aug 25
CLARKE UNIVERSITY	183.18	Franchise Fee FY26
CLARKE UNIVERSITY	4,246.74	Franchise Fee FY26
COMMAND SECURITY SOLUTIONS	80.34	Landfill- Alarm Monitoring 08/27

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
COMMAND SECURITY SOLUTIONS	336.78	LF- Alarm Monitoring (Trl, Scl House, Maint Shop)
COMMERCIAL FLOORING CO	1,560.00	REGLUE CARPETING
COMMUNICATIONS ENGINEERING CO	2,329.00	Medline Project - Switches to be installed
COMMUNICATIONS ENGINEERING CO	450.80	XG Firewall Replacement
CONLON CONSTRUCTION CO	786,862.09	Iowa Amphitheater Schmitt Island Bid Pkg 2
CRAWFORD HEATING AND COOLING CO INC	375.88	HDQ-Backflow Tests & Rebuild Backflow at HDQ
CRAWFORD HEATING AND COOLING CO INC	428.83	HDQ-Backflow Tests & Rebuild Backflow at HDQ
CYCLONE TECHNOLOGY LLC	51.97	Unit #4080 - BELT, RETURN PUMP, PROP PUMP DRIVE
DANIEL J MAYNE	119.00	LF- Iowa Recycling and Solid Waste Fall Conference
David B Welsh	153.00	Per Diem NTOA Supervising Critial Incidents
David Grass	100.00	Travel Reimbursement
DAVIS EQUIPMENT CORP.	160.25	GOLF MAINTENANCE SHOP ITEM
Dinges Partners Group	3,152.70	Various Leather Fronts for Fire Helmets
Dinges Partners Group	1,952.00	Lion StaySafe Program Advanced Cleaning of Gear
Dinges Partners Group	91.88	Cleaning & repair of turnout gear
DIRECT DISPOSABLES, LLC.	3,229.96	LF- 30 Gallon Bags (green)
Discover Hospitality LLC	6,208.89	Relocations-LHH21
District 20 Supply Co	20.95	Three Polo shirts for Director
DITTMER RECYCLING INC	105.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	489.54	Landfill Fees - 20 yrd/2 yrd - FY26
DTN LLC	2,129.40	Weather Forecast Serv 06/15/24-06/14/25
DUBUQUE AREA LABOR MGMNT COUNCIL	8,750.00	FY 26 COS/DALMC
DUBUQUE COUNTY RECORDER	57.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE HOSE & HYDRAULICS	102.92	Brass valve and fittings
DUBUQUE HOSE & HYDRAULICS	9.86	O-Ring kit for Hydraulic Reroute Pump
DUBUQUE HOSE & HYDRAULICS	18.66	Unit # 3213
DUBUQUE HOSE & HYDRAULICS	4.92	Unit # 540006 Parts: Brass Hose Splicer
DUBUQUE HOSE & HYDRAULICS	198.53	Shop Lift: Parts
DUBUQUE HOSE & HYDRAULICS	191.80	Shop Supplies: Power Wash Hose
DUBUQUE HOSE & HYDRAULICS	113.25	Shop Supplies: Spray Gun and Dual Lance
DUBUQUE HOSE & HYDRAULICS	27.60	Shop Supplies
DUBUQUE HOSE & HYDRAULICS	211.03	Shop Supplies
DUBUQUE HOSE & HYDRAULICS	93.80	Unit # 32108 - Nylon Loom
DUBUQUE HOSE & HYDRAULICS	290.20	Shop Supplies
DUBUQUE HUMANE SOCIETY	14,933.00	FY26 Contracted Service Fees
DUBUQUE SIGN COMPANY	953.40	2025 AOTR invoice for Dubuque Sign Company.
DUBUQUE SIGN COMPANY	13.00	DECALS FOR PARKS
ELDON SCHNEIDER	14.56	SEPTEMBER 2025 MILEAGE FOR ELDON SCHNEIDER
ELLA ROSE LINK	15.00	Gas from Academy for new officers
ELLIOTT EQUIPMENT COMPANY	954.79	UNIT# 4002 - Hose
ELLIOTT EQUIPMENT COMPANY	673.27	UNIT# 4002 - Flap Set Standard Head
ELLIOTT EQUIPMENT COMPANY	82.83	UNIT# 4002 - Spring Head
ENGRAVED GIFT COLLECTION LLC	85.50	ADULT ATHLETICS SOFTBALL TROPHIES
Eocene Environmental Group	605.50	Enviro North Schmitt Island Collection System
EXPRESS EMPLOYMENT PROFESSIONALS	735.00	Express employee
EXPRESS EMPLOYMENT PROFESSIONALS	840.00	Ex
EXPRESS EMPLOYMENT PROFESSIONALS	730.00	Temporary Administrative Assistant for HR
EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Express Employess 10/05/25 Aresndorf
EXPRESS EMPLOYMENT PROFESSIONALS	630.00	Charge for Custodian - Phyllis Arensdorf
FEDEX	25.99	Shipping Fee-LEAD WATER SAMPLE, PFAS SAMPLES
FERGUSON WATER WORKS SUPPLY #2516	1,091.04	TOOLS FOR FIRE HYDRANTS
FERGUSON WATER WORKS SUPPLY #2516	181.86	METER FLANGE W/GASKET-METER STOCK
FHR Services, LLC	1,797.25	2025 Tack- 09/24/25
First District Department of Corrections	1,155.69	Franchise Fee FY26
First District Department of Corrections	62.37	Franchise Fee FY26
FOUNTAIN OF YOUTH PROGRAM	15,750.00	FY2026 COS foy
G & R TREE SERVICE INC	6,100.00	TREE REMOVALS
GAME TIME INC	1,779.72	PLATFORM FOR PINARD PARK
GENUINE PARTS COMPANY INC	(10.32)	STOCK - Filters
GENUINE PARTS COMPANY INC	(7.84)	STOCK - Air, Fuel, Oil, & Cabin Filters/Motor Oil

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GENUINE PARTS COMPANY INC	286.22	Unit# 3471 - Filters
GENUINE PARTS COMPANY INC	47.96	Unit# 3455 - Air Filter
GENUINE PARTS COMPANY INC	47.96	Unit# 3453 - AIR FILTER
GENUINE PARTS COMPANY INC	529.99	LF- Shop Tool Replacement
GENUINE PARTS COMPANY INC	150.95	Stock Filters
GENUINE PARTS COMPANY INC	19.98	Unit# 3468 - Toggle Switches
GENUINE PARTS COMPANY INC	153.58	Stock Filters 10/01
GENUINE PARTS COMPANY INC	20.98	Unit# 3468 - Antifreeze
GENUINE PARTS COMPANY INC	186.32	Stock Filters
GENUINE PARTS COMPANY INC	26.09	Unit# 3471 - Bulk Wire
GENUINE PARTS COMPANY INC	25.64	Unit #110043 - Gasket Set
GENUINE PARTS COMPANY INC	88.93	Stock Filters 10/7
GENUINE PARTS COMPANY INC	217.47	Stock Oil Filters 10/7
GENUINE PARTS COMPANY INC	228.90	Stock Filters 10/8
GENUINE PARTS COMPANY INC	24.14	Unit# 3456 - OIL FILTER
GENUINE PARTS COMPANY INC	77.42	LF- Unit 3452 Sealer and Shop Supplies
GENUINE PARTS COMPANY INC	284.92	Stock Filters
GENUINE PARTS COMPANY INC	11.26	Stock Filters
GENUINE PARTS COMPANY INC	7.28	Unit# 130001 - OIL FILTER
GIESE SHEET METAL CO INC	506.25	MSC- Air not working 09/30/25
GILLIG LLC	1,696.44	Unit #2684 - Drums
GILLIG LLC	1,599.40	Stock
GINA M HODGSON	128.78	2025 Housing Iowa Conference
GRAYMONT WESTERN LIME INC	5,357.24	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,331.80	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
HANLEY AUTO BODY INC	1,475.00	UNIT# 530002 - Repair right side
HDR ENGINEERING INC	13,555.57	LF- Annual Engineering Services FY25
HDR ENGINEERING INC	1,715.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	7,124.35	DMASWA TO 20 - Horiz Exp Permitting
HDR ENGINEERING INC	20,967.86	LF- Annual Engineering Services FY25
HDR ENGINEERING INC	9,095.61	C9AAP2 Engineering
HDR ENGINEERING INC	57,976.25	HDR - Task Order 6 Dubuque Gate & Pump Station Flo
HDR ENGINEERING INC	2,482.50	Sanitary Sewer Asset Mgmt Plan
HENDRICKS FEED & SEED CO INC	25.90	STRAW FORFLORA PARK
HERBST UPHOLSTERY	275.00	UNIT #0906 Truck Seat Replacement
HERBST UPHOLSTERY	470.00	UNIT #2681 Repaired Seat Cover
HOGLUND BUS CO INC	(1,335.28)	Circulation Pumps for rear heat Buses stock
HOGLUND BUS CO INC	1,783.63	UNIT# 530002 - LIGHT, LATCH, SEATBELT
Hooks Hydraulics & Equipment	895.00	UNIT#4001 Vehicle Replacement Parts
HYGIENIC LABORATORY	299.00	Disinfectant BY-Product Testing Fee
HYGIENIC LABORATORY	1,472.00	Disinfectant BY-Product and PFAS Testing Fee
HYVEE INC	606.32	Wellness Session with Hyvee Dietician
IMWCA	2,500.00	Work Comp Quarterly Fees - Quarter 2
INTELIUS SCREENING SOLUTIONS LLC	2,758.33	FY26 Background Checks - April 2025
INTELIUS SCREENING SOLUTIONS LLC	968.44	FY26 Background Checks - June 2025
INTELIUS SCREENING SOLUTIONS LLC	425.68	FY26 Background Checks - July 2025
INTELIUS SCREENING SOLUTIONS LLC	441.81	FY26 Background Checks - August 2025
INTELIUS SCREENING SOLUTIONS LLC	484.09	FY26 Background Checks - September 2025
INTERSTATE POWER SYSTEMS INC	206.10	UNIT# 3471 Parts
IOWA COMMUNITIES ASSURANCE POOL	18,989.03	FY26 Damage Claims
IOWA DEPARTMENT OF HUMAN SERVICES	49,323.15	GEMT Claims for November 2025
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	100.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	100.00	Certification Fees
IOWA DEPT OF TRANSPORTATION	105.12	Paper for MCTs
IOWA KENWORTH INC	801.62	Stock- Gillig
IOWA LEAGUE OF CITIES	3,500.00	GovInvest TrueComp Module
J & R SUPPLY COMPANY	1,640.00	TOOLS TO REPAIR HYDRANTS
J & R SUPPLY COMPANY	3,995.00	TAP MATERIAL FOR WOOD STREET

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
J & R SUPPLY COMPANY	2,750.00	VALVE BOX TOPS
J & R SUPPLY COMPANY	132.00	Street- Jacket and Gloves 10/08/25
J & R SUPPLY COMPANY	1,750.00	Storm Sewer- Coupling, Bushing, Clay, Pipe 10/07/2
J & R SUPPLY COMPANY	110.00	Valves & Union for Chemical Rm in Bld #45
JAEGER PLUMBING & PUMP INC	1,292.36	REPAIRS DUE TO SETTLEMENT REMEDIATION
JAEGER PLUMBING & PUMP INC	565.00	REPAIRS DUE TO SETTLEMENT REMEDIATION
JAEGER PLUMBING & PUMP INC	699.07	REPAIRS DUE TO SETTLEMENT REMEDIATION
JAEGER PLUMBING & PUMP INC	14,053.00	ARBORETUM WATER IMPROVEMENTS
JAMES J ARTHOFER	3,110.00	Emergency Pumping at Terminal Street Lift Station
JENNIFER S NOEL	280.00	AFTER SCHOOL BASKETBALL COACH
JOHNSON CONTROLS	3,838.98	Annual Charge - Fire Alarm Detection
JOHNSONS NURSERY INC	19,427.00	TREES FOR BRANCHING OUT DUBUQUE GRANT
Joseph Pergande	100.00	SOFTBALL UMPIRE
JOSHUA SUN	350.00	EVENT REFUND - MINES OF SPAIN 100
KANE, NORBY AND REDDICK, PC	462.00	LF- General Matters
Kankakee Nursery Co	10,791.00	TREES FOR BRANCHING OUT DUBUQUE GRANT
KENNETH M MILLER	119.00	LF- Iowa Recycling and Solid Waste Fall Conference
Key Lime Air Corp	235,434.77	MRG for September 2025
KILBURG EQUIPMENT LLC	226.35	Unit 3417 - Steering Wheel
KIM A HERRIG	412.00	FY26 Custodial Services for 300 Main, Suite 330
Kluesner Sanitation LLC	855.00	LF- 30 yd Roll Off/ Skid loader Delivery
KRAEMERS WATER STORE INC	79.65	Bottled Water Service for Landfill 09/30/25
KRISTEN K DIETZ	138.60	Mileage reimbursement for out of city event
KUSSMAUL ELECTRONICS CO INC	1,501.52	Unit 1903- Auto Eject and Weatherproof Cover
Kwik Trip Inc	44,332.44	Monthly Fuel Charges: Sept 2025
LESLEIN TRUCKING	22,763.85	FY2026 BLANKET PO - SLUDGE HAULING SERVICES
MACQUEEN EQUIPMENT GROUP	80.69	UNIT #2704 - Pin
MACQUEEN EQUIPMENT GROUP	(35.32)	UNIT# 540006 Grab Arm Repair
MACQUEEN EQUIPMENT GROUP	423.15	UNIT #4007 - Spring and Spacer
MACQUEEN EQUIPMENT GROUP	264.38	UNIT #2704 Plate 6" Vacuum
MARTIN EQUIPMENT OF IL INC	2,548.33	Stock Filters & Fluids
MARTIN EQUIPMENT OF IL INC	793.55	UNIT# 3476 - Hydraulic
MARTIN EQUIPMENT OF IL INC	419.38	UNIT# 3455 - Compressor
Matthew Dressler	1,000.00	128 Stoltz HHP Work
Matthew Dressler	5,350.00	128 Stoltz HHP Work
Matthew Dressler	750.00	2310 Mineral Change Order 1
Matthew Dressler	5,500.00	2750 Washington-LHH21
MAV RESTORATIONS LLC	12,970.00	2015 Kniest LHH21
MEDICAL ASSOCIATES CLINIC PC	1,800.00	Wellness Visits, Physicals, Coaching Sessions
MEDICAL ASSOCIATES CLINIC PC	1,309.00	Wellness Visits, Physicals, Coaching Sessions
MEDICAL ASSOCIATES CLINIC PC	3,351.76	Wellness Visits, Physicals, Coaching Sessions
MEGAN CARBONELLI	750.00	Locust & 6th Street/Carbonelli 2 Art en
MICHAEL C VAN MILLIGEN	14.06	10/7 MVM business lunch w/ Caprice Jones
MICHAEL C VAN MILLIGEN	5.08	10/14 MVM business lunch w/ Anthony Williams
MICHAEL J SULLIVAN	125.00	SOFTBALL UMPIRE
MICS CONSTRUCTION	85,100.00	949 Clarke Dr LHH21
MICS CONSTRUCTION	8,950.00	949 Clarke Dr LHH21
MICS CONSTRUCTION	3,100.00	2532 Broadway 21 Lead and HH Work
MIDWEST ALARM SERVICES INC	477.84	Fire Alarm Inspection
MIKE FINNIN FORD LLC	484.10	UNIT# 110043 Parts
MIKE FINNIN FORD LLC	464.68	STOCK - Police Vehicle
MIKE FINNIN FORD LLC	519.42	UNIT# 110043 - Coil Asy & Spark Plug
MIKE FINNIN FORD LLC	256.48	Unit #110043 - Gasket, Seal, Screen Asy
MIKE FINNIN FORD LLC	89.52	Stock Fluids
MIKE FINNIN FORD LLC	491.56	Stock - Police Coil Asy-Ingnition; Gasket
MIKE FINNIN FORD LLC	103.97	Unit# 2620 - Screen Asy & Gasket
MIKE FINNIN FORD LLC	5,595.16	UNIT# 110045 Service Upshift
Mint Green Group USA	1,130.94	PRO SHOP MERCHANDISE
Mint Green Group USA	261.25	PRO SHOP MERCHANDISE
MIRACLE CAR WASH CORP	21.49	PATROL TRUCKS WASHED

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MIRACLE CAR WASH CORP	167.86	FY26 Police Vehicle Car Washes
MIRACLE EXPRESS INC	16.32	FY26 Police Vehicle Car Washes-Express
MISCELLANEOUS	160.00	PerDiem for Chad Witthoeft NTHP Past Forward
MI-T-M EQUIPMENT SALES & SERVICE	307.58	Shop Supplies: Sockets, Nozzles, Plug, Lance
MOLO OIL COMPANY	52,889.60	City of Dubuque City Vehicles Fuel- 08/20-09/19/25
MOLO PLUMBING & HEATING	144.74	Molo Service call 06/17/25 - $144.74
MOLO SAND & GRAVEL COMPANY	107.64	3/4" STONE FOR EPP
MORRISON BROTHERS CO	23.10	UNIT #3541 - Wear Plate
MULGREW OIL COMPANY	1,408.60	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/02/25
MULGREW OIL COMPANY	679.02	Diesel for use @ WRRC
MULGREW OIL COMPANY	2,602.05	UNLEADED FUEL- POD MARINA
MULGREW OIL COMPANY	2,144.58	LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/07/25
MULGREW OIL COMPANY	1,701.83	LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/09/25
MUNICIPAL COLLECTIONS OF AMERICA IN	2.45	Collection Fees for Utility Billing
MUNICIPAL PIPE TOOL CO LLC	3,734.10	UNIT# 2704 - Labor/parts
MUNICIPAL PIPE TOOL CO LLC	219.12	UNIT# 2703 Tiger Tails with rope
MUNICIPAL PIPE TOOL CO LLC	1,110.84	UNIT# 2704 - Vac Tubes; Reducer; Lock Clamps
NICHOLAS L ROSSMAN	500.80	ILA Conference Reimbursement
NICOLE M ROSEMEYER	45.85	Mileage for GIS- Sept -NR
NORTHLAND PRODUCTS CO INC	199.95	Sewer Department - Service DM 30 Week 8 10/01/25
O'REILLY AUTOMOTIVE INC	(44.00)	UNIT #1909 Replace Battery
O'REILLY AUTOMOTIVE INC	65.70	Unit # 3411- Tropice Yellow Custom
O'REILLY AUTOMOTIVE INC	(41.99)	UNIT #130007 Battery Tender and Puller Kit
O'REILLY AUTOMOTIVE INC	(12.80)	Unit #2614 - Clips
O'REILLY AUTOMOTIVE INC	(50.00)	UNIT #3305 Replace Unit's Hydro Booster
O'REILLY AUTOMOTIVE INC	(34.10)	Unit #110033 - PINION SEALS & P BRK LVR KT
O'REILLY AUTOMOTIVE INC	34.99	Unit # 4004- Circuit Breakers
O'REILLY AUTOMOTIVE INC	69.98	Stock- Circuit Breakers
O'REILLY AUTOMOTIVE INC	44.99	Unit # 2691 - SPEAKERS
O'REILLY AUTOMOTIVE INC	17.19	Unit # 4290 - EXH PIPE
O'REILLY AUTOMOTIVE INC	33.30	Unit # 4910 - Sensor
O'REILLY AUTOMOTIVE INC	5.08	Unit # 1910 - SPARK PLUG
O'REILLY AUTOMOTIVE INC	117.12	Unit # 3208 - SOLENOID
O'REILLY AUTOMOTIVE INC	21.85	Unit # 4080 - BELT
ORIGIN DESIGN CO	2,052.20	Kerper Lift Station Consulting Engineering
ORIGIN DESIGN CO	63.75	Cedar Cross Sanitary Task Order
OVERDRIVE INC	687.94	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	865.72	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,500.00	Platform Fee for Overdrive 10/1 to 12/31/25
PER MAR SECURITY SERVICES	233.52	FY26 Fed Bldg Fire Alarm Monitoring
Peterbilt of Wisconsin	999.92	STOCK - Brake Drums 7/08/25
Peterbilt of Wisconsin	397.40	STOCK - Brake Shoe Kits 07/08/25
Peterbilt of Wisconsin	(1,451.98)	STOCK - Cast Brake Shoe Kit
Peterbilt of Wisconsin	(1,451.98)	STOCK Brakes
Peterbilt of Wisconsin	(105.98)	STOCK Brakes- Reman Brake Shoe
Peterbilt of Wisconsin	(211.96)	STOCK Brakes- Cast Brake Shoe Kit
Peterbilt of Wisconsin	(105.98)	STOCK Brakes- Reman Brake Shoe
Peterbilt of Wisconsin	2,571.26	STOCK Brakes- Cast Brake Shoe Kit
POOR MANS CATERING INC	786.50	CATERING FOR SUNDAY
PORTZEN CONSTRUCTION INC	2,450.00	HDQ-Float Assembly Replacement
PORTZEN CONSTRUCTION INC	522,977.14	Dubuque Gate and Pump Station Flood Mitigation 16t
RACOM CORPORATION	84,900.35	Police Vehicle Builds
RACOM CORPORATION	57,090.25	Outdoor Siren plus Solar Chargers & Radios
RACOM CORPORATION	40,830.40	Outdoor Siren plus Solar Chargers & Radios
RADIO DUBUQUE INC	60.00	Radio Dubuque Aging In Place
RAM SERVICES LLC	1,145.00	767 Nevada Radon Install
RAM SERVICES LLC	100.00	418 Almond-Radon pre-mitigation-LHH24
RAPIDS REPRODUCTION INC	520.50	PLANS & SPECS PRINT FEES -N. ENGLISH RD WATER MAIN
RAYMOND L GOEDERT	50.00	SOFTBALL UMPIRE
RESILIENT MIND PSYCHOLOGY, LLC	268.02	2025 SPCP Conference

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RIVER CITY STONE	(287.52)	CY2023 Various Stone
RIVER CITY STONE	(960.82)	Stone for FY23
RIVER CITY STONE	288.74	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	455.06	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	1,448.81	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	224.88	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	1,312.75	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	728.45	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	111.74	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	264.69	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	460.33	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	426.87	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	192.51	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	89.18	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	75.95	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	1,239.10	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	189.35	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	337.75	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	153.46	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	418.42	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	989.38	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	139.39	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	206.46	3/16TH SCREENING/GRAVEL AND LIME
RIVER CITY STONE	110.16	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	120.49	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	120.00	3/16" SCREENINGS/GRAVEL
RIVER CITY STONE	20.00	3/16" SCREENINGS/GRAVEL
RIVER CITY STONE	351.67	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	965.49	CY2025 JUL-DEC Various Stone
RIVER CITY STONE	501.90	CY2025 JUL-DEC Various Stone
ROCHESTER ARMORED CAR CO INC	377.10	DMASWA armored car service (Blanket)
ROEDER OUTDOOR POWER EQUIPMENT	1,041.40	Stock Cameras
ROEDER OUTDOOR POWER EQUIPMENT	89.97	Stock--Streets
SADLER POWER TRAIN INC	(516.68)	800646 Bendix EP8 & 800599 Bendix E8P Brake Valve
SADLER POWER TRAIN INC	(396.85)	UNT# 3458 Outsourced Service, Driveshaft U Joint
SADLER POWER TRAIN INC	625.23	Stock Filters
SADLER POWER TRAIN INC	73.60	Unit #3208 - PRESSURE VALVE
SADLER POWER TRAIN INC	160.00	Stock Lights
SADLER POWER TRAIN INC	320.00	Stock Lights 10/13/25
Sandra Fowler	12,000.00	Dept Mgr for Housing-Fowler Consulting
Schadl Incorporated	1,344.36	Landfill General Plumbing- Pump Out Mudpits
Schadl Incorporated	1,656.70	LF- Preventative Maintenance
Schadl Incorporated	1,899.55	LF- Preventative Maintenance
Schadl Incorporated	1,899.55	LF- Preventative Maintenance
Schadl Incorporated	785.85	LF- Preventative Maintenance
Schadl Incorporated	1,656.70	LF- Preventative Maintenance
Schadl Incorporated	710.85	LF- Preventative Maintenance
Schadl Incorporated	2,291.00	LF- Preventative Maintenance
Schadl Incorporated	2,897.00	LF- Preventative Maintenance
Schadl Incorporated	2,497.30	LF- Preventative Maintenance
Schadl Incorporated	2,676.20	LF- Preventative Maintenance
Schadl Incorporated	1,326.80	LF- Preventative Maintenance
Schadl Incorporated	1,355.70	LF- Preventative Maintenance
Schadl Incorporated	1,355.70	LF- Preventative Maintenance
Schadl Incorporated	877.00	LF- Preventative Maintenance
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 10/12/25
SELCO INC	60.00	PW- Rd Closed Ahead, Daily Rental
SERVPRO OF DUBUQUE LLC	7,541.18	EMERGENCY WATER CLEAN UP
SHAMROCK JEWELERS	170.00	Badges for Assistant Fire Marshal
Sheena Moon	119.00	Per Diem Shena Moon Iowa APA 2025 $119

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
SKYLINE TRUCKING & STORAGE INC	100.00	TOP SOIL
STANARD AND ASSOCIATES INC	152.50	police officer testing materials
STANARD AND ASSOCIATES INC	99.50	LE Officer Selection Test
STRAND ASSOCIATES INC	275.01	Upper BB Creek RR Culverts and Sanitary Sewer Cros
STRAND ASSOCIATES INC	6,135.35	WRRC SCADA Set Up/On Demand Svcs-FY25-26
STRAND ASSOCIATES INC	22,254.26	Schmitt Island Sanitary Project
STRAND ASSOCIATES INC	641.64	PRELIMINARY DESIGN-EXTERIOR WALL
STRAND ASSOCIATES INC	4,634.43	WRRC Misc Service - FY21-Tsk 20-09-#1154-085
STRAND ASSOCIATES INC	1,472.67	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
STRAND ASSOCIATES INC	2,065.00	WRRC Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	1,097.60	WRRC Roadmap-Single Shift Operations/SCADA Review
STRAND ASSOCIATES INC	2,529.93	WRRC Assistance - Post 12/4/24 Event
STRAND ASSOCIATES INC	312.70	WRRC SCADA Set Up/On Demand Svcs-FY25-26
STRAND ASSOCIATES INC	2,170.00	Structure 75 Boiler Room Modifications
TAYLOR MADE GOLF	818.48	PRO SHOP SPECIALTY ITEMS
TAYLOR MADE GOLF	555.80	PRO SHOP MERCHANDISE
TAYLOR MADE GOLF	300.44	PRO SHOP SPECIALTY ITEMS
TAYLOR MADE GOLF	177.92	PRO SHOP SPECIALTY ITEMS
THE LOCKSMITH EXPRESS	35.25	KEYS FOR DOOR LOCK ON NEW VEH.BAY GARAGE DOOR
THEISENS INC	43.20	Transit Uniform shoes
THOMPSON TIRE & RETREAD	(529.48)	UNIT 1917 WHEELS
THOMPSON TIRE & RETREAD	(955.80)	unit 3246 wheel/tire svc
THOMPSON TIRE & RETREAD	(955.80)	unit 3252 wheel/tire svc
THOMPSON TIRE & RETREAD	1,196.54	UNIT#- 3403 Parts
THOMPSON TIRE & RETREAD	1,032.16	UNIT#- 540011: Parts
THOMPSON TIRE & RETREAD	2,167.92	UNIT#- 3230- Parts:
THOMPSON TIRE & RETREAD	30.00	UNIT# 2502- Parts: Med Truck DSMNT
THOMPSON TIRE & RETREAD	783.16	UNIT#- 540010: Parts
THOMPSON TIRE & RETREAD	640.74	UNIT# 4002- Parts
THOMPSON TIRE & RETREAD	533.44	UNIT# 2203- Parts: Tires
THOMPSON TIRE & RETREAD	75.00	UNIT#2683- Parts: Tires, Med Truck 10/03/25
THREE RIVERS FS INC	2,241.91	LF BIO #2 DYED
THREE RIVERS FS INC	282.00	LF- SPECTRA LUBE RED GREASE #2 TUBE
THREE RIVERS FS INC	1.00	LF-Tank Rental
THREE RIVERS FS INC	1.00	LF-Tank Rental
TIMOTHY L SPECHT	24,975.00	2750.5 Washington 21 Lead & HH Work
TIMOTHY L SPECHT	3,000.00	942 Southern Change Order
TIMOTHY P GOTTSCHALK	75.00	SOFTBALL UMPIRE
Timothy S Whitcomb	9,853.50	2-Day PTSD & First Responder Seminar (Host at DBQ)
TM Inc	315.00	Mail Courier Service (AWAITING CONTRACT)
TRAVIS J SCHROBILGEN	119.00	PerDiem for Travis S Iowa APA 2025 Conf
TREASURER STATE OF IOWA ILEA	10,250.00	Basic Academy Peace Officer Training
TRICON CONSTRUCTION GROUP	637,077.31	LF- Customer Convenience Center Project
TRUCK EQUIPMENT INC	773.65	Stock Sweepers
TRUCK EQUIPMENT INC	1,017.27	Stock Sweep Broom
TRUGREEN LIMITED PARTNERSHIP	51.81	FY26 Fed Bldg Lawn
TRUGREEN LIMITED PARTNERSHIP	51.81	FY26 Fed Bldg Lawn
TURPIN DODGE OF DUBUQUE LLC	58.35	UNIT #110017- Detector 24D
TURPIN DODGE OF DUBUQUE LLC	107.63	UNIT #110017 - Filter & Valve
Tyler McDonald	291.67	Stipend for Western Iowa Tech Academy
UNION HOERMANN PRESS	1,819.60	Fall Festival UB Insert_Parks & Rec
UNION HOERMANN PRESS	465.00	Dollars and Cents Brochure
UNION HOERMANN PRESS	1,638.00	City Manager Handouts Folders
UNISON SOLUTIONS INC	275.00	Monthly Analysis Kit for H2S Testing
UNIVERSITY OF DUBUQUE	7,059.96	Franchise Fee FY26
UNIVERSITY OF DUBUQUE	231.48	Franchise Fee FY26
US Peroxide LLC	63.06	Chemical Dosing at the WRRC - FY25-26
US Peroxide LLC	19,472.10	Chemical Dosing at the WRRC - FY25-26
Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
VOSS PEST CONTROL INC	380.00	Spray PD Vehicles

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
VOSS PEST CONTROL INC	185.00	Spray PD Vehicles
WAGNER NURSERY	479.96	IRRIGATION PARTS
WALLY C WERNIMONT	363.40	PerDiem Wally W Iowa APA Conf 10-2025
WB McCloud & Co, Inc.	58.30	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	58.30	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	58.30	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	58.30	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
WELDON TIRE	116.00	REPLACEMENT TIRES AND TUBES
WELU PRINTING COMPANY	496.80	Welu Printing - Labels/Env Planning Dept
WELU PRINTING COMPANY	654.67	Door Hangers No Street Parking Asp/Paver 10/13
WHKS AND COMPANY	3,437.39	Auburn and Custer Bidding and Construction Assista
William Doyle	160.00	PerDiem for Bill Doyle Ntl Trust Milw Sep25
William P Gansen	119.00	LF- Iowa Recycling and Solid Waste Fall Conference
WYATT S HINTERMEISTER	1,360.00	Radar Calibration
Zachary Steger	6.23	Gas for Training
	$ 3,327,662.07	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016218	10/15/2025	A & G ELECTRIC COMPANY	$ 436.65	5th St Ramp Clean Panel and Check Power
519234	10/15/2025	Abigale David	280.00	AFTER SCHOOL BASKETBALL COACH
1016256	10/15/2025	ACCURATE ANALYTICAL TESTING	1,072.00	Lead 21 Dust Wipe Testing 8.31.25
1016202	10/8/2025	ADVANTAGE SHEET METAL INC	775.00	HVAC Services
519181	10/15/2025	ALLIANT ENERGY	28.53	FY26 Electric Traffic & Street Lights
519181	10/15/2025	ALLIANT ENERGY	24.53	2527 Washington St - Alliant Energy - (City Owned)
519181	10/15/2025	ALLIANT ENERGY	201.49	ELECTRIC BILLS FOR FY26
519181	10/15/2025	ALLIANT ENERGY	110.13	ELECTRIC BILLS FOR FY26
519181	10/15/2025	ALLIANT ENERGY	1,154.71	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
519181	10/15/2025	ALLIANT ENERGY	25.55	514 Angella St - Alliant Energy (City Owned)
519181	10/15/2025	ALLIANT ENERGY	61.70	ELECTRIC BILLS FOR FY26
519181	10/15/2025	ALLIANT ENERGY	24.20	Alliant 0539621000 12th Bluff Lot FY26
519181	10/15/2025	ALLIANT ENERGY	1,069.53	0557811000 PORT RAMP FY26
519181	10/15/2025	ALLIANT ENERGY	2,794.39	0557811000 PORT RAMP FY26
519181	10/15/2025	ALLIANT ENERGY	1,834.05	Alliant 1406331000 Intermodal Ramp FY26
519181	10/15/2025	ALLIANT ENERGY	461.70	Alliant 1477501000 5th Bell Lot FY26
519181	10/15/2025	ALLIANT ENERGY	1,742.93	Alliant 1522511000 5th St Ramp FY26
519181	10/15/2025	ALLIANT ENERGY	113.85	Alliant 6477860931 12th Elm Lot FY26
519181	10/15/2025	ALLIANT ENERGY	95,349.16	FY2026 BLANKET PO - ELECTRICITY COSTS
519181	10/15/2025	ALLIANT ENERGY	4,073.68	FY 26 City Hall Electricity
519181	10/15/2025	ALLIANT ENERGY	90.86	FY26 W 5th Restroom Electricity
519181	10/15/2025	ALLIANT ENERGY	19,892.42	WRRC Lift Stations - Electricity Expense FY26
1016260	10/15/2025	AMELIA K NOONAN	280.00	AFTER SCHOOL BASKETBALL COACH
1016244	10/15/2025	ANN E DAUDERMAN	401.35	Per Diem FBINAA Leadership
519220	10/15/2025	AT&T Mobility National Accounts, LLC	6,013.19	FY26 First Net Charges for IPhone/Tech Services
519245	10/15/2025	AUSTIN COOLEY	40.00	REIMBURSEMENT FOR RENTAL LICENSE OVERPAYMENT
1016220	10/15/2025	AV FUEL	20,683.71	Blanket Purchase Order - Aviation Fuel
1016220	10/15/2025	AV FUEL	423.61	Blanket Purchase Order - Aviation Fuel
1016213	10/8/2025	B G BRECKE INC	13,686.00	REPLACEMENT FREEZER COMPRESSOR-EMERGENCY REPAIR
1016281	10/15/2025	B G BRECKE INC	313.80	HDQ-Sewage Ejector Pump Not Functioning
519199	10/15/2025	B L MURRAY COMPANY INC	41.88	Cleaning Supplies
1016211	10/8/2025	BARD MATERIALS CENTRAL	985.78	CONCRETE FOR EMERGENCEY WATER MAIN BREAK REPAIR
1016280	10/15/2025	BARD MATERIALS CENTRAL	1,183.30	GOLF COURSE TOP SAND
519230	10/15/2025	Ben Fogarty	245.00	AFTER SCHOOL BASKETBALL COACH
1016203	10/8/2025	BIECHLER ELECTRIC INC	194.35	ELECTRICAL REPAIRS
519246	10/15/2025	BILL AND COLLEEN MCDERMOTT	22.50	RENTAL LICENSE REIMBURSEMENT FOR 2162 GARFIELD
1016219	10/15/2025	BLACK HILLS/IOWA GAS UTILITY CO	61.61	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016219	10/15/2025	BLACK HILLS/IOWA GAS UTILITY CO	47.41	FY2026 BLANKET PO - GAS COSTS
1016219	10/15/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
1016219	10/15/2025	BLACK HILLS/IOWA GAS UTILITY CO	49.26	FY2026 BLANKET PO - GAS COSTS
1016265	10/15/2025	BluePath Finance FC IV LLC	1,823.56	UTILITY EXPENSE - ELECTRICITY
1016269	10/15/2025	Boomerang Corp	808,824.00	Relocate Taxiway Alpha Phase 3 - Phase 2 Constr.
519247	10/15/2025	BRIAN HOFFER	30.00	RENTAL LICENSE REIMBURSEMENT FOR SALE OF 690 SULLI
1016247	10/15/2025	BRIAN S FELDOTT	233.10	MILEAGE REIMBURSEMENT
1016254	10/15/2025	BRIANNA S JUSTIN	18.00	Parking in 5th St Ramp
519217	10/15/2025	BRIANNE M BOALS	280.00	AFTER SCHOOL BASKETBALL COACH
519214	10/15/2025	BRUNE ENTERPRISES LLC	6,875.00	FY26 Lawn Services
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519182	10/15/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
1016274	10/15/2025	CALLISON M LANG	280.00	AFTER SCHOOL BASKETBALL COACH
1016217	10/8/2025	CAPITAL SANITARY	166.80	Janitorial Supplies - JOTC building
1016217	10/8/2025	CAPITAL SANITARY	472.43	Janitorial Supplies
1016217	10/8/2025	CAPITAL SANITARY	61.80	Janitorial Supplies
1016217	10/8/2025	CAPITAL SANITARY	61.80	Janitorial Supplies
1016217	10/8/2025	CAPITAL SANITARY	282.90	ST3 & 6-Janitoral Supplies
1016217	10/8/2025	CAPITAL SANITARY	74.68	ST3 & 6-Janitoral Supplies
1016217	10/8/2025	CAPITAL SANITARY	439.58	MISC SUPPLIES- BHGC
1016217	10/8/2025	CAPITAL SANITARY	1,326.88	Janitorial Supplies
1016285	10/15/2025	CAPITAL SANITARY	122.35	MISC SUPPLIES- BHGC
1016285	10/15/2025	CAPITAL SANITARY	134.81	Janitorial Supplies - JOTC building
1016285	10/15/2025	CAPITAL SANITARY	79.07	Janitorial Supplies - JOTC building
519223	10/15/2025	Carl Plumley	13.44	JULY-SEPTEMBER MILEAGE FOR CARL PLUMLEY
1016221	10/15/2025	CINTAS CORP	420.17	Various Maintenance - FY26
1016221	10/15/2025	CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
1016221	10/15/2025	CINTAS CORP	35.00	JANITORIAL SUPPLIES- BHGC
1016221	10/15/2025	CINTAS CORP	19.45	Various Maintenance - FY26
1016221	10/15/2025	CINTAS CORP	52.43	Various Maintenance - FY26
519183	10/15/2025	CINTAS FIRST AID & SAFETY	31.85	FY2026 First Aid Supplies
519232	10/15/2025	Coast to Coast Personal Transportation	240.00	Blanket Purchase Order - Lost Baggage Return
1016216	10/8/2025	COMELEC INTERNET SERVICES	126.45	COMELEC INTERNET SERVICE FY26
1016216	10/8/2025	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS-FY26
1016284	10/15/2025	COMELEC INTERNET SERVICES	126.45	COMELEC INTERNET SERVICE FY26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016204	10/8/2025	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units - FY26
519248	10/15/2025	CONAN GRAP	168.75	REIMBURSEMENT FOR VACANCY FOR 2212 RHOMBERG
1016243	10/15/2025	CONSTELLATION NEW ENERGY GAS DIV	494.12	COD-Dubuque City Garage: Kerper July 2025
1016243	10/15/2025	CONSTELLATION NEW ENERGY GAS DIV	1,639.93	Utility gas for library
1016243	10/15/2025	CONSTELLATION NEW ENERGY GAS DIV	138.83	NATURAL GAS FOR PARKS
1016243	10/15/2025	CONSTELLATION NEW ENERGY GAS DIV	1,219.64	FY2026 BLANKET PO - GAS COSTS
1016243	10/15/2025	CONSTELLATION NEW ENERGY GAS DIV	3,523.82	Natural Gas - FY26 - Constellation
1016239	10/15/2025	CORI L BURBACH	395.80	9/17 CB_TR_ILC Conf_Des Moines
1016239	10/15/2025	CORI L BURBACH	101.22	9/3 CB_TR_Housing Iowa 2025 Conf_Cedar Rapids
519249	10/15/2025	DARIN POLL	90.00	REIMBURSEMENT FOR RENTAL LICENSE OVERPAYMENT 598 L
519250	10/15/2025	DARLA STACKIS	120.00	REIMBURSEMENT FOR SALE OF 2593 WHITE
519238	10/15/2025	Diane Knockel	28.00	Art @ your library Aug/Sept 2025 sales to artist
519190	10/15/2025	DISH NETWORK LLC	153.12	Blanket Purchase Order - Monthly TV Service
1016235	10/15/2025	DITTMER RECYCLING INC	412.99	Blanket Purchase Order - Monthly Refuse Collection
1016235	10/15/2025	DITTMER RECYCLING INC	987.53	REFUSE FOR SEPTEMBER 2025
1016235	10/15/2025	DITTMER RECYCLING INC	12,737.66	LF- Dittmer Recycling Services
519251	10/15/2025	DONALD BUSH	75.00	REIMBURSEMENT FOR PROPERTY SALE
519185	10/15/2025	DUBUQUE AREA CHAMBER OF COMMERCE	60.00	Young Professionals Annual Membership 09/01/25
519186	10/15/2025	DUBUQUE COMMUNITY SCHOOL DIST	2,905.84	Franchise Fee FY26
519188	10/15/2025	DUBUQUE COUNTY SHERIFF	24,734.50	Dubuque County Sheriff Aug 2025 Monthly Expenses
519187	10/15/2025	DUBUQUE COUNTY SHERIFF	65.00	Sheriff Services for SEPTEMBER 2025
519212	10/15/2025	DUBUQUE DREAM CENTER	15,750.00	FY26 COS dream ctr
1016205	10/8/2025	DUBUQUE FIRE EQUIPMENT INC	89.80	Neck Collar Gasket and Hazardous Materials/Fuel
1016205	10/8/2025	DUBUQUE FIRE EQUIPMENT INC	251.50	FIRE SUPPRESSION SYSTEM INSPECTION
519189	10/15/2025	DUBUQUE VISITING NURSE ASSOCIATION	2,400.08	June 2025 VNA Billing
519189	10/15/2025	DUBUQUE VISITING NURSE ASSOCIATION	1,452.22	June 2025 VNA Billing
1016212	10/8/2025	DUBUQUELAND DOOR COMPANY	344.03	Repair & Maint of Doors @ City of DBQ Locations
1016261	10/15/2025	DYNAMIC LIFECYCLE INNOVATIONS INC	3,396.89	LF-Recycling services
1016222	10/15/2025	EAST CENTRAL INTERGOVERN ASSOC	2,500.00	Lead Inspector Risk Assessor Refresher Training
1016223	10/15/2025	EBSCO SUBSCRIPTION SERVICE	592.01	Children's periodicals
1016223	10/15/2025	EBSCO SUBSCRIPTION SERVICE	18,841.19	Annual subscription to print magazines
1016224	10/15/2025	ELECTRIC PUMP LLC	41,497.73	Primary Sludge Grinder Parts
519224	10/15/2025	Elly Tebon	280.00	AFTER SCHOOL BASKETBALL COACH
519252	10/15/2025	ERIC AND RACHEL FISCHER	30.00	RENTAL LICENSE REIMBURSEMENT ON SALE OF 181 KEYMON
1016262	10/15/2025	EUROFINS ENV TESTING NORTH CENTRAL	4,261.00	LF- Leachate & Groundwater Testing
1016262	10/15/2025	EUROFINS ENV TESTING NORTH CENTRAL	2,221.50	LF- Leachate & Groundwater Testing
1016262	10/15/2025	EUROFINS ENV TESTING NORTH CENTRAL	1,094.00	LF- Leachate & Groundwater Testing
1016236	10/15/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	13,069.60	Runway Markings Improvement - 2024
1016272	10/15/2025	GENUINE PARTS COMPANY INC	33.95	Shop use- Threadlocker Loctite
519191	10/15/2025	GIESE SHEET METAL CO INC	225.00	MSC-AC not working 07/18
519253	10/15/2025	GRACE MEMDEZ	112.50	RENTAL LICENSE REIMBURSEMENT FOR SALE OF 506 W LOC
519254	10/15/2025	GRACE MENDEZ	112.50	RENTAL LICENSE REIMBURSEMENT FOR SALE OF 508 W LOC
1016273	10/15/2025	GRAY MANUFACTURING COMPANY, INC.	62,812.00	Mobile Column Lift System with Jack
519192	10/15/2025	GREATER DUBUQUE DEVELOPMENT CORP	10,500.00	FY26 COS GDDC
519205	10/15/2025	HOYNE LANDSCAPING & SNOW PLOWING	2,012.50	Grass mowing contract for 2024
1016257	10/15/2025	IMWCA	81,081.00	Work Comp Premium - 7 Installments - Installment 4
519209	10/15/2025	IOWA DEPARTMENT OF PUBLIC SAFETY	4,266.00	FY26 Public Safety System Estimate
519193	10/15/2025	IOWA ONE CALL	1,375.10	Iowa One Call Utility Locates
519255	10/15/2025	JAMES REIBLING	90.00	REIMBURSEMENT FOR OVERPAYMENT 2313 WHITE
519204	10/15/2025	JAY M MORRISSETTE	238.00	FBINAA Leadership Program
519256	10/15/2025	JEFFREY SPAHN	22.50	REIMBURSEMENT FOR SALE OF 2413 JACKSON
519257	10/15/2025	JEFFREY SPAHN	22.50	REIMBURSEMENT FOR SALE OF 2415 JACKSON
519258	10/15/2025	JEREMY NOEL	90.00	RENTAL LICENSE OVERPAYMENTFOR 710 HENNEPIN
519229	10/15/2025	Jessica Plourde	245.00	AFTER SCHOOL BASKETBALL COACH
1016241	10/15/2025	JOEL C CROSS	200.00	Per Diem First Responder Wellness Conference
519259	10/15/2025	KEISHA BRUNS	315.00	RENTAL LICENSE OVERPAYMENT FOR 1698 JACKSON
519260	10/15/2025	KEN LIN	60.00	REIMBURSEMENT FOR AIR BNB UNIT 1103 IOWA
1016250	10/15/2025	KEN SAIKI DESIGN INC	12,718.62	COMISKEY PARK -PHASE 2
519233	10/15/2025	Key Lime Air Corp	325,015.06	MRG for July 2025 Service
519233	10/15/2025	Key Lime Air Corp	237,762.97	MRG for July 2025 Service
519237	10/15/2025	KMDE LLC	2,645.54	MSC Solar Production- May 2025
519237	10/15/2025	KMDE LLC	1,739.14	MSC Solar Production- June 2025
1016255	10/15/2025	KNOWBE4, INC	4,047.89	Phish testing and training software
1016277	10/15/2025	KONE INC	345.42	Locust st Elevator Repair
1016277	10/15/2025	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
1016277	10/15/2025	KONE INC	271.84	Elevator Maintenance
1016277	10/15/2025	KONE INC	210.00	FY26 Engine House Elevator Service
519227	10/15/2025	Korrin Schriver	15,348.96	FY2026 USDA Contractor Agreement_ReEvolution Farms
519194	10/15/2025	LAMAR TEXAS LIMITED PARTNERSHIP	413.00	Digital Advertising
519194	10/15/2025	LAMAR TEXAS LIMITED PARTNERSHIP	413.00	Digital Advertising
1016215	10/8/2025	LANDMARK TURF SERVICES LLC	27,616.27	Flood Control Weed Spraying
1016275	10/15/2025	LAURIE MUILENBURG	245.00	AFTER SCHOOL BASKETBALL COACH
519225	10/15/2025	LeeAnn M Peterson	280.00	AFTER SCHOOL BASKETBALL COACH
519195	10/15/2025	LIME ROCK SPRINGS CO	287.38	BEVERAGES THROUGH JUNE 2026
519272	10/15/2025	LOCATORS LTD	120.00	REIMBURSEMENT FOR SALE OF 2533 MARYWOOD
519261	10/15/2025	LOCATORS LTD	120.00	REIMBURSEMENT FOR SALE OF 691 W 3RD
519262	10/15/2025	LOCATORS LTD	120.00	REIMBURSEMENT FOR SALE OF 770 KANE
519262	10/15/2025	LOCATORS LTD	120.00	REIMBURSEMENT FOR SALE OF 818 RHOMBERG
519262	10/15/2025	LOCATORS LTD	30.00	REIMBURSEMENT FOR SALE OF 820 RHOMBERG
519262	10/15/2025	LOCATORS LTD	30.00	RENTAL LICENSE REIMBURSEMENT FOR SALE OF 1325 LORA
519262	10/15/2025	LOCATORS LTD	30.00	RENTAL LICENSE REIMBURSEMENT FOR SALE OF 1762 VIZA

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
519196	10/15/2025	LORAS COLLEGE	24,199.88	Expenditures Associated with the Agreement
519231	10/15/2025	Lori Kelchen	280.00	AFTER SCHOOL BASKETBALL COACH
519263	10/15/2025	LORI SHAW	112.50	REMBURSEMENT FOR PROPERTY SOLD 435 GLEN OAK
1016278	10/15/2025	MAQUOKETA VALLEY ELECTRIC COOP	84.17	Electrical Svc - Airport Lift Station - FY26
1016276	10/15/2025	MARIUS HASLAUER	900.00	2624 Jackson St. -TBRA -S. Anderson (HCV) App #253
519241	10/15/2025	MARY THOMPSON	48.00	Art @ your library Aug/Sept 2025 sales to artist
519264	10/15/2025	MATT VASKE	40.00	REIMBURSEMENT OVERPAYMENT FOR RENTAL LICENSE
519197	10/15/2025	MEDIACOM	236.90	INTERNET FOR TREE CREW-FY26
1016231	10/15/2025	MICHAEL C VAN MILLIGEN	13.14	10/6 MVM business lunch w/ Kurt Strand
519180	10/14/2025	MICHAEL W BENEFIELD	828.57	CAMPGROUND MANAGER PAYMENTS FY25
519242	10/15/2025	Microgirl, LLC	200.00	GARE_bs_ARTS/8.14.25 Creative's Café.
519206	10/15/2025	MID AMERICA PROPERTY MGMT	2,306.00	2561 Jackson St. - TBRA- M. Jones Jr. - App #2541
1016234	10/15/2025	MIDWEST ALARM SERVICES INC	292.04	Flive Flags Ramp Service Call
1016234	10/15/2025	MIDWEST ALARM SERVICES INC	309.50	Locust St Ramp Service Call
1016234	10/15/2025	MIDWEST ALARM SERVICES INC	288.30	Intermodal Ramp Service Call
260400004	10/3/2025	MIDWESTONE BANK	617,408.00	October 2025 HAP
260400005	10/3/2025	MIDWESTONE BANK	2,291.92	October 2025 Admin Fee
1016225	10/15/2025	MIKE FINNIN FORD LLC	34,450.00	2025 Ford Escape Hybrid - includes trade in
519207	10/15/2025	MOLO PLUMBING & HEATING	237.50	No Hot Water POD Ramp
519198	10/15/2025	MULGREW OIL COMPANY	1,745.94	LF-# 2 PRM DYED WNTR DSL ULS15PPM 09/25/25
1016267	10/15/2025	Mullen Coughlin LLC	3,328.00	Legal Fees
1016267	10/15/2025	Mullen Coughlin LLC	2,888.00	Legal Fees
1016267	10/15/2025	Mullen Coughlin LLC	330.00	Legal Fees
1016267	10/15/2025	Mullen Coughlin LLC	426.00	Legal Fees
1016267	10/15/2025	Mullen Coughlin LLC	229.00	Legal Fees
1016267	10/15/2025	Mullen Coughlin LLC	847.00	Legal Fees
1016267	10/15/2025	Mullen Coughlin LLC	293.00	Legal Fees
1016267	10/15/2025	Mullen Coughlin LLC	2,749.00	Legal Fees
519226	10/15/2025	Murphy Security Solutions	190.00	Remote support for RFID gates
519226	10/15/2025	Murphy Security Solutions	1,220.00	Remote support for RFID gates
519265	10/15/2025	NICHOLAS PARR	180.00	REIMBURSEMNT FOR RENTAL LICENSE WITHDRAWAL
519259	10/15/2025	NICHOLAS PARR	22.50	RENTAL LICENSE REIMBURSEMENT FOR SALE OF 2712 JACK
1016249	10/15/2025	NICOLE C BREHM	200.00	Per Diem First Responder Wellness Conference
1016283	10/15/2025	NORMAN & ASSOCIATES LLC	2,495.00	PROFESSIONAL DEVELOPMENT MFC DIRECTOR
1016279	10/15/2025	NORTHEAST IOWA COMMUNITY COLLEGE	711.53	Franchise Fee FY26
1016279	10/15/2025	NORTHEAST IOWA COMMUNITY COLLEGE	26.54	Franchise Fee FY26
519218	10/15/2025	NORTHWESTERN UNIVERSITY	4,700.00	School of Police Staff and Command Registration
1016242	10/15/2025	OVERDRIVE INC	512.46	Downloadable Ebooks and EAudio for Adult Collectio
519266	10/15/2025	PADMA RAVADA	40.00	RENTAL LICENSE OVERPAYMENT 4563 CAMELOT
519267	10/15/2025	PAIGE & HEATHER THULL	45.00	REIMBURSEMENT FROM SALE OF PROPERTY 910 W 5TH
519243	10/15/2025	PAMELA R BROWN	76.00	Art @ your library Aug/Sept 2025 sales to artist
1016245	10/15/2025	PASSPORT LABS INC	1,784.75	Passport Parking Meter App FY26
1016253	10/15/2025	PHELPS THE UNIFORM SPECIALISTS	48.19	Blanket Purchase Order - Weekly Uniform Cleaning
1016206	10/8/2025	POLYDYNE INC	11,385.00	Polymer - 3 totes for the Drum Thickener
1016206	10/8/2025	POLYDYNE INC	22,770.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1016258	10/15/2025	PRECISE MRM LLC	860.00	2025-07 Subscription
1016270	10/15/2025	R & J Window Cleaning LLC	275.00	WINDOW CLEANING- POD MARINA
1016226	10/15/2025	RACOM CORPORATION	22,829.03	Push Bumpers for Patrol Vehilces - Grant Funded
519219	10/15/2025	RAM SERVICES LLC	100.00	655 Alpine-Radon Mitigation LHH24
519219	10/15/2025	RAM SERVICES LLC	100.00	655.5 Alpine-Radon Mitigation LHH24
519219	10/15/2025	RAM SERVICES LLC	100.00	611 University #2-Radon Pre-Mitigation LHH24
519219	10/15/2025	RAM SERVICES LLC	100.00	611 University #4-Radon Pre-Mitigation LHH24
519219	10/15/2025	RAM SERVICES LLC	100.00	611 University #5-Radon Pre-Mitigation LHH24
519219	10/15/2025	RAM SERVICES LLC	1,045.00	640 W 11th Radon Install-LHH21
519219	10/15/2025	RAM SERVICES LLC	1,055.00	2250 Jackson Radon Install
519219	10/15/2025	RAM SERVICES LLC	1,095.00	653 Wilson Radon Install-LHH21
1016240	10/15/2025	RAPIDS REPRODUCTION INC	48.00	Poster for Facilitation Team
519240	10/15/2025	Regina K Riley	416.00	Art @ your library Aug/Sept 2025 sales to artist
519244	10/15/2025	Rick Bradley	90.00	Street- Hi Vis Lime Birdseye Pocket Safety
1016259	10/15/2025	RITE ENVIRONMENTAL INC	170.00	LF- Recycle Oil
1016207	10/8/2025	RIVER CITY PAVING	12,856.74	2024:: JUL-DEC Hot & Cold Mix Asphalt
1016207	10/8/2025	RIVER CITY PAVING	78,176.45	2025:: JUL-DEC Hot & Cold Mix Asphalt
1016207	10/8/2025	RIVER CITY PAVING	77,504.44	2025:: JUL-DEC Hot & Cold Mix Asphalt
1016207	10/8/2025	RIVER CITY PAVING	51,571.18	2025:: JUL-DEC Hot & Cold Mix Asphalt
1016207	10/8/2025	RIVER CITY PAVING	127,968.44	2025:: JUL-DEC Hot & Cold Mix Asphalt
1016251	10/15/2025	ROBERT G WRIGHT JR	15,050.00	730 Cleveland 21 Lead and HH work
1016263	10/15/2025	Ronald V Burbach	1,932.00	Parking Lot Weed Control
519211	10/15/2025	ROUSSELOT INC	7,881.56	Franchise Fee FY26
519211	10/15/2025	ROUSSELOT INC	667.75	Franchise Fee FY26
260400003	10/10/2025	RXBENEFITS INC	88,722.25	FY26 Prescription Admin & Claims-9/13 to 9/26/25
519200	10/15/2025	SADLER POWER TRAIN INC	265.20	SHOP USE- Shell Sontax Grease Tube
519239	10/15/2025	SANDRA MICHALIK	56.64	Art @ your library Aug/Sept 2025 sales to artist
1016227	10/15/2025	Schadl Incorporated	1,344.36	Landfill General Plumbing- Pump Out Mudpits
519235	10/15/2025	Sinclair Television Group, Inc.	1,050.00	Marketing
1016252	10/15/2025	SUPERION, LLC	3,229.93	Training and Travel Costs
1016208	10/8/2025	SUPERIOR WELDING SUPPLY CO	92.65	Shop Supplies- Oxygen
519215	10/15/2025	SUSAN M KELLY	280.00	AFTER SCHOOL BASKETBALL COACH
1016266	10/15/2025	Susan Noonan	280.00	AFTER SCHOOL BASKETBALL COACH
1016209	10/8/2025	TELEGRAPH HERALD	22.78	2026 Housing Trust Fund Application_Public Hearing
1016209	10/8/2025	TELEGRAPH HERALD	212.00	Publication Expenses
1016209	10/8/2025	TELEGRAPH HERALD	775.75	Publication Expenses

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016209	10/8/2025	TELEGRAPH HERALD	264.00	Telegraph Herald Sunday only Subscription
1016209	10/8/2025	TELEGRAPH HERALD	8,275.00	Telegraph Herald September Advertising
519221	10/15/2025	Telos Corporation	203.00	Blanket Purchase Order - Fingerprinting
519184	10/15/2025	THE DUBUQUE ADVERTISER	967.00	Blanket Purchase Order - Marketing
1016238	10/15/2025	THE FISCHER COMPANIES	80.00	Aug 2025 Parking for Human Rights 2 Spots
1016238	10/15/2025	THE FISCHER COMPANIES	80.00	Sept 2025 Parking for Human Rights 2 Spots
1016238	10/15/2025	THE FISCHER COMPANIES	80.00	Oct 2025 Parking for Human Rights 2 Spots
519236	10/15/2025	Thomas J Smith	500.00	130 1/2 W. 23rd St. Apt #2 - TBRA -T. Kolb App 252
519210	10/15/2025	THOMPSON TIRE & RETREAD	25.00	Shop Supplies- Tire MArkers Box
519210	10/15/2025	THOMPSON TIRE & RETREAD	327.87	UNIT#- 3233 Parts
1016229	10/15/2025	THREE RIVERS FS INC	1,382.08	LF BIO #2 DYED
519268	10/15/2025	TIMOTHY AND AMY TRAISCH SMITH	337.50	REIMBURSEMENT FOR SALE OF 852 W 5TH
519269	10/15/2025	TIMOTHY AND AMY TRAUSCH SMITH	157.50	REIMBURSEMENT FROM SALE OF 925 W 5TH
1016228	10/15/2025	TIMOTHY L SPECHT	23,675.00	2415 Jackson 21 Lead and HH Work
1016228	10/15/2025	TIMOTHY L SPECHT	7,000.00	1783 Heeb Street Final Invoice
1016228	10/15/2025	TIMOTHY L SPECHT	32,200.00	767 Nevada Specht Invoice Final
519270	10/15/2025	TOM AND JUNE SWIFT	202.50	RENTAL LICENSE REIMBURSEMENT FOR 955 N BOOTH
519228	10/15/2025	Traffic Logix Corporation	1,000.00	Traffic software to manage shields on Bluff St.
1016271	10/15/2025	Travis Bruns	2,352.00	1902 White St. Apt #3 - TBRA - J. Voshell App #253
1016246	10/15/2025	TRAVIS F SMITH	8,118.50	FY26 Lawn Mowing Services
519201	10/15/2025	TREASURER STATE OF IOWA ILEA	625.00	ILEA Patrol Rifle Course
519201	10/15/2025	TREASURER STATE OF IOWA ILEA	(100.00)	ILEA Patrol Rifle Course
519201	10/15/2025	TREASURER STATE OF IOWA ILEA	(400.00)	ILEA Patrol Rifle Course
519201	10/15/2025	TREASURER STATE OF IOWA ILEA	(100.00)	ILEA Patrol Rifle Course
519208	10/15/2025	TRI STATE QUALITY METALS	75.00	Metal Tags for Labels
519213	10/15/2025	TRISTA M DAVID	280.00	AFTER SCHOOL BASKETBALL COACH
1016214	10/8/2025	TRI-STATE PORTA POTTY INC	1,035.00	PORT A POTTIES SEPT 2025
1016282	10/15/2025	TRI-STATE PORTA POTTY INC	495.00	Rental of units for Landfill and Streets
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	321.54	STOCK - Filters
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	36.97	UNIT #3223 Filter Power Steering
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	28.48	UNIT #540003 Container
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	845.41	Nitrogen Sensors
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	200.09	Panel Skirt
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	436.00	Longstroke Piggyback
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	175.25	Unit #3201 - Clamps & Gaskets
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	175.25	Unit #3201 - Clamps & Gaskets (back order)
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	701.00	Stock Engine
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	4.54	Unit #3411 - POLLEN FILTER
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	892.91	Unit # 2501- Sensor, Nitrogen Oxide
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	877.91	Unit #Gillig Bus Parts
1016210	10/8/2025	TRUCK COUNTRY OF IOWA INC	438.27	Stock- Batteries
1016230	10/15/2025	TSCHIGGFRIE EXCAVATING	73,988.36	Kerper Blvd Lift Station Replacement
519202	10/15/2025	UNION HOERMANN PRESS	159.37	Franchise Fee FY26
519074	10/3/2025	USPS	1,730.00	USPS Caller Service Fee 25-26
1016268	10/15/2025	Vaisala Inc	2,556.80	Runway Sensor Cabling Replacement/Commissioning
1016268	10/15/2025	Vaisala Inc	8,000.00	Runway Sensor Cabling Replacement/Commissioning
1016237	10/15/2025	Vestis Group Inc (f/k/a Aramark)	112.79	Linens, tablecloths, cleaning cloths
519271	10/15/2025	VICKI BECHEN	112.50	RENTAL LICENSE REIMBURSEMENT FOR SALE OF 2805 OAK
1016264	10/15/2025	Vidl Solutions, Inc	3,000.00	CC Goal-Organizational Culture Continuous Improvem
519222	10/15/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
1016232	10/15/2025	WELU PRINTING COMPANY	43.13	FY26 Welu Printing-Business Cards
1016232	10/15/2025	WELU PRINTING COMPANY	34.52	FY26 Welu Printing-Business Cards
1016232	10/15/2025	WELU PRINTING COMPANY	43.13	FY26 Welu Printing-Business Cards
1016232	10/15/2025	WELU PRINTING COMPANY	253.22	3000 #10 window envelopes
1016232	10/15/2025	WELU PRINTING COMPANY	39.10	Business Cards for Phil Grommet
519203	10/15/2025	WESTPHAL & COMPANY, INC	203.50	Building Electrical Services
519216	10/15/2025	WEX HEALTH INC	978.01	FY26 COBRA, Commuter, FSA Admin - September 2025
1016233	10/15/2025	WHKS AND COMPANY	2,672.80	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
1016248	10/15/2025	WORKIVA INC	158,869.52	FY26 Annual Software
			$ 3,543,531.54	

CITY OF DUBUQUE
PERIOD ENDING JULY 31, 2025
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	8,221,917.87
Grants/Contributions	1,910,178.65
Property Taxes	207,225.03
TIF	57,039.85
LOST	1,271,491.01
Hotel/Motel Tax	328,032.68
Utility Franchise Fees	409,320.78
Gaming	45,936.85
Investment Earnings	549,390.00
Gain on Disposal	23,692.50
Miscellaneous	41,416.78
Total	**$ 13,065,642.00**

CITY OF DUBUQUE
PERIOD ENDING JULY 31, 2025
INTERIM REVENUES BY FUND

Fund	Amount
General Fund	5,085,039.30
Special Revenue	1,851,298.90
Debt Service	1,911.31
Capital Projects	646,623.04
Water	1,348,917.44
Sanitary	1,461,390.78
Stormwater	508,185.42
Parking	190,246.48
Refuse	471,981.84
Transit	140,192.23
Internal Service	397,758.24
DMASWA	962,097.02
Total	**$ 13,065,642.00**

***Please note that the financial information presented is preliminary. Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31,2025
INTERIM EXPENDITURES BY FUND

General	1,908,698.51
Special Revenue	664,603.93
Capital Projects	2,015,837.22
Water	525,682.50
Sanitary Sewer	285,900.60
Stormwater	27,807.95
Parking	80,001.31
Refuse	45,921.79
Transit	38,987.22
Internal Service	4,022.52
DMASWA	274,594.90
GRAND TOTAL	**$ 5,872,058.45**

***Please note that the financial information presented is preliminary. Expenditures are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31, 2025
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	9,042,288.15
Grants/Contributions	2,275,716.75
Property Taxes	190,986.52
TIF	57,101.02
LOST	928,923.91
Hotel/Motel Tax	386,028.93
Utility Franchise Fees	419,618.33
Gaming	54,004.46
Investment Earnings	508,094.04
Gain on Disposal	22,500.00
Miscellaneous	4,416,177.49
Total	**$ 18,301,439.60**

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31, 2025
INTERIM REVENUES BY FUND

Fund	Amount
General Fund	4,385,592.90
Special Revenue	1,640,216.50
Debt Service	1,690.54
Capital Projects	569,396.59
Water	2,722,416.78
Sanitary	6,318,839.17
Stormwater	546,224.22
Parking	228,847.39
Refuse	471,075.75
Transit	319,564.61
Internal Service	44,764.87
DMASWA	1,052,810.28
Total	**$ 18,301,439.60**

***Please note that the financial information presented is preliminary. Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30,2025
INTERIM EXPENDITURES BY FUND

General	1,445,347.35
Special Revenue	89,682.81
Capital Projects	1,412,531.43
Water	106,035.73
Sanitary Sewer	695,154.64
Stormwater	274,047.86
Parking	28,777.92
Refuse	3,864.49
Transit	16,891.43
Internal Service	7,306.27
DMASWA	1,278,167.66
GRAND TOTAL	**$ 5,357,807.59**

***Please note that the financial information presented is preliminary. Expenditures are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30, 2025
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	6,908,305.89
Grants/Contributions	3,368,249.33
LOST	1,100,968.65
Hotel/Motel Tax	324,018.54
Utility Franchise Fees	629,064.30
Gaming	52,421.88
Investment Earnings	109,506.02
Gain on Disposal	28,446.01
Miscellaneous	110,056.25
Total	**$ 12,631,036.87**

CITY OF DUBUQUE
PERIOD ENDING SEPTEMBER 30, 2025
INTERIM REVENUES BY FUND

Fund	Amount
General Fund	5,340,936.23
Special Revenue	1,928,769.77
Capital Projects	733,904.93
Water	1,011,777.81
Sanitary	1,133,433.89
Stormwater	534,908.80
Parking	206,648.72
Refuse	354,145.67
Transit	170,928.65
Internal Service	305,878.51
DMASWA	909,703.89
Total	**$ 12,631,036.87**

***Please note that the financial information presented is preliminary. Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

CITY OF DUBUQUE
PERIOD ENDING OCTOBER 31, 2025
INTERIM REVENUES BY TYPE

Revenue Type	Amount
Charge for services	3,899,192.71
Grants/Contributions	959,764.44
Utility Franchise Fees	44,888.48
Gaming	15,023.00
Investment Earnings	2,229.50
Gain on Disposal	17,823.04
Miscellaneous	1,689.14
Total	**$ 4,940,610.31**

CITY OF DUBUQUE
PERIOD ENDING OCTOBER 31, 2025
INTERIM REVENUES BY FUND

Fund	Amount
General Fund	1,061,846.18
Special Revenue	828,749.21
Capital Projects	2,393.72
Water	878,807.71
Sanitary	1,311,087.33
Stormwater	380,894.91
Parking	14,457.20
Refuse	328,824.94
Transit	52,155.83
Internal Service	2,974.42
DMASWA	78,418.86
Total	**$ 4,940,610.31**

***Please note that the financial information presented is preliminary. Revenues are not included until transactions have been reconciled and posted. Final figures will be shared once all data has been validated.**

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October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	Ratification of Approval of a First Amendment to Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority
SUMMARY:	City Manager recommending City Council adopt a resolution ratifying the approval of a First Amendment to Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority (IEDA). **RESOLUTION** Ratifying The Approval Of A First Amendment To The Economic Development Assistance Contract 23-HQJP-011 By And Among McCoy Group, Inc., The City Of Dubuque, Iowa, And The Iowa Economic Development Authority
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Contract 23-HQJP-011 Amendment
4. Resolution of Ratification

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: Ratification of Approval of First Amendment to Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt a resolution ratifying the approval of a First Amendment to Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority (IEDA).

On December 5, 2022, the City Council adopted Resolution 377-22, authorizing the Mayor to execute an application to the IEDA for financial assistance, and directing the City Manager to submit the application to the IEDA with other required documents.

On December 16, 2022, the IEDA approved Economic Development Assistance Contract 23-HQJP-011.

McCoy Group, Inc. has requested an extension of the Project Completion Date, and the IEDA board has approved the request. The attached First Amendment amends the Project Completion and Maintenance Period Completion Dates.

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 Department

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

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 Van Milligen, City Manager

FROM: Jill Connors, Economic Development Director

SUBJECT: **Ratification of Approval of First Amendment to Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority**

DATE: October 3, 2025

INTRODUCTION

This memorandum presents for City Council review and approval a resolution ratifying the approval a First Amendment to Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority (IEDA).

BACKGROUND

The McCoy Group is a private family-owned company started in 1958. McCoy Group, Inc. is the parent company of Foodliner (Food grade bulk hauler), Quest Liner (Non-Food grade bulk hauler), Truck Country (Freightliner and Western Star Truck Dealerships) and McCoy Construction & Forestry (John Deere Construction & Forestry Dealerships). Customer base is nationwide and in Mexico. Their customer base includes, ADM, Ingredion, Cargill, KMG, General Mills, Walmart, Heartland Express, CRST, Dow, Coca-Cola, Pepsi, United States Air Force to name a few.

McCoy Group, Inc. employs 3,833 people nationwide (including parent company, subsidiaries, and other affiliated entities), with 351 of those jobs located in Dubuque.

DISCUSSION

On December 5, 2022, the City Council adopted Resolution 377-22, authorizing the Mayor to execute an application to the IEDA for financial assistance, and directing the City Manager to submit the application to the IEDA with other required documents.

On December 16, 2022, the IEDA approved Economic Development Assistance Contract 23-HQJP-011.

McCoy Group, Inc. has requested an extension of the Project Completion Date, and the IEDA board has approved the request. The attached First Amendment amends the Project Completion and Maintenance Period Completion Dates.

The Iowa Economic Development Authority requested City approval of the First Amendment to Economic Development Assistance Contract 23-HQJP-011 on September 28, 2025 for the extension of the Project Completion Date. The Mayor signed the First Amendment and seeks ratification of said approval from the City Council.

RECOMMENDATION

I recommend the City Council adopt the attached resolution ratifying the approval of the First Amendment to Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the IEDA.

CONTRACT AMENDMENT

RECIPIENT: **McCoy Group, Inc.**
CONTRACT NUMBER: **23-HQJP-011**
AMENDMENT NUMBER: **One**
APPROVAL DATE: **September 19, 2025**

THIS CONTRACT AMENDMENT is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY** (hereafter "**IEDA"**), 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315, an agency of the State of Iowa, **McCoy Group** ("**Recipient**"),2099 Southpark Ct., Dubuque, IA 52003 and the **City of Dubuque ("Community")** 50 W 13th St. Dubuque, IA 52001.

WHEREAS, the **Recipient** has requested an extension of the Project Completion Date.

WHEREAS, the **IEDA BOARD** approved the request, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

1. **REVISION OF JOB OBLIGATIONS (EXHIBIT D).** Exhibit D is hereby amended to reflect the amended Project Completion and Maintenance Period Completion Dates. Details of the changes are reflected in the attached revised Exhibit D which is hereby incorporated by this reference and made part of this Contract Amendment.

Except as otherwise revised herein, the terms, provisions, and conditions of Contract Number **23-HQJP-011** and related exhibits shall remain unchanged and are in full force and effect.

FOR RECIPIENT:

mike birkett
mike birkett (Sep 23, 2025 15:36:27 CDT)
SIGNATURE

mike birkett
PRINT/TYPE NAME, TITLE

09/23/2025
Date

FOR IEDA:

Debi Durham (Sep 29, 2025 07:00:41 CDT)
Debi Durham, Director

09/29/2025
Date

FOR THE COMMUNITY:

Brad Cavanagh (Sep 28, 2025 20:01:18 CDT)
SIGNATURE

Brad Cavanagh
PRINT/TYPE NAME, TITLE

09/28/2025
Date

EXHIBIT D – JOB OBLIGATIONS
Amended September 2025

Recipient: McCoy Group, Inc.
Community: City of Dubuque
Contract Number: 23-HQJP-011

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the "Employment Base" column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the "Total Job Obligations" column.

HQJP JOB OBLIGATIONS Project Completion Date: December 31, ~~2025~~ 2026 Maintenance Period Completion Date: December 31, ~~2027~~ 2028	**Employment Base**	**Jobs To Be Created**	**Total Job Obligations**
Total employment at project location	254	18	272
Average wage of total employment at project location	$35.31		
Qualifying Laborshed Wage threshold requirement (per hr)	$26.56 (120%)		
Number of jobs at or above qualifying wage	130	12	142
Average Wage of jobs at or above qualifying wage	$48.49		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.

2. Employment Base includes 0 "Retained Jobs".

   If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2.) If the box is not checked or if no alternative schedule is provided, IEDA will consider "*Full-time Equivalent (FTE) Job"* to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.
   ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of $1,700 for single coverage or $3,750 for family coverage.

Prepared by: Crenna M. Brumwell, 300 Main Street Suite 330, Dubuque IA 52001 563 583-4381

RESOLUTION NO. _____ - 25

RATIFYING THE APPROVAL OF A FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT 23-HQJP-011 BY AND AMONG MCCOY GROUP, INC., THE CITY OF DUBUQUE, IOWA, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, approvals for agreements are set by outside entities and outside the control of the City; and

WHEREAS, the deadlines set by outside entities do not always coincide with the meetings of the City Council; and

WHEREAS, the Iowa Economic Development Authority requested approval of the First Amendment to Economic Development Assistance Contract 23-HQJP-011 on September 28, 2025 for the extension of the Project Completion Date; and

WHEREAS, the Mayor signed the First Amendment and seeks ratification of said approval from the City Council.

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

Section 1. The approval of a First Amendment to the Economic Development Assistance Contract 23-HQJP-011 By and Among McCoy Group, Inc., the City of Dubuque, Iowa, and the Iowa Economic Development Authority is hereby ratified.

Passed, approved and adopted this 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	Ratification of Approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority
SUMMARY:	City Manager recommending City Council adopt the attached resolution, ratifying the approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority (IEDA). **RESOLUTION** Ratifying The Approval Of A First Amendment To The Economic Development Assistance Contract 22-HQJP-018 By And Among Hormel Foods Corporation And Progressive Processing, LLC, The City Of Dubuque, Iowa, And The Iowa Economic Development Authority
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. 1st Amendment
4. Resolution of Ratification

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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: Ratification of Approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution, ratifying the approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority (IEDA).

On June 6, 2022, the City Council adopted Resolution 210-22, authorizing the Mayor to execute an application to the IEDA for financial assistance, and directing the City Manager to submit the application to the IEDA with other required documents.

On June 14, 2022, the IEDA approved Economic Development Assistance Contract 22-HQJP-018.

Hormel Foods Corporation and Progressive Processing, LLC have requested an extension of the Project Completion Date, and the IEDA board has approved the request. The attached First Amendment amends the Project Completion and Maintenance Period Completion Dates.

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

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Dubuque All-America City 2007 • 2012 • 2013

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 Van Milligen, City Manager

FROM: Jill Connors, Economic Development Director

SUBJECT: **Ratification of Approval of First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority**

DATE: October 13, 2025

INTRODUCTION

This memorandum presents for City Council review and approval a resolution ratifying the approval a First Amendment to Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority (IEDA).

BACKGROUND

Progressive Processing, LLC, located in Dubuque, Iowa, is a wholly owned subsidiary of Hormel Foods Corporation. The plant officially opened on January 25, 2010 when it produced its first run of Hormel® Compleats® microwave meals. Along with microwave meals, the plant also runs a line of canned chunk chicken, and after an expansion in 2015, the plant now also produces SPAM® and Bacon Bits.

In 2019, Hormel Foods Corporation and Progressive Processing, LLC expanded the Dubuque Progressive Processing facility to add capacity in SPAM® production. The company invested approximately $13 million in remodeling and machinery/equipment. The company created 58 new jobs with this expansion, 14 of which qualified for the IEDA High Quality Jobs Incentive Program.

DISCUSSION

On June 6, 2022, the City Council adopted Resolution 210-22, authorizing the Mayor to execute an application to the IEDA for financial assistance, and directing the City Manager to submit the application to the IEDA with other required documents.

On June 14, 2022, the IEDA approved Economic Development Assistance Contract 22-HQJP-018.

Hormel Foods Corporation and Progressive Processing, LLC have requested an extension of the Project Completion Date, and the IEDA board has approved the request. The attached First Amendment amends the Project Completion and Maintenance Period Completion Dates.

The Iowa Economic Development Authority requested City approval of the First Amendment to Economic Development Assistance Contract 22-HQJP-018 on October 2, 2025 for the extension of the Project Completion Date. The Mayor signed the First Amendment and seeks ratification of said approval from the City Council.

RECOMMENDATION

I recommend the City Council adopt the attached resolution, ratifying the approval of the First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the IEDA.

CONTRACT AMENDMENT

RECIPIENT: **Hormel Foods Corporation and Progressive Processing, LLC**
CONTRACT NUMBER: **22-HQJP-018**
AMENDMENT NUMBER: **One**
APPROVAL DATE: **September 19, 2025**

THIS CONTRACT AMENDMENT is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY** (hereafter "**IEDA"**), 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315, an agency of the State of Iowa, **Hormel Foods Corporation and Progressive Processing, LLC** ("**Recipient**"), 1 Hormel Place, Austin, MN 55912 and the **City of Dubuque ("Community")** 50 West 13th Street, Dubuque, IA 52001.

WHEREAS, the **Recipient** has requested an extension of the Project Completion Date.

WHEREAS, the **IEDA BOARD** approved the request, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

1. **REVISION OF JOB OBLIGATIONS (EXHIBIT D).** Exhibit D is hereby amended to reflect the amended Project Completion and Maintenance Period Completion Dates. Details of the changes are reflected in the attached revised Exhibit D which is hereby incorporated by this reference and made part of this Contract Amendment.

Except as otherwise revised herein, the terms, provisions, and conditions of Contract Number **22-HQJP-018** and related exhibits shall remain unchanged and are in full force and effect.

FOR RECIPIENT:

Jim Fleming
Jim Fleming (Oct 1, 2025 09:27:14 CDT)
SIGNATURE

Jim Fleming
PRINT/TYPE NAME, TITLE

10/01/2025
Date

FOR IEDA:

Debi Durham (Oct 2, 2025 12:02:01 CDT)
Debi Durham, Director

10/02/2025
Date

FOR THE COMMUNITY:

Brad Cavanagh
Brad Cavanagh (Oct 2, 2025 11:37:10 CDT)
SIGNATURE

Brad Cavanagh
PRINT/TYPE NAME, TITLE

Date

EXHIBIT D – JOB OBLIGATIONS
Amended 9/19/2025

Recipient: Hormel Foods Corporation and Progressive Processing, LLC
Community: City of Dubuque
Contract Number: 22-HQJP-018

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the "Employment Base" column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the "Total Job Obligations" column.

HQJP JOB OBLIGATIONS Project Completion Date: January 31, ~~2025~~ 2026 Maintenance Period Completion Date: January 31, ~~2027~~ 2028	**Employment Base**	**Jobs To Be Created**	**Total Job Obligations**
Total employment at project location	428	38	466
Average wage of total employment at project location	$25.04		
Qualifying Laborshed Wage threshold requirement (per hr)	$21.13		
Number of jobs at or above qualifying wage	168	38	206
Average Wage of jobs at or above qualifying wage	$33.44		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.

2. Employment Base includes 0 "Retained Jobs".

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider "*Full-time Equivalent (FTE) Job"* to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of $1,700 for single coverage or $3,750 for family coverage.

Prepared by: Crenna M. Brumwell, 300 Main Street Suite 330, Dubuque IA 52001 563 583-4381

RESOLUTION NO. _____ - 25

RATIFYING THE APPROVAL OF A FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT 22-HQJP-018 BY AND AMONG HORMEL FOODS CORPORATION AND PROGRESSIVE PROCESSING, LLC, THE CITY OF DUBUQUE, IOWA, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, approvals for agreements are set by outside entities and outside the control of the City; and

WHEREAS, the deadlines set by outside entities do not always coincide with the meetings of the City Council; and

WHEREAS, the Iowa Economic Development Authority requested approval of the First Amendment to Economic Development Assistance Contract 22-HQJP-018 on October 1, 2025 for the extension of the Project Completion Date; and

WHEREAS, the Mayor signed the First Amendment and seeks ratification of said approval from the City Council.

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

Section 1. The approval of a First Amendment to the Economic Development Assistance Contract 22-HQJP-018 By and Among Hormel Foods Corporation and Progressive Processing, LLC., the City of Dubuque, Iowa, and the Iowa Economic Development Authority is hereby ratified.

Passed, approved and adopted this 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	Final Plat of Rosalynn Carter Place
SUMMARY:	Zoning Advisory Commission recommending City Council approve the Final Plat of Rosalynn Carter Place subject to waiving the lot frontage requirement for Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, and Lot 10. **RESOLUTION** Approving The Final Plat Of Rosalynn Carter Place, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. ZAC Ltr to CC
2. Application
3. Vicinity Map
4. Final Plat of Rosalynn Carter Place
5. Staff Memo
6. Resolution

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

October 7, 2025

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

Applicant: Eric Dregne – next level
Location: Wood Street (PIN 1023407028 and 1023407029)
Description: To approve the Final Plat of Rosalynn Carter Place

Dear Mayor and City Council Members:

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

Discussion

Hilary Dalton, Habitat for Humanity Executive Director, spoke on behalf of Habitat for Humanity. She noted the goal is to create individual properties along the private drive. She said they are requesting that the private drive be named Rosalynn Carter Place in honor of the Carters' dedication to Habitat for Humanity.

Staff detailed the staff report, noting that a rezoning of the property had previously been reviewed/approved by the Commission. Staff explained that the proposed plat of survey would allow lots/homes to be sold to individual property owners and that the private drive, stormwater detention, and other common areas on the site would be managed by a homeowner's association. Staff stated that Lots 1 through 10 require a waiver of street frontage requirements since they will have frontage on a private drive but not a private or public street as is required by code. Staff noted that the conceptual plan in the previously approved PUD ordinance will be updated at a future meeting to incorporate bulk regulations, such as lot coverage and setbacks, resulting from the proposed subdivision plat.

The Commission discussed the request and sought clarification as to how Lots 11 through 14 would be accessed. Staff stated that lots 11 through 14 are steeply sloping along Wood Street and so vehicular access for those lots would be from the private drive. Staff noted those lots have frontage along Wood Street and therefore do not require a waiver of street frontage.

The Commission questioned whether the subdivision plat has been reviewed by the Development Review Team (DRT). Staff stated that it had been reviewed by the DRT as

a conceptual plan prior to the rezoning and that the proposed subdivision plat has also been reviewed by the team.

The Commission questioned whether the adjacent property owner of "Lot 12" (1840 Wood Street) has been a participant during the property review/development. Staff explained that the property owner was notified, as is required by code, when the rezoning was requested; however, the subdivision plat does not require public notification.

There were no public comments.

The Zoning Advisory Commission discussed the request and found it appropriate.

Recommendation

By a vote of 6 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Rosalynn Carter Place subject to waiving the lot frontage requirement for Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, and Lot 10.

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

Respectfully submitted,

Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments
cc: Eric Dregne – next level, 8618 Fisher Road, Hanover IL 61041
Hilary Dalton – Habitat for Humanity of Dubuque/Jackson County, 900 Jackson Street, Dubuque, IA 52001

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RECEIVED
SEP 15 2025
CITY OF DUBUQUE
PLANNING SERVICES DEPARTMENT

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

APPLICATION FORM

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

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

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

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

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

A. Property Information

Site Location/Address: Wood Street

Legal Description/Parcel ID#/Subdivision: 1023407028 and 1023407029

Existing Zoning: PR Proposed Zoning: PR Site Area (square feet/acres): 2 lots totaling 3.07 acres

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

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

Final Plat of Rosalynn Place

C. Applicant/Agent Information

Name: next level / Eric Dregne Phone: 815-281-0061

Address: 8618 Fisher Rd City: Hanover

State: IL Zip: 61041 Email: eric@partnersforbidideas.com

D. Property Owner(s) Information

Name(s): Habitat for Humanity of Dubuque/Jackson County Phone: 563-556-2195

Address: 900 Jackson St. Suite LL5-2E City: Dubuque

State: IA Zip: 52001 Email: HDalton@HabitatDJC.org

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: 9/15/2025

Property Owner(s): _____ Date: 9/15/2025

FOR OFFICE USE ONLY

Fee $ 760 Ck# 5826 ☐CC ☐Cash Received by _____ Date 9/15/25

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Vicinity Map

Applicant: Eric Dregne, Next Level, LLC

Location: Wood Street, PIN 1023407028 and 1023407029

Type: Minor Subdivision

Description: Final Plat of Rosalynn Carter Place

Subject Property

City Limits

0 75 150 300
Feet

N

1:2,000

Final Plat of:
ROSALYNN CARTER PLACE,
in the City of Dubuque, Iowa

INDEX LEGEND

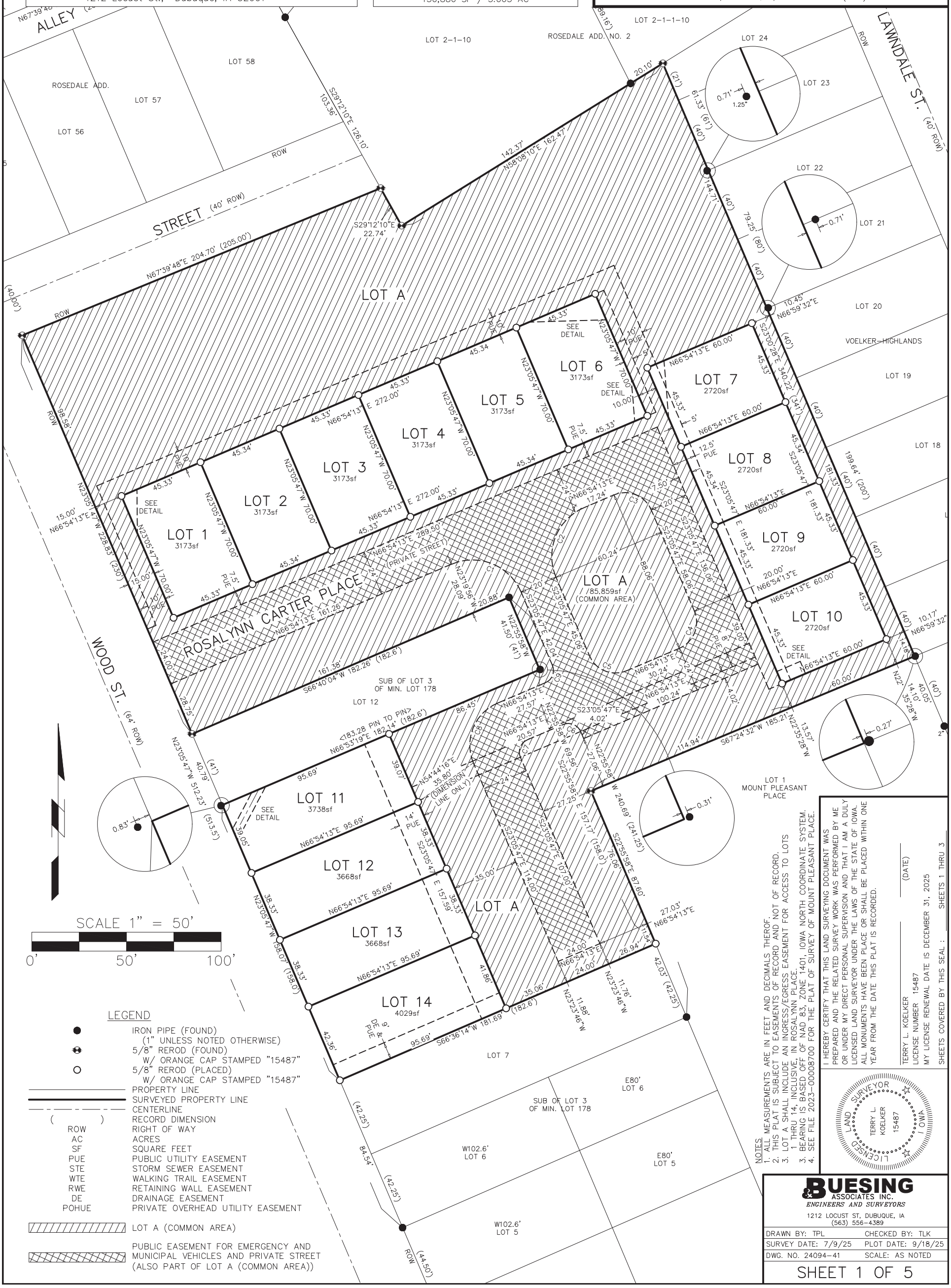
Location: SE1/4 of Sec. 23, T89N, R2E (Dubuque TWP), of the 5th P.M., Dubuque County, Iowa
Requestor: Dubuque & Jackson County Habitat for Humanity
Proprietor: Dubuque & Jackson County Habitat for Humanity
900 Jackson St., Suite LL5–2E, Dubuque, IA 52001
Surveyor: Terry L. Koelker – tlkoelker@buesing.com
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001 (563) 556–4389
Return To: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001

THIS SURVEY IS COMPRISED OF:
LOT 2 OF MOUNT PLEASANT PLACE,
AND LOTS 8, 9, 10, & 11 OF
THE SUB. OF LOT 3 OF MIN. LOT 178,
ALL IN THE CITY OF DUBUQUE, IOWA.

SURVEYED PERIMETER
TOTAL AREA
130,880 SF / 3.005 AC

PRELIMINARY
NOT FOR CONSTRUCTION

PREPARED BY: TERRY KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA 52001 (563) 556–4389



LEGEND

●	IRON PIPE (FOUND) (1" UNLESS NOTED OTHERWISE)
⊗	5/8" REROD (FOUND) W/ ORANGE CAP STAMPED "15487"
○	5/8" REROD (PLACED) W/ ORANGE CAP STAMPED "15487"
———	PROPERTY LINE
———	SURVEYED PROPERTY LINE
— — —	CENTERLINE
( )	RECORD DIMENSION
ROW	RIGHT OF WAY
AC	ACRES
SF	SQUARE FEET
PUE	PUBLIC UTILITY EASEMENT
STE	STORM SEWER EASEMENT
WTE	WALKING TRAIL EASEMENT
RWE	RETAINING WALL EASEMENT
DE	DRAINAGE EASEMENT
POHUE	PRIVATE OVERHEAD UTILITY EASEMENT
▨	LOT A (COMMON AREA)
▨	PUBLIC EASEMENT FOR EMERGENCY AND MUNICIPAL VEHICLES AND PRIVATE STREET (ALSO PART OF LOT A (COMMON AREA))

NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEROF.
2. THIS PLAT IS SUBJECT TO EASEMENTS OF RECORD AND NOT OF RECORD.
3. LOT A SHALL INCLUDE AN INGRESS/EGRESS EASEMENT FOR ACCESS TO LOTS 1 THRU 14, INCLUSIVE, IN ROSALYNN PLACE.
3. BEARING IS BASED OFF OF NAD 83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.
4. SEE FILE 2023–00008700 FOR THE PLAT OF SURVEY OF MOUNT PLEASANT PLACE.

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. ALL MONUMENTS HAVE BEEN PLACE OR SHALL BE PLACED WITHIN ONE YEAR FROM THE DATE THIS PLAT IS RECORDED.

TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
SHEETS COVERED BY THIS SEAL: SHEETS 1 THRU 3

LAND SURVEYOR · TERRY L. KOELKER · 15487 · LICENSED · IOWA

BUESING ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556–4389

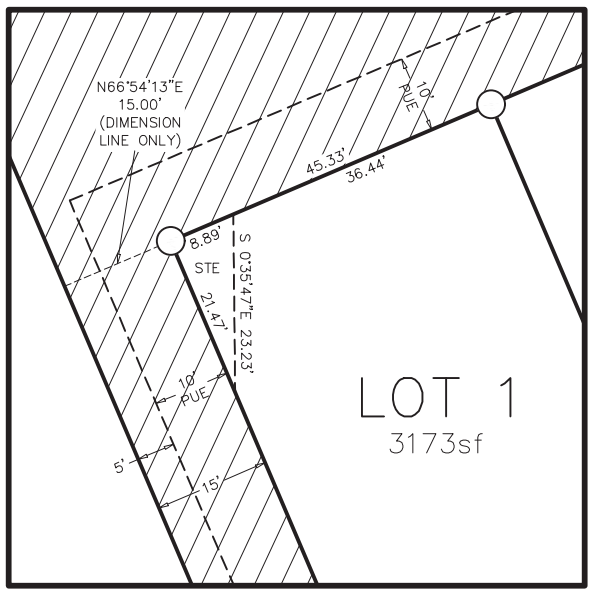
DRAWN BY: TPL	CHECKED BY: TLK
SURVEY DATE: 7/9/25	PLOT DATE: 9/18/25
DWG. NO. 24094–41	SCALE: AS NOTED

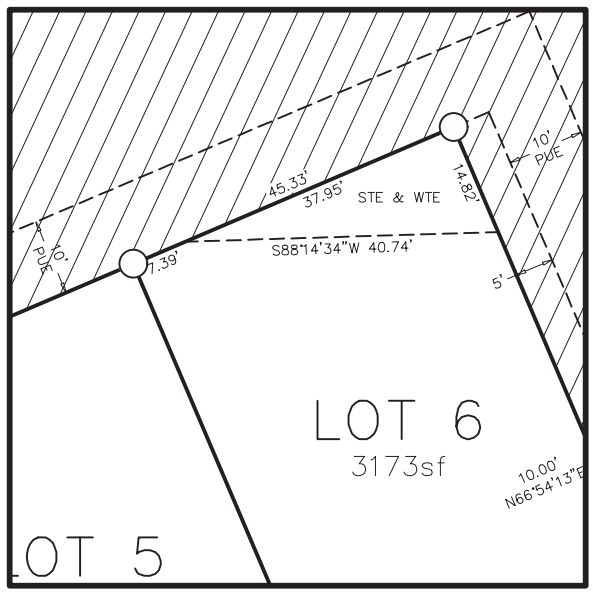
SHEET 1 OF 5

Final Plat of:

ROSALYNN CARTER PLACE,

in the City of Dubuque, Iowa





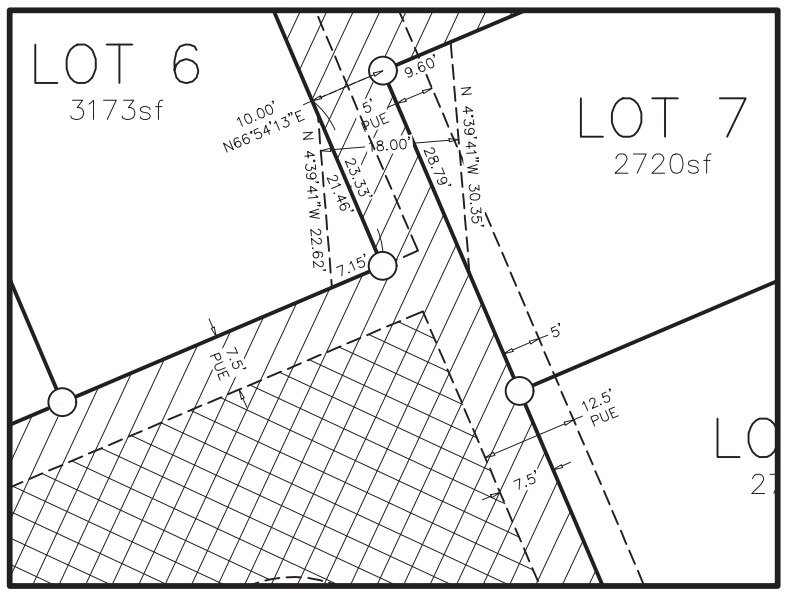
DETAILS

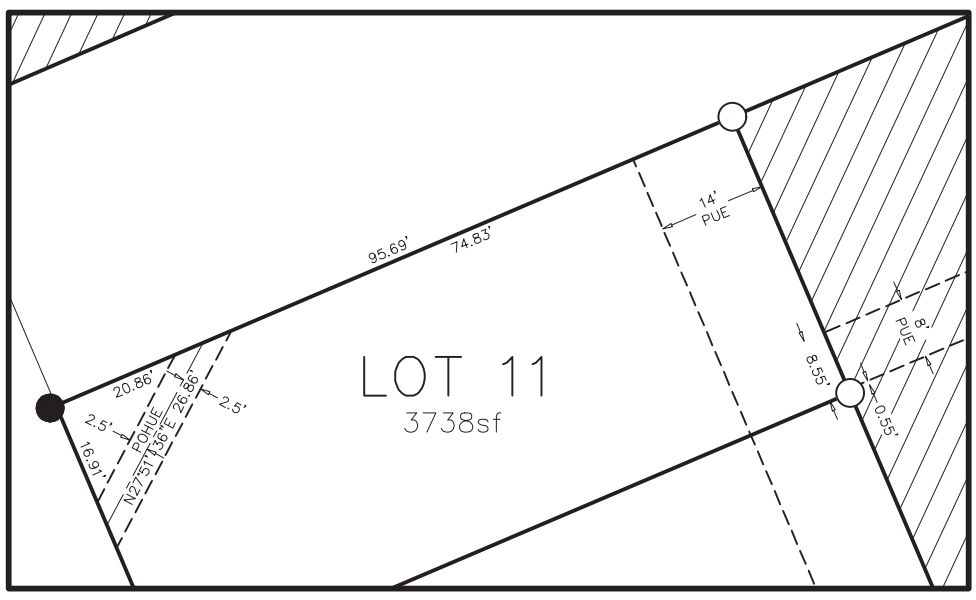
CURVE DATA

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH	DELTA
C1	S68°05'47"E	39.60'	28.00'	43.98'	90°00'00"
C2	N21°54'13"E	39.60'	28.00'	43.98'	90°00'00"
C3	S68°05'47"E	21.21'	15.00'	23.56'	90°00'00"
C4	S21°54'13"W	21.21'	15.00'	23.56'	90°00'00"
C5	S68°05'47"E	21.21'	15.00'	23.56'	90°00'00"
C6	S68°05'47"E	9.90'	7.00'	11.00'	90°00'00"
C7	S21°54'13"W	9.90'	7.00'	11.00'	90°00'00"
C8	N21°54'13"E	33.94'	24.00'	37.70'	90°00'00"
C9	N21°54'13"E	9.90'	7.00'	11.00'	90°00'00"

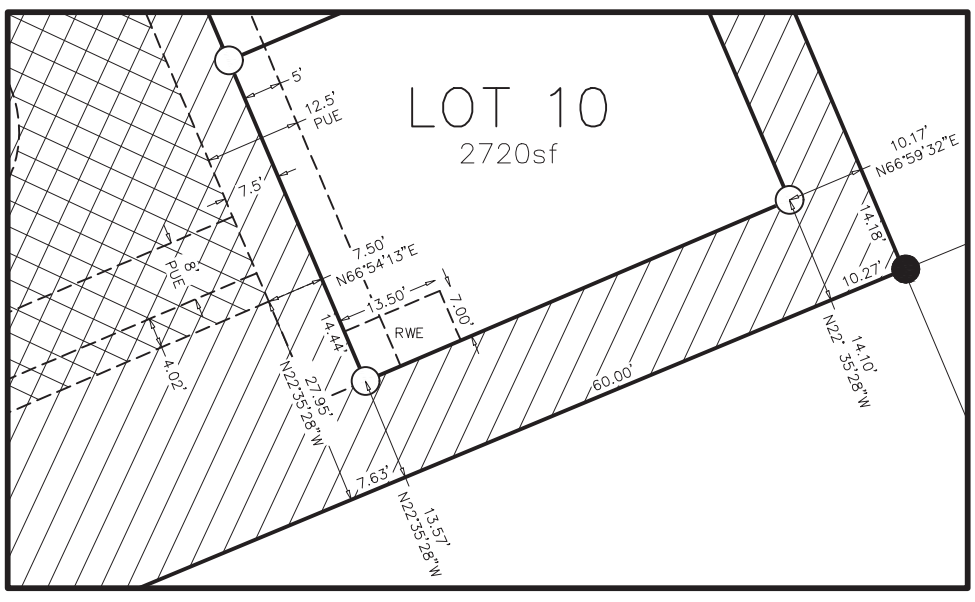
SCALE 1" = 25'

0' 25' 50'





PRELIMINARY
NOT FOR CONSTRUCTION



BUESING ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST, DUBUQUE, IA
(563) 556-4389

DRAWN BY: TPL	CHECKED BY: TLK
SURVEY DATE: 7/9/25	PLOT DATE: 9/18/25
DWG. NO. 24094-41	SCALE: AS NOTED

SHEET 2 OF 5

Surveyor's Certificate

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

Lot 2 of Mount Pleasant Place, and Lots 8, 9, 10, & 11 of the Sub. of Lot 3 of Mineral Lot 178, all in the City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **ROSALYNN CARTER PLACE**, in the City of Dubuque, Iowa. The Total area of **ROSALYNN CARTER PLACE** is 130,880 sf / 3.005 ac. All Lot areas are more or less and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments have been placed or shall be placed within one year from the date this plat is recorded.

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

BY:_____ _____

Terry L. Koelker — Date
Licensed Land Surveyor
License No. 15487 — License Renewal Date: 12/31/25

Owner's Consent

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **ROSALYNN CARTER PLACE**, in the City of Dubuque, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. We hereby dedicate all public easements, as stated and as shown, to the public. We hereby reserve all other easements.

Dubuque & Jackson County
Habitat for Humanity, Inc.

_____
Hilary Dalton, Executive Director

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____ , AD 2025, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Hilary Dalton, to me personally known, who, being duly sworn did say that she is the Executive Director of Dubuque & Jackson County Habitat for Humanity, Inc, and the above instrument was on behalf of said corporation, by authority of its Board of Directors, and that said Hilary Dalton, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

_____
Notary Public in and for the State of Iowa
My Commission Expires_____

Attorney's Certificate

Dubuque, Iowa _____, 2025

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering Lot 2 of Mount Pleasant Place, and Lots 8, 9, 10, & 11 of the Sub. of Lot 3 of Mineral Lot 178, all in the City of Dubuque, Iowa, according to plats thereof covering the period from government entry to _____ _____ certified on that date by _____ _____ and find that said abstract shows good and merchantable title to said real estate in _____ free and clear of all liens and encumbrances and shows taxes paid including taxes for the year _____.

_____
Attorney-at-Law

County Treasurer's Certificate

Dubuque, Iowa _____, 2025

I, the undersigned, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against Lot 2 of Mount Pleasant Place, and Lots 8, 9, 10, & 11 of the Sub. of Lot 3 of Mineral Lot 178, all in the City of Dubuque, Iowa**,** have been paid and said real estate is free from taxes as of this date.

_____
Treasurer of Dubuque County, Iowa

City of Dubuque Zoning Advisory Commision

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **ROSALYNN CARTER PLACE**, in the City of Dubuque, Iowa, is hereby approved by the City of Dubuque Zoning Advisory Commission, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

Zoning Advisory Commission

By:_____
Chairperson

City of Dubuque, Iowa

Dubuque, Iowa _____, 2025

The undersigned, Brad M. Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **ROSALYNN CARTER PLACE**, in the City of Dubuque, Iowa, and the dedication of all public easements, as stated and as shown, to the public, as appears heretofore has been filed on _____ day of _____, 2025 as resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa, approves said plat.

_____
Mayor of the City of Dubuque, IA

_____
Clerk of the City of Dubuque, IA

City Assessor's Certificate

Dubuque, Iowa _____, 2025

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

_____
City Assessor of the City of Dubuque, IA

County Auditor

Dubuque, Iowa _____, 2025

The foregoing Final Plat of: **ROSALYNN CARTER PLACE**, in the City of Dubuque, Iowa, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2025.

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

_____
Dubuque County Auditor

Recorder's Certificate

Dubuque, Iowa _____, 2025

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

_____
Dubuque County Recorder

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 25, 2025

SUBJECT: Final Plat of Rosalynn Carter Place

INTRODUCTION

The Final Plat of Rosalynn Carter Place is located on the east side of Wood Street just south of Rosedale Avenue. The property is being subdivided to create individual lots for single-family residential development and to create a private drive.

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

DISCUSSION

The Final Plat of Rosalynn Carter Place proposed to subdivide two (2) existing lots into a total of fifteen (15) lots. The following is a description of the proposed lots:

- Lots 1 through 14 would contain fourteen (14) single-family residential homes. These lots are shown in green on the image below.
- Lot A would contain the remainder of the common area that will be managed by a homeowner's association. This lot includes open space, stormwater detention, garage structures, and a private drive named Rosalynn Carter Place. This lot is shown in blue on the image below.

Lots 1 through 10 would not have frontage on a public or private street but would be accessible from Wood Street via a private drive titled Rosalynn Carter Place. These lots are outlined in red on the image below.

See colored plat image on the following page.

[1] UDC Chapter 16-11-6 defines a Minor Subdivision as "Any subdivision or consolidation of property in which no new streets, public or private, are proposed and which does not require the construction of any public improvements, and which creates three (3) or more lots."

Pursuant to the Unified Development Code (UDC) Chapter 11-14, a single-family residential lot must have frontage on a public or private street. Lots 1 through 10 will not have frontage on a public or private street but rather have frontage on a private drive. Therefore, the applicant is requesting a waiver of the requirement for frontage on a public or private street for Lots 1 through 10.

The UDC categorizes the proposed plat as a Minor Subdivision. Pursuant to UDC Chapter 11-14, the Zoning Advisory Commission and City Council are the reviewing authorities for Minor Subdivisions and for subdivisions which require a waiver of bulk regulations. The Zoning Advisory Commission shall review the plat to determine whether it is in substantial conformance with the Unified Development Code.

RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Final Plat of Rosalynn Carter Place and recommends approval of the subdivision plat subject to waiving the requirement for frontage on a public or private street for Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9 and Lot 10.

Attachments

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

RESOLUTION NO. - 25

A RESOLUTION APPROVING THE FINAL PLAT OF ROSALYNN CARTER PLACE, IN THE CITY OF DUBUQUE, IOWA.

Whereas, there has been filed with the City Clerk a Final Plat of Rosalynn Carter Place in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage on a private or public street for Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9 and Lot 10 of the Final Plat of Rosalynn Carter Place.

Section 2. That the Final Plat of Rosalynn Carter Place, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 8.

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

ATTACHMENTS:

1. MVM Memo
2. Council_Memo_October 2025
3. Grass, Weed and Garbage Resolution October 2025
4. Grass, Weed and Garbage notice - October 2025
5. Assessments Grass-Weeds-Garbage 10-25

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: Grass and weed cutting and garbage collection assessments

DATE: October 15, 2025

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

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandra Fowler, Interim Housing & Community Development Director
Tami Ernster, Permit Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007·2012 2013·2017

EQUAL HOUSING OPPORTUNITY

Housing and Community Development
350 W. 6th Street, Suite 312
Dubuque, IA 52001
Office (563) 589-4231

TO: Michael C Van Milligen, City Manager

FROM: Sandra Fowler, Housing and Community Development Director

DATE: October 9, 2025

SUBJECT: Grass and weed cutting and garbage collection assessments

INTRODUCTION

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

INTRODUCTION

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

RECOMMENDATION

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

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

RESOLUTION NO._____-25

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

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

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

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

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

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

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

Passed, approved and adopted this 20th day of October, 2025.

_____
Brad M Cavanagh
Mayor

Attest:

_____
Adrienne N. Breitfelder
City Clerk

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

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

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

As of August 31, 2025, the costs for a nuisance that are “palpably and indisputably such,” such as delinquent grass and weed cutting and garbage collection charges, shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as, general property taxes.

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

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

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

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

Adrienne N. Breitfelder
City Clerk

Grass/Weed/Garbage Assessments

Location		Owner	Parcel #	AMOUNT	CATEGORY
2054 JACKSON	S 30'-N 60'-LOT 46 L H LANGWORTHY'S ADD	Unique Touch LLC 2054 Jackson St Dubuque IA 52001	1024214003	$199.00	garbage
2396 UNIVERSITY	NW 95' LOT 19 FINLEY WAPLES & BURTONS ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1026108001	$199.00	garbage
2416 STAFFORD	LOT 35 A STINES SUB	Mav Investments LLC 5461 Meadow CT Dubuque IA 52002	1013434005	$270.00	garbage
1669 MAIN	N 5.2' OF M 1/5 & NM 1/5 & S 1.2' OF N1/5 OF CITY LOT 472	Swalve, Dale W & Charlene M 3424 W Florence Shannon IL 61078	1024330015	$277.00	garbage
2270 FRANCIS	N 1/2 OF LOT 13 TIVOLI ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024129004	$133.00	garbage
2201 WASHINGTON	LOT 2-S 43'-LOT 83 L H LANGWORTHYS ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024203017	$257.00	garbage
581 W LOCUST	LOT 18 COX'S ADD	L Rockdale Investments LLC 9861 Oregon St Dubuque IA 52003	1024177026	$147.00	garbage
1669 MAIN	N 5.2' OF M 1/5 & NM 1/5 & S 1.2' OF N1/5 OF CITY LOT 472	Swalve, Dale W & Charlene M 3424 W Florence Shannon IL 61078	1024330015	$399.00	garbage
3599 CRESCENT	LOT 4 VOSBERGS CENTER GROVE SUB	Rettenmaier, Randi J & Janet M 3599 Crescent CT Dubuque IA 52003	1028453010	$484.00	garbage
1428 IOWA	S 26.38' OF SM 1/5 & N 8.21' OF S 1/5 CITY LOTS 455	River Walk Properties LLC 3500 Dodge St, Suite 205 Pmb 311 Dubuque IA 52003	1024407004	$264.00	garbage
176 ALPINE	LOT 5 & N 10' LOT 6 JULIA L LANGWORTHY'S ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1025159002	$231.00	garbage

1276 JACKSON	N 1/2 LOT 58 EAST DUBUQUE ADD	Mullady, Betty Ann A/K/A Elizabeth A 1276 Jackson St Dubuque IA 52001	1024435005	$604.00	garbage
2401 WINDSOR	LOT 1 OF THE SUB OF LOTS 1 & 2-2; AND LOT 1-2 BOTH IN WINDSOR AVE SUB	Jk Investments LLC 9120 Long Tail Ln Dubuque IA 52003	1013453029	$191.00	garbage
632 W 8TH	LOT 25 ROGERS SUB	Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025	1025133009	$297.00	garbage
682 UNIVERSITY	LOT 2-1-10 & LOT 1-1-1-1-11 KELLYS SUB	Healey, Joseph 2586 Crissy Dr Dubuque IA 52001	1025129018	$128.00	garbage
2830 CENTRAL	LOT 1 OF SUB N 1/2-W 170' OF LOT 291 DAVIS FARM	Maus, Neva M 2830 Central Ave Dubuque IA 52001	1013156025	$231.00	garbage
2753 BROADWAY	LOT 34 SOUTH PARK HILL	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1013304004	$257.00	garbage
2073 JACKSON	LOT 3 & LOT 2-2 OF E 1/2-LOTS 42 & 43 L H LANGWORTHY'S ADD	Stollfuss, Allison M 2073 Jackson St Dubuque IA 52001	1024213010	$165.00	grass/weeds
2611 CENTRAL AVE	LOT 1-1-244 DAVIS FARM ADD	Meizler, Kimberly R 22826 Glenmoor Heights Farmington Hills MI 48336	1013314017	$95.00	grass/weeds
2201 DEL MONACO	LOT 18 BLK 11 WESTCHESTER	Swart, Antonio J 2201 Delmonaco Dr Dubuque IA 52002	1021230028	$165.00	grass/weeds
1806 GLENDALE	LOT 12 BLK 1 GLENN CARRIS SUB	Gatena, Alfred M & Judith A 1806 Glendale CT Dubuque IA 52001	1022477008	$95.00	grass/weeds
1906 ELLIS	N 1/2 OF LOT 44 COXS ADD	Jasro LLC 1560 Langenbery Ave Iowa City IA 52240	1024180012	$165.00	grass/weeds
1225 N BOOTH	LOT 2-1 TRENKS BOOTH ST PL	Fries, Thomas A 1225 N Booth St Dubuque IA 52001	1023483017	$165.00	grass/weeds
668 W 8TH	W 61' - EM 1/4 - LOT 43 KELLYS SUB	White Pickett Fences LLC 15192 Wood Wind CT Peosta IA 52068	1025133003	$165.00	grass/weeds

1590 N GRANDVIEW	LOT 60 WOODLAWN PARK	Tk Properties LLC 8911 Taylor Rd Janesville IA 50647	1023459001	$235.00	grass/weeds
2541 CENTRAL	LOT 1-239 DAVIS FARM ADD & LOT 1-1-5 KIENE & ALTMAN'S SUB	Nightingale LLC 1020 12th Ave SE Dyersville IA 52040	1013314027	$165.00	grass/weeds
90 NEVADA ST	S 50' OF LOT 10 MURPHYS SUB	Eulberg, Sally J 90 Nevada St Dubuque IA 52001	1026428001	$235.00	grass/weeds
247 E 16TH	LOT 2 VAN EMAN PLACE	Kemp, Jason J 7897 Kane Rd Dubuque IA 52003	1024268009	$130.00	grass/weeds
514 LORAS BLVD	LOTS 2-1-1 & 2-1 BOTH OF THE SUB OF 810 A MCDANIELS SUB	Tk Properties LLC 8911 Taylor Rd Janesville IA 50647	1024340001	$130.00	grass/weeds
311 E 22ND	LOT 2 KEMP'S SUB	Toskey, Aaron M 311 E 22nd St Dubuque IA 52001	1024204012	$165.00	grass/weeds
632 W 8TH	LOT 25 ROGERS SUB	Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025	1025133009	$165.00	garbage
2240 HOYT	LOT 1-3 PFOHLS SUB	Schulte, Timothy E 2240 Hoyt St Dubuque IA 52001	1023327001	$165.00	grass/weeds
2505 PENNSYLVANIA	LOT 1-1-E 1/2 OF 2-1-2 J P METTELS SUB	Ruer, Annie M 2505 Pennsylvania Ave Dubuque IA 52001	1027231006	$165.00	grass/weeds
461 W 16TH ST	LOT 14 MORGANS SUB	All American Rentals LLC 8911 Taylor Rd Janesville IA 50647	1024329003	$165.00	grass/weeds
2501 CENTRAL	LOT 1-1-1-E 1/2-LOT 14 JOHN KING'S DUBUQUE	Dbep Property Group LLC 1086 Johnny Martinez Trl Bozeman MT 59715	1013377040	$165.00	grass/weeds
715 ROSE	LOT 6 CUMMINS SUB	Slayden, Willie B 317 E 22nd St Dubuque IA 52001	1024355007	$165.00	grass/weeds
1266 JACKSON	S 1/2 LOT 58 & N 1'6"- N 1/2 - LOT 59 EAST DUBUQUE ADD	Landlord 36 Holdings LLC 3425 Painted River Lane Las Vegas NV 89129	1024435006	$165.00	grass/weeds
730 BERKLEY	LOT 7 BLK 2 SUNNYVIEW HILLS SUB	Twining, Robert D Ii 730 Berkley Pl Dubuque IA 52001	1014404021	$95.00	grass/weeds
			TOTAL	**$7,893.00**	

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Request for Consent to Additional Equipment and Modifications for Flag Pole Cell Tower at Madison Park
SUMMARY:	City Manager recommending City Council adopt a resolution approving the request from American Tower Corporation for additional equipment and modifications to the flag pole cell tower located at Madison Park, 1824 North Main Street in Dubuque. **RESOLUTION** Approving A Request For Additional Equipment And Modifications To The Flag Pole Cell Tower Located At Madison Park
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo for Modification_10152025bal
3. Madison Park Tower Modifications Resolution10152025TS
4. Attachment 1 - STAMPED PDF. T-MOBILE, DM04527A@ ATC 205765 MADISON PARK , IA (14878139_G0_03). AE(CD). REV1 (1)
5. Attachment 2 - NOD 1824 N. Main Des Review
6. Attachment 3 - NOD 1824 North Main Street CUP
7. Madison Park - Present Day Flagpole
8. 14878139_Consent

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 Consent to Additional Equipment and Modifications for Flag Pole Cell Tower at Madison Park

DATE: October 16, 2025

City Engineer Gus Psihoyos is recommending City Council adopt a resolution approving the request from American Tower Corporation for additional equipment and modifications to the flag pole cell tower located at Madison Park, 1824 North Main Street in Dubuque.

The canister on top of the flagpole will increase in size, from 2 ft. in diameter to 5 ft. in diameter with an overall height of the canister at 10 ft.

Engineering Staff have worked with the Planning Department, Historic Preservation Commission (HPC), Zoning Board of Adjustment, and Senior Counsel Barry Lindahl. The leased property is located within a national register historic district and adjacent to a local historic district and it was determined that the additions and modifications should have advisory review by the Historic Preservation Commission. The Historic Preservation Commission has recommended approval with the following conditions:

1. The antennae sheath matches the texture, color and surface as the existing pole.
2. The structure should no longer be used as a flagpole.

Please see Notice of Decision, Attachment __2__.

The Unified Development Code requires that substantial changes to cellular towers receive an approved Conditional Use Permit with review and approval by the Zoning Board of Adjustment. The Zoning Board of Adjustment has reviewed the proposed additions and modifications. The Conditional Use Permit is approved with the following conditions:

1. That the antennae sheath matches the texture, color, and surface as the existing pole.
2. That the modified monopole should no longer be used as a flagpole.
3. That City Council approves both the design and lease/license.

Please see Notice of Decision, Attachment___3___ .

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
Tracy Schadle, Administrative Support Professional

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: October 16, 2025

RE: Request for Consent to Additional Equipment and Modifications for Flag Pole Cell Tower at Madison Park

INTRODUCTION
Grain Comm III, formerly Iowa Wireless Services, LLC (the Lessee), leases City property in Madison Park for a 50' flag pole cellular radio-telephone cell tower. See attached photos.

DISCUSSION
The Lease states in part:

> *1.* *Leased Premises*. * * * * Lessee may not add additional equipment and/or flag pole(s) from that shown on Exhibit C without the prior written approval of Lessor.

* * * *

> *8.* *Equipment Upgrade*. *Lessee may update or replace the flag pole from time to time with the prior written approval of Lessor, whose approval shall not be unreasonably withheld, provided that the replacement flag pole are not greater in number or size that the existing flag pole and that any change in flag pole location is approved in writing by the Lessor. Lessee shall submit to Lessor a proposal for any such replacement flag pole and any supplemental materials for Lessor's evaluation."*

Lessee has requested the following additional equipment and modifications , as shown on Attachment __1___, the project Plan:

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES MODIFYING GROUND BASED AND TOWER MOUNTED EQUIPMENT AS INDICATED PER BELOW:

TOWER WORK:
REMOVE (3) ANTENNA(S) AND (6) 1-5/8" COAX CABLE(S)
INSTALL (3) PIPE MOUNT KIT(S), (3) ANTENNA(S), (8) RRU(S) AND (2) 2.00" HYBRID TRUNK 6/24 4AWG 70M CABLE(S)

GROUND WORK:
REMOVE (1) PURCELL SSC, (1) PPC AND (1) MODULE STAND W/ FLEXI MODULES
INSTALL (1) DELTA HPL3.05 CABINET, (1) DELTA LB3 CABINET, (1) PPC, (2) AMIA, (1) ASIB, (2) ASIL, (1) FSMF, (3) ABIA, (5) ABIL, (1) ABIO AND (1) CSR IXRE V2

The canister on top of the

flagpole will increase in size, from 2 ft. in diameter to 5 ft. in diameter with an overall height of the canister at 10 ft.

Engineering Staff have worked with the Planning Department, Historic Preservation Commission (HPC), Zoning Board of Adjustment, and Senior Counsel Barry Lindahl. The leased property is located within a national register historic district and adjacent to a local historic district and it was determined that the additions and modifications should have advisory review by the Historic Preservation Commission. The Historic Preservation Commission has recommended approval with the following conditions:

1. The antennae sheath matches the texture, color and surface as the existing pole.
2. The structure should no longer be used as a flagpole.

Please see Notice of Decision, Attachment __2__.

The Unified Development Code requires that substantial changes to cellular towers receive an approved Conditional Use Permit with review and approval by the Zoning Board of Adjustment. The Zoning Board of Adjustment has reviewed the proposed additions and modifications. The Conditional Use Permit is approved with the following conditions:

1. That the antennae sheath matches the texture, color, and surface as the existing pole.
2. That the modified monopole should no longer be used as a flagpole.
3. That City Council approves both the design and lease/license.

Please see Notice of Decision, Attachment___3___ .

RECOMMENDATION

I respectfully request that the Lessee's request for consent to the additions and modifications described in the attached Resolution be submitted to the City Council for consideration.

cc: Barry Lindahl, Senior Counsel
Jim Bousley, Project Manager
Tracy Schadle, Admin. Support Professional

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

RESOLUTION APPROVING A REQUEST FOR ADDITIONAL EQUIPMENT AND MODIFICATIONS TO THE FLAG POLE CELL TOWER LOCATED AT MADISON PARK

WHEREAS, the City of Dubuque, Iowa and Grain Comm III, formerly Iowa Wireless Services, LLC, entered into the Madison Park Ground Space Lease (the Lease Agreement) dated the 23rd day of April, 2008, for the flag pole cell tower site at 1824 North Main Street (Madison Park); and

WHEREAS, Grain Comm III has requested consent to Additional Equipment and Modifications to the cell tower described below;

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES MODIFYING GROUND BASED AND TOWER MOUNTED EQUIPMENT AS INDICATED PER BELOW:

TOWER WORK:
REMOVE (3) ANTENNA(S) AND (6) 1-5/8" COAX CABLE(S)
INSTALL (3) PIPE MOUNT KIT(S), (3) ANTENNA(S), (8) RRU(S) AND (2) 2.00" HYBRID TRUNK 6/24 4AWG 70M CABLE(S)

GROUND WORK:
REMOVE (1) PURCELL SSC, (1) PPC AND (1) MODULE STAND W/ FLEXI MODULES
INSTALL (1) DELTA HPL3.05 CABINET, (1) DELTA LB3 CABINET, (1) PPC, (2) AMIA, (1) ASIB, (2) ASIL, (1) FSMF, (3) ABIA, (5) ABIL, (1) ABIO AND (1) CSR IXRE V2

- Including the canister on top of the flagpole will increase in size, from 2 ft. in diameter to 5 ft. in diameter with an overall height of the canister at 10 ft.

WHEREAS, the Lease Agreement requires the consent of the City to any additions or modifications to the flag pole cell tower; and

WHEREAS, the flag pole cell tower site is located in a national register historic district and adjacent to a local historic preservation district and any additions or modifications also requires a recommendation from the Historic Preservation Commission; and

WHEREAS, the Historic Preservation Commission has recommended approval with the following conditions:

1. The antennae sheath matches the texture, color and surface as the existing pole.
2. The structure should no longer be used as a flagpole

; and

WHEREAS, the Unified Development Code requires an approved Conditional Use Permit for significant alterations to cell towers; and

WHEREAS, the Zoning Board of Adjustment has reviewed and approved a Conditional Use Permit with the following conditions:

1. That the antennae sheath matches the texture, color, and surface as the existing pole.
2. That the modified monopole should no longer be used as a flagpole.
3. That City Council approves both the design and license.

; and

WHEREAS, the City Council finds that the request is reasonable and should be consented to.

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

SECTION 1. The following Additional Equipment and Modifications only to the cell tower are hereby consented to:

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES MODIFYING GROUND BASED AND TOWER MOUNTED EQUIPMENT AS INDICATED PER BELOW:

TOWER WORK:
REMOVE (3) ANTENNA(S) AND (6) 1-5/8" COAX CABLE(S)
INSTALL (3) PIPE MOUNT KIT(S), (3) ANTENNA(S), (8) RRU(S) AND (2) 2.00" HYBRID TRUNK 6/24 4AWG 70M CABLE(S)

GROUND WORK:
REMOVE (1) PURCELL SSC, (1) PPC AND (1) MODULE STAND W/ FLEXI MODULES
INSTALL (1) DELTA HPL3.05 CABINET, (1) DELTA LB3 CABINET, (1) PPC, (2) AMIA, (1) ASIB, (2) ASIL, (1) FSMF, (3) ABIA, (5) ABIL, (1) ABIO AND (1) CSR IXRE V2

1. That the antennae sheath matches the texture, color, and surface as the existing pole.
2. That the modified monopole should no longer be used as a flagpole.
3. That City Council approves both the design and lease/license.

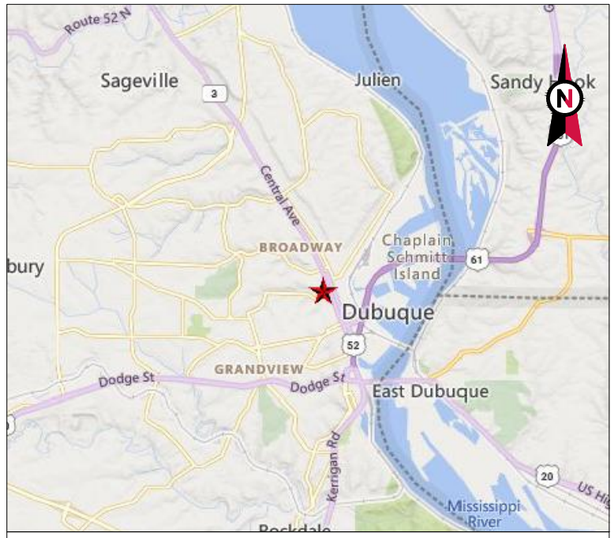
SECTION 2. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

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

Attest:

Brad M. Cavanagh, Mayor

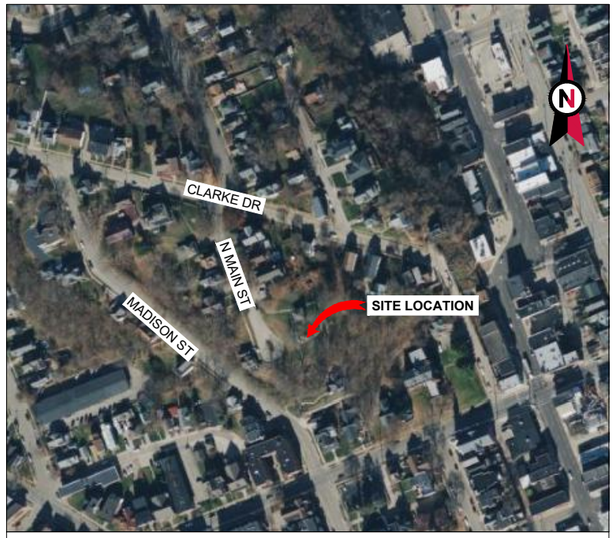
Adrienne N. Breitfelder, City Clerk



VICINITY MAP

AMERICAN TOWER®

ATC SITE NAME: MADISON PARK
ATC SITE NUMBER: 205765
T-MOBILE SITE NAME: IA-0284 MADISON PARK
T-MOBILE SITE NUMBER: DM04527A
SITE ADDRESS: 1824 NORTH MAIN STREET
DUBUQUE, IA 52001
SITE CLASS: CANISTER POLE



LOCATION MAP

T-MOBILE ANCHOR_PHASE 3 AMENDMENT PLAN
56792ZAH_SR_4T4R CONFIGURATION

COMPLIANCE CODE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2021 IBC
NATIONAL ELECTRICAL CODE (NFPA 70, NEC 2020)
IOWA STATE MECHANICAL CODE (IMC 2021)
IOWA STATE PLUMBING CODE (UPC 2021)
IOWA STATE ENERGY CODE (IECC 2012)
IOWA STATE FIRE CODE (IFC 2021)
IOWA STATE BUILDING CODE
IOWA STATE RESIDENTIAL CODE (IRC 2021)
IOWA STATE FUEL GAS CODE (IFGC 2021)

UTILITY COMPANIES

POWER COMPANY: ALLIANT ENERGY
PHONE: UNKNOWN

TELEPHONE COMPANY: UNKNOWN
PHONE: UNKNOWN

811 Know what's below. Call before you dig.

PROJECT SUMMARY

SITE ADDRESS:

1824 NORTH MAIN STREET
DUBUQUE, IA 52001
COUNTY: DUBUQUE

GEOGRAPHIC COORDINATES:

LATITUDE: 42.509175
42° 30' 33.03" N
LONGITUDE: -90.671242
90° 40' 16.471" W
GROUND ELEVATION: 755' AMSL

PROJECT TEAM

TOWER OWNER:

AMERICAN TOWER
10 PRESIDENTIAL WAY
WOBURN, MA 01801

APPLICANT:

T-MOBILE

ENGINEER:

ATC TOWER SERVICES, LLC
1 FENTON MAIN, STE 300
CARY, NC 27511

PROPERTY OWNER:

CITY OF DUBUQUE
50 W. 13TH STREET
DUBUQUE, IA 52001

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES MODIFYING GROUND BASED AND TOWER MOUNTED EQUIPMENT AS INDICATED PER BELOW:

TOWER WORK:
REMOVE (3) ANTENNA(S) AND (6) 1-5/8" COAX CABLE(S)
INSTALL (3) PIPE MOUNT KIT(S), (3) ANTENNA(S), (8) RRU(S) AND (2) 2.00" HYBRID TRUNK 6/24 4AWG 70M CABLE(S)

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INSTALL (1) DELTA HPL3.05 CABINET, (1) DELTA LB3 CABINET, (1) PPC, (2) AMIA, (1) ASIB, (2) ASIL, (1) FSMF, (3) ABIA, (5) ABIL, (1) ABIO AND (1) CSR IXRE V2

PROJECT NOTES

1. THE FACILITY IS UNMANNED.
2. A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.
3. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORM WATER DRAINAGE.
4. NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED.
5. HANDICAP ACCESS IS NOT REQUIRED.
6. THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN ELIGIBLE FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1455(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.61000 (B)(7).

PROJECT LOCATION DIRECTIONS

HEAD NORTH ON US-151 N/US-61 N, TAKE THE WHITE ST EXIT TOWARD PORT OF DUBUQUE, 0.2 MI. CONTINUE ONTO WHITE ST, 0.8 MI. TURN LEFT ONTO E 17TH ST, 407 FT. TURN RIGHT ONTO HEEB ST, 410 FT. HEEB ST TURNS LEFT AND BECOMES CLARKE DR, 0.1 MI. TURN LEFT ONTO N MAIN ST. DESTINATION WILL BE ON THE LEFT.

SHEET INDEX

SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
G-001	TITLE SHEET	1	01/28/25	JMB
G-002	GENERAL NOTES	0	12/6/2024	EDNA
C-101	DETAILED SITE PLAN	0	12/6/2024	EDNA
C-102	DETAILED EQUIPMENT PLAN	0	12/6/2024	EDNA
C-201	TOWER ELEVATION	0	12/6/2024	EDNA
C-401	ANTENNA INFORMATION & SCHEDULE	1	01/28/25	JMB
C-501	CONSTRUCTION DETAILS	0	12/6/2024	EDNA
E-501	GROUNDING DETAILS	0	12/6/2024	EDNA
E-601	PANEL SCHEDULE & ELECTRICAL SCHEMATIC	0	12/6/2024	EDNA
	SUPPLEMENTAL SHEETS (10 PAGES)			

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112

THE USE AND PUBLICATION OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OR THE SPECIFIED CARRIER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION.

REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024
1	ANTENNA MODEL	JMB	01/28/25

ATC SITE NUMBER:
205765
ATC SITE NAME:
MADISON PARK
T-MOBILE SITE NAME:
IA-0284 MADISON PARK
SITE ADDRESS:
1824 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:

LICENSED PROFESSIONAL ENGINEER
SCOTT A. WIRGAU
23705
IOWA

(signature)

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Printed or typed name: Scott Wirgau
License Number: 23705
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: ALL

(date)

Scott Wirgau
Digitally signed by Scott Wirgau
Date: 2025.01.28 12:45:33 -05'00'

T··Mobile·

ATC PROJ. #:	14878139_G0
CUST. ID:	IA-0284 MADISON PARK
CUST. #:	DM04527A

TITLE SHEET

SHEET NUMBER:	REVISION:
G-001	1

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GENERAL CONSTRUCTION NOTES:

1. OWNER FURNISHED MATERIALS, T-MOBILE "THE COMPANY" WILL PROVIDE AND THE CONTRACTOR WILL INSTALL
   - A. BTS EQUIPMENT FRAME (PLATFORM) AND ICEBRIDGE SHELTER (GROUND BUILD/CO-LOCATE ONLY)
   - B. AC/TELCO INTERFACE BOX (PPC)
   - C. ICE BRIDGE (CABLE TRAY WITH COVER) (GROUND BUILD/CO-LOCATE ONLY, GC TO FURNISH AND INSTALL FOR ROOFTOP INSTALLATION)
   - D. TOWERS, MONOPOLES
   - E. TOWER LIGHTING
   - F. GENERATORS & LIQUID PROPANE TANK
   - G. ANTENNA STANDARD BRACKETS, FRAMES AND PIPES FOR MOUNTING
   - H. ANTENNAS (INSTALLED BY OTHERS)
   - I. TRANSMISSION LINE
   - J. TRANSMISSION LINE JUMPERS
   - K. TRANSMISSION LINE CONNECTORS WITH WEATHERPROOFING KITS
   - L. TRANSMISSION LINE GROUND KITS
   - M. HANGERS
   - N. HOISTING GRIPS
   - O. BTS EQUIPMENT
2. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS. IT IS THE POSITION OF T-MOBILE TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.
3. ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE FEDERAL, STATE, AND LOCAL CODES, INCLUDING ANSI/EIA/TIA-222, AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS.
4. CONTRACTOR SHALL CONTACT LOCAL 811 FOR IDENTIFICATION OF UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS.
6. ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE IMPROVEMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER.
7. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.
8. DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
9. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
11. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
12. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE T-MOBILE REP PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH REMEDIAL ACTION SHALL REQUIRE WRITTEN APPROVAL BY THE T-MOBILE REP PRIOR TO PROCEEDING.
13. EACH CONTRACTOR SHALL COOPERATE WITH THE T-MOBILE REP, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
14. CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION OF THIS PROJECT TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE T-MOBILE CONSTRUCTION MANAGER.
15. ALL CABLE/CONDUIT ENTRY/EXIT PORTS SHALL BE WEATHERPROOFED DURING INSTALLATION USING A SILICONE SEALANT.
16. WHERE EXISTING CONDITIONS DO NOT MATCH THOSE SHOWN IN THIS PLAN SET, CONTRACTOR SHALL NOTIFY THE T-MOBILE REP AND ENGINEER OF RECORD IMMEDIATELY.
17. CONTRACTOR SHALL ENSURE ALL SUBCONTRACTORS ARE PROVIDED WITH A COMPLETE AND CURRENT SET OF DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
18. CONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE AT THE END OF EACH DAY.
19. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH AMERICAN TOWER CORPORATION (ATC) AND TAKE PRECAUTIONS TO MINIMIZE IMPACT AND DISRUPTION OF OTHER OCCUPANTS OF THE FACILITY.
20. CONTRACTOR SHALL FURNISH T-MOBILE AND AMERICAN TOWER CORPORATION (ATC) WITH A PDF MARKED UP AS-BUILT SET OF DRAWINGS UPON COMPLETION OF WORK.
21. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH T-MOBILE REP TO DETERMINE WHAT, IF ANY, ITEMS WILL BE PROVIDED. ALL ITEMS NOT PROVIDED SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR WILL INSTALL ALL ITEMS PROVIDED.
22. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH T-MOBILE REP TO DETERMINE IF ANY PERMITS WILL BE OBTAINED BY CONTRACTOR. ALL REQUIRED PERMITS NOT OBTAINED BY T-MOBILE MUST BE OBTAINED, AND PAID FOR, BY THE CONTRACTOR.
23. CONTRACTOR SHALL INSTALL ALL SITE SIGNAGE IN ACCORDANCE WITH T-MOBILE SPECIFICATIONS AND REQUIREMENTS.
24. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO T-MOBILE FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
25. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND LOCATED ACCORDING TO T-MOBILE SPECIFICATIONS, AND AS SHOWN IN THESE PLANS.
26. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
27. CONTRACTOR SHALL NOTIFY T-MOBILE REP A MINIMUM OF 48 HOURS IN ADVANCE OF POURING CONCRETE OR BACKFILLING ANY UNDERGROUND UTILITIES, FOUNDATIONS OR SEALING ANY WALL, FLOOR OR ROOF PENETRATIONS FOR ENGINEERING REVIEW AND APPROVAL.
28. WHEN THE PROJECT SCOPE REQUIRES THE USE OF THE SAFETY CLIMB, THE GENERAL CONTRACTOR SHALL ENSURE THE SAFETY CLIMB IS FREE OF OBSTRUCTIONS, NOT RUBBING ON OR TRAPPED BY ANY INSTALLED CUSTOMER EQUIPMENT, IS VISUALLY TAUT, MEETS MANUFACTURER INSTALLATION SPECIFICATIONS, AND IS FIRMLY SECURED AT ALL CABLE GUIDE LOCATIONS UPON PROJECT COMPLETION.
29. COMPLETION OF PROJECT SHALL NOT OBSTRUCT, TRAP, LOOSEN, OR OTHERWISE CAUSE FAILURE TO MEET MANUFACTURER INSTALLATION REQUIREMENTS FOR THE SAFETY CLIMB.
30. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY INCLUDING COMPLIANCE WITH ALL APPLICABLE OSHA STANDARDS AND RECOMMENDATIONS AND SHALL PROVIDE ALL NECESSARY SAFETY DEVICES INCLUDING PPE AND PPM AND CONSTRUCTION DEVICES SUCH AS WELDING AND FIRE PREVENTION, TEMPORARY SHORING, SCAFFOLDING, TRENCH BOXES/SLOPING, BARRIERS, ETC.
31. THE CONTRACTOR SHALL PROTECT AT HIS OWN EXPENSE, ALL EXISTING FACILITIES AND SUCH OF HIS NEW WORK LIABLE TO INJURY DURING THE CONSTRUCTION PERIOD. ANY DAMAGE CAUSED BY NEGLECT ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, OR BY THE ELEMENTS DUE TO NEGLECT ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, EITHER TO THE EXISTING WORK, OR TO HIS WORK OR THE WORK OF ANY OTHER CONTRACTOR, SHALL BE REPAIRED AT HIS EXPENSE TO THE OWNER'S SATISFACTION.
32. ALL WORK SHALL BE INSTALLED IN A FIRST CLASS, NEAT AND WORKMANLIKE MANNER BY MECHANICS SKILLED IN THE TRADE INVOLVED. THE QUALITY OF WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE T-MOBILE REP. ANY WORK FOUND BY THE T-MOBILE REP TO BE OF INFERIOR QUALITY AND/OR WORKMANSHIP SHALL BE REPLACED AND/OR REWORKED AT CONTRACTOR EXPENSE UNTIL APPROVAL IS OBTAINED.
33. IN ORDER TO ESTABLISH STANDARDS OF QUALITY AND PERFORMANCE, ALL TYPES OF MATERIALS LISTED HEREINAFTER BY MANUFACTURER'S NAMES AND/OR MANUFACTURER'S CATALOG NUMBER SHALL BE PROVIDED BY THESE MANUFACTURERS AS SPECIFIED.
34. T-MOBILE FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE T-MOBILE WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNCRATE, PROTECTED AND INSTALLED BY THE CONTRACTOR WITH ALL APPURTENANCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING IT UP.
35. T-MOBILE OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OWN OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO T-MOBILE OR THEIR ARCHITECT/ENGINEER.

SPECIAL CONSTRUCTION ANTENNA INSTALLATION NOTES:

1. WORK INCLUDED:
   - A. ANTENNA AND COAXIAL/HYBRID CABLES ARE FURNISHED BY T-MOBILE UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL.
   - B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND T-MOBILE SPECIFICATIONS.
   - C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
   - D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE.
   - E. INSTALL COAXIAL/HYBRID CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTIONS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL/HYBRID CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.
2. ANTENNA AND COAXIAL/HYBRID CABLE GROUNDING:
   - A. ALL EXTERIOR #6 GREEN GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTORS/SPLICE WEATHERPROOFING KIT #221213 OR EQUAL.
   - B. ALL COAXIAL/HYBRID CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL/HYBRID CABLE (NOT WITHIN BENDS)

ALL DISCREPANCIES FROM WHAT IS SHOWN ON THESE CONSTRUCTION DRAWINGS SHALL BE COMMUNICATED TO ATC ENGINEERING IMMEDIATELY FOR CORRECTION OR RE-DESIGN. FAILURE TO COMMUNICATE DIRECTLY WITH ATC ENGINEERING OR ANY CHANGES FROM THE DESIGN CONDUCTED WITHOUT PRIOR APPROVAL FROM ATC ENGINEERING SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

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SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024

ATC SITE NUMBER:
205765
ATC SITE NAME:
MADISON PARK
T-MOBILE SITE NAME:
IA-0284 MADISON PARK
SITE ADDRESS:
1845 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:

(signature)

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Printed or typed name: Scott Wirgau
License Number: 23705
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: ALL

(date)

Digitally Signed: 2025-01-28

T-Mobile

ATC PROJ. #:	14878139_G0
CUST. ID:	IA-0284 MADISON PARK
CUST. #:	DM04527A

GENERAL NOTES

SHEET NUMBER:	REVISION:
G-002	0

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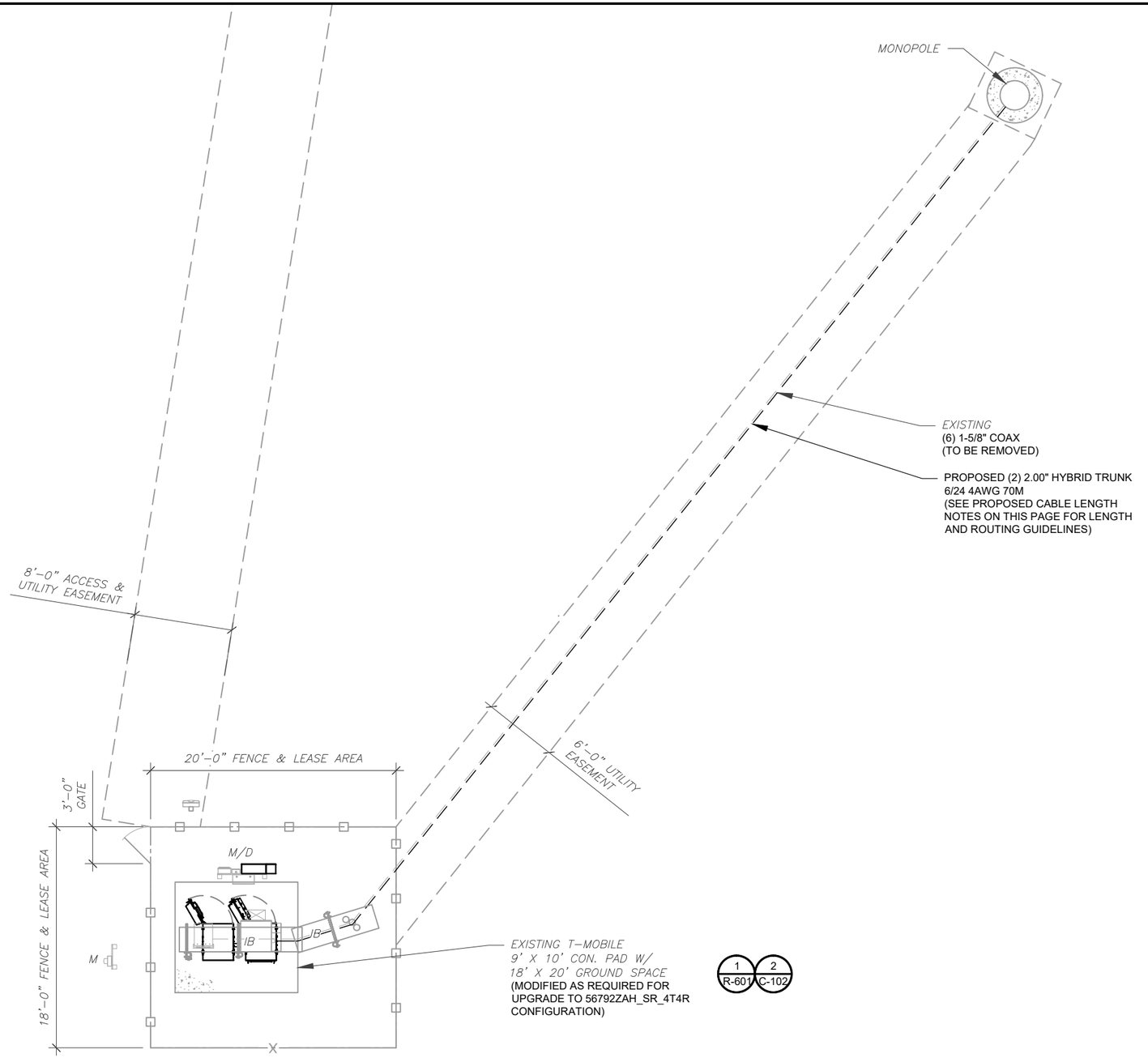
SITE PLAN NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.

2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.

3. NO ELECTRICAL SCOPE IS INCLUDED IN THIS PROJECT.



LEGEND

⊗	GROUNDING TEST WELL
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH, V	HAND HOLE, VAULT
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
M	METER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
———	CHAINLINK FENCE

PROPOSED CABLE NOTES:

1. ESTIMATED LENGTH OF PROPOSED CABLE IS **230'**. ESTIMATED LENGTH OF CABLE WAS PROVIDED BY CUSTOMER OR CALCULATED BY ADDING THE RAD CENTER AND THE DISTANCE FROM THE SHELTER ENTRY PLATE TO THE TOWER (ALONG THE ICE BRIDGE) AND A SAFETY FACTOR MEASUREMENT OF 15% (OF THE TWO PREVIOUS VALUES), CDS DEFER TO GREATEST CABLE LENGTH.
2. ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS. IF ADEQUATE SPACE EXISTS, ROUTE CABLES THROUGH ENTRY PORT HOLE, UP INSIDE OF MONOPOLE, AND THROUGH EXIT PORT HOLE. IF ROUTING OUTSIDE THE MONOPOLE, ATTACH CABLES USING STAND-OFF ADAPTERS MOUNTED TO TOWER USING STAINLESS STEEL BANDING. ADEQUATELY SECURE CABLES USING EITHER APPROPRIATELY SIZED STAINLESS STEEL SNAP-INS OR MOUNTING HARDWARE AND BRACKETS AS SPECIFIED BY CABLE MANUFACTURER.

1 DETAILED SITE PLAN

GRAPHIC SCALE

10 0 5 10

(IN FEET)
1 UNIT = 10 FEET

N

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024

ATC SITE NUMBER:
205765

ATC SITE NAME:

MADISON PARK

T-MOBILE SITE NAME:

IA-0284 MADISON PARK

SITE ADDRESS:
1849 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:

LICENSED PROFESSIONAL ENGINEER
SCOTT A. WIRGAU
23705
IOWA

(signature)

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(date)

Digitally Signed: 2025-01-28

T-Mobile

ATC PROJ. #:	14878139_G0
CUST. ID:	IA-0284 MADISON PARK
CUST. #:	DM04527A

DETAILED SITE PLAN

SHEET NUMBER:	REVISION:
C-101	0

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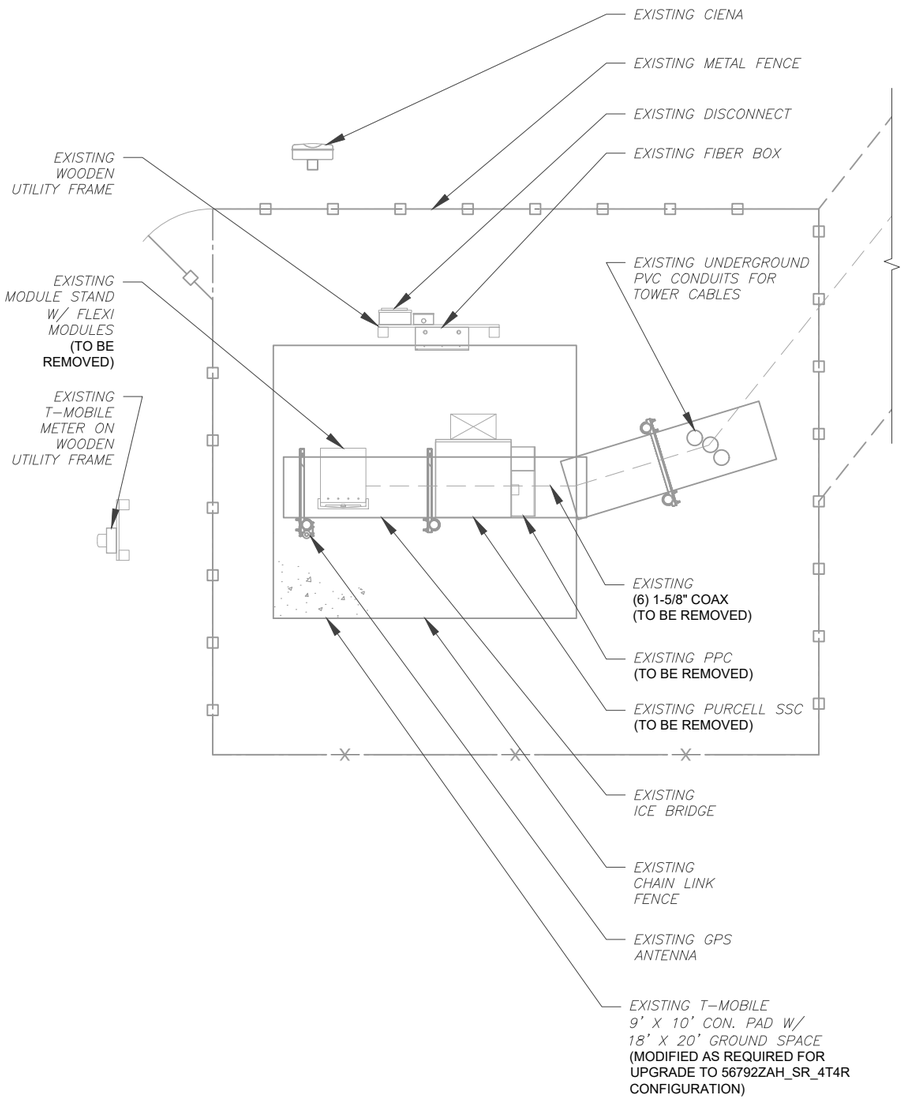
SITE PLAN NOTES:

1. CONTRACTOR TO VERIFY THERE IS NO LIVE AAV FIBER RUNNING THROUGH EXISTING DEAD EQUIPMENT. IF SO, THIS WILL NEED TO BE RERUN THROUGH CONDUIT PRIOR TO REMOVING DEAD 2G (6201 CABS) EQUIPMENT.
2. ALL OPEN PORTS NEED TO BE SEALED / WEATHERPROOFED PROPERLY
3. ALL UNNEEDED / EXCESS EQUIPMENT AND GARBAGE TO BE REMOVED FROM EQUIPMENT AREA. DISPOSE OF MATERIALS PROPERLY OFF SITE.



1 EXISTING GROUND EQUIPMENT LAYOUT

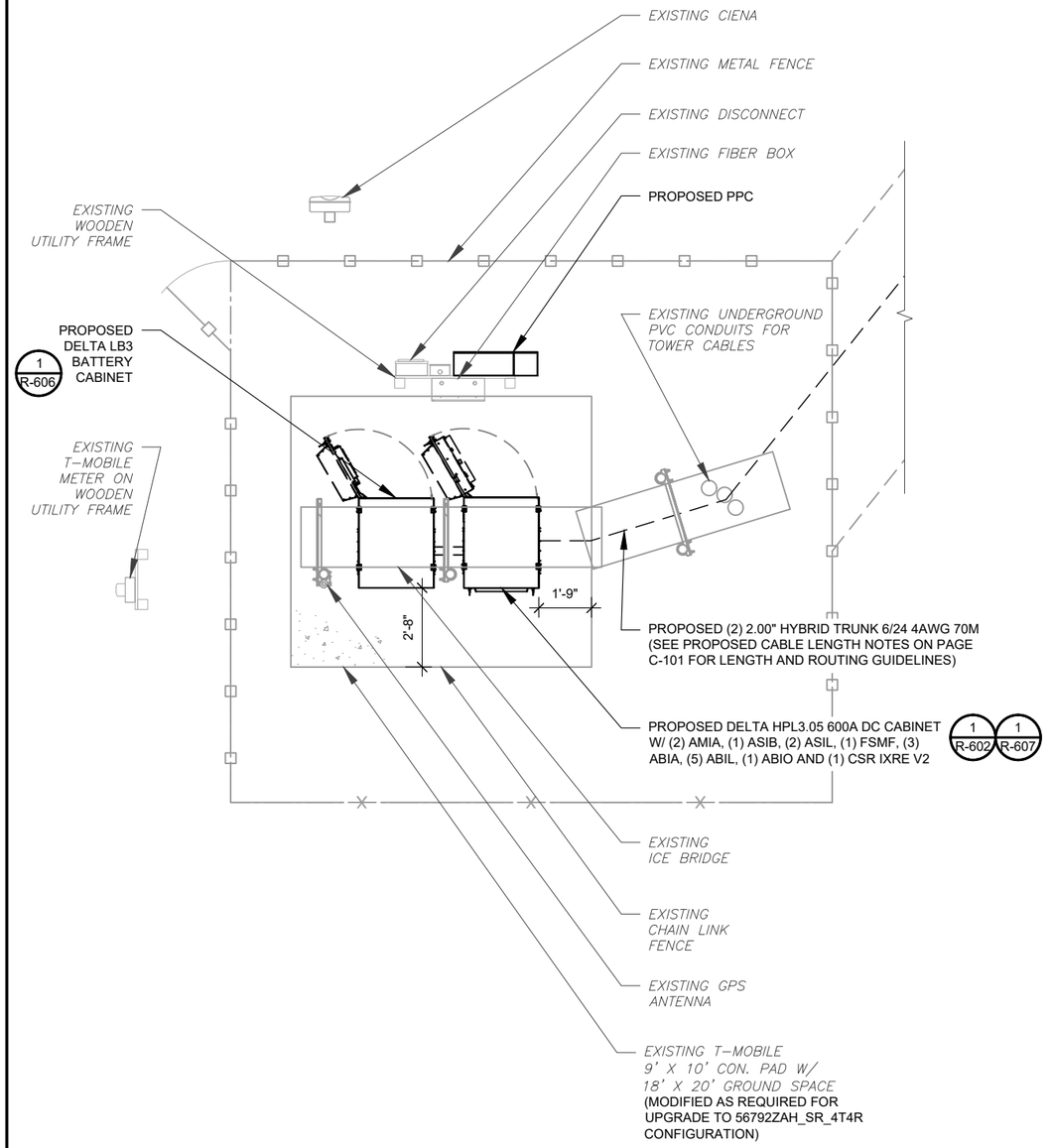
GRAPHIC SCALE

5 0 2.5 5

(IN FEET)
1 UNIT = 5 FEET

N

T-MOBILE CM APPROVAL REQUIRED BEFORE INSTALLING CABINETS.



2 PROPOSED GROUND EQUIPMENT LAYOUT

GRAPHIC SCALE

5 0 2.5 5

(IN FEET)
1 UNIT = 5 FEET

N

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024

ATC SITE NUMBER:
205765

ATC SITE NAME:
MADISON PARK

T-MOBILE SITE NAME:
IA-0284 MADISON PARK

SITE ADDRESS:
184 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:

LICENSED PROFESSIONAL ENGINEER
SCOTT A. WIRGAU
23705
IOWA

(signature)

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CUST. #:	DM04527A

DETAILED EQUIPMENT PLAN

SHEET NUMBER:	REVISION:
C-102	0

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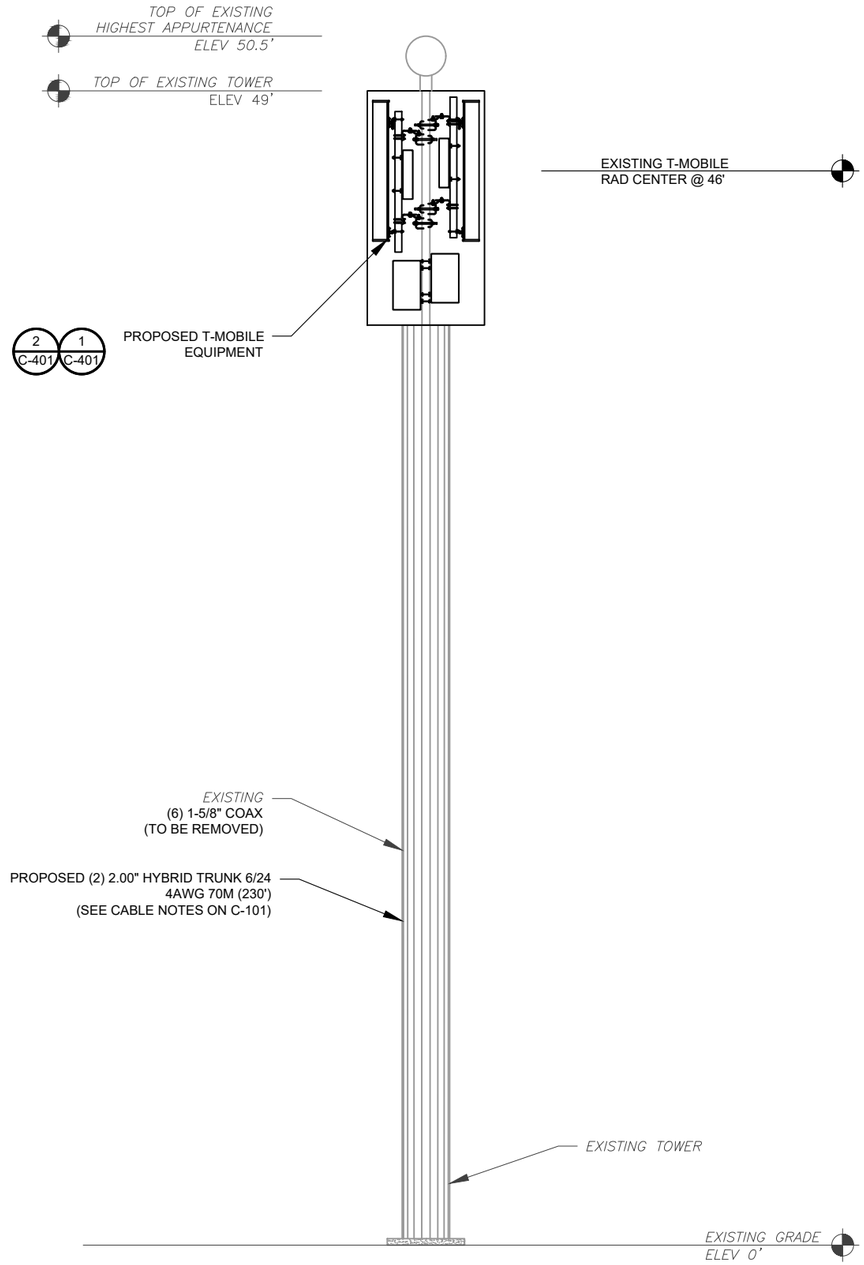

1 TOWER ELEVATION
SCALE: N.T.S.

ALL ELEVATIONS REFLECT ABOVE GROUND LEVEL (A.G.L.)

TOWER NOTE:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM WITH THE PROJECT MANAGER THAT THEY HAVE THE MOST RECENT VERSION OF THE STRUCTURAL ANALYSIS BEFORE COMMENCING WORK. EXISTING AND PROPOSED TOWER APPURTENANCES, MOUNTS, AND ANTENNAS ARE SHOWN BASED ON THE STRUCTURAL ANALYSIS.
2. WHERE APPLICABLE, ALL NEW ANTENNAS, EQUIPMENT, MOUNTS, CABLING, ETC. SHALL BE PAINTED/SOCKED TO MATCH EXISTING EQUIPMENT IN ACCORDANCE WITH FAA, JURISDICTION, AND/OR OTHER LOCAL REQUIREMENTS.
3. ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS.
4. ALL COAX LINES MUST BE TERMINATED AT 2' BELOW THE BASE OF THE BOTTOM CANISTER WITH ½" JUMPERS RUNNING UP TO CUSTOMER'S EQUIPMENT.
5. CONCEALMENT CANISTER CLOSURE MECHANISMS SHALL BE INSPECTED FOR PROPER SEAL AND COMPLETE CLOSURE WHENEVER OPENED/ CLOSED. STRIPPED CLOSURE MECHANISMS OR DAMAGE TO THE CONCEALMENT CANISTER PREVENTING PROPER REINSTALLATION SHALL BE BROUGHT TO THE ATTENTION OF THE ATC OSL (OPERATIONS SITE LEAD) OR ATC CM. CANISTERS WITH STRIPPED CLOSURES SHALL HAVE CLOSURE HARDWARE REPLACED OR BE REINSTALLED WITH WIND-BAND STRAPPING.
6. TOWER ELEVATION DEPICTION MAY NOT REFLECT ALL EQUIPMENT INCLUDED IN STRUCTURAL ANALYSIS. REFER TO STRUCTURAL ANALYSIS FOR FULL TOWER LOADING.

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024

ATC SITE NUMBER:
205765

ATC SITE NAME:
MADISON PARK

T-MOBILE SITE NAME:
IA-0284 MADISON PARK

SITE ADDRESS:
184 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:

LICENSED PROFESSIONAL ENGINEER
SCOTT A. WIRGAU
23705
IOWA

(signature)

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(date)

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ATC PROJ. #:	14878139_G0
CUST. ID:	IA-0284 MADISON PARK
CUST. #:	DM04527A

TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-201	0

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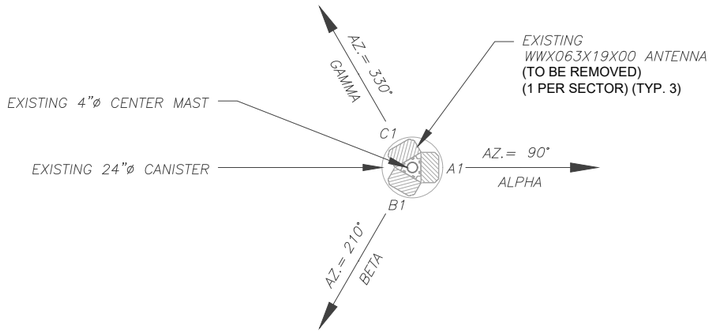
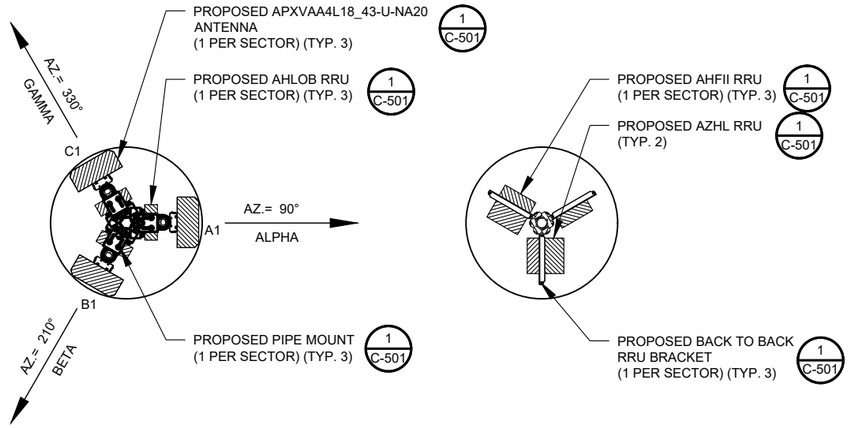


1 EXISTING ANTENNA PLAN

SCALE: N.T.S.



2 FINAL ANTENNA PLAN

SCALE: N.T.S.

EXISTING ANTENNA SCHEDULE

LOCATION			ANTENNA SUMMARY					NON ANTENNA SUMMARY	
SECTOR	RAD	AZ	POS	ANTENNA	BAND	MECH/ELEC D-TILT	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
ALPHA	*46'*	*90°*	*A1*	*WWX063X19x00*	–	–	RMV	–	–
BETA		*210°*	*B1*	*WWX063X19x00*	–	–	RMV	–	–
GAMMA		*330°*	*C1*	*WWX063X19x00*	–	–	RMV	–	–

NOTES

1. GC TO VERIFY THE FINAL RFDS MATCHES THE FINAL CONSTRUCTION DRAWINGS. GC TO NOTIFY ATC PM OF ANY DISCREPANCY PRIOR TO INSTALLING THE EQUIPMENT.
2. GC TO CAP ALL UNUSED PORTS.
3. GC TO CONFIRM SPACING OF PROPOSED EQUIP DOES NOT CAUSE TOWER CONFLICTS NOR IMPEDE TOWER CLIMBING PEGS.

STATUS ABBREVIATIONS

RMV: TO BE REMOVED
RMN: TO REMAIN
REL: TO BE RELOCATED
ADD: TO BE ADDED

CABLE LENGTHS FOR JUMPERS

JUNCTION BOX TO RRU: 15'
RRU TO ANTENNA: 10'

FINAL ANTENNA SCHEDULE

LOCATION			ANTENNA SUMMARY					NON ANTENNA SUMMARY	
SECTOR	RAD	AZ	POS	ANTENNA	BAND	MECH/ELEC D-TILT	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS
ALPHA	46'	90°	A1	APXVAA4L18_43-U-NA20	N25/L6/N6	0/-	ADD	AHFII AHLOB AZHL	ADD ADD ADD
BETA		210°	B1	APXVAA4L18_43-U-NA20	N25/L6/N6	0/-	ADD	AHFII AHLOB AZHL	ADD ADD ADD
GAMMA		330°	C1	APXVAA4L18_43-U-NA20	N25/L6/N6	0/-	ADD	AHFII AHLOB	ADD ADD

EXISTING FIBER DISTRIBUTION / OVP BOX

MODEL NUMBER	STATUS
–	*RMN*
–	RMV

EXISTING CABLING SUMMARY

CABLE QTY, SIZE, TYPE	STATUS
----	*RMN*
(6) 1-5/8" COAX	RMV

3 EQUIPMENT SCHEDULES

FINAL FIBER DISTRIBUTION / OVP BOX

MODEL NUMBER	STATUS
–	*RMN*
–	ADD

FINAL CABLING SUMMARY

CABLE QTY, SIZE, TYPE	STATUS
----	*RMN*
(2) 2.00" HYBRID TRUNK 6/24 4AWG 70M	ADD

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024
1	ANTENNA MODEL	JMB	01/28/25

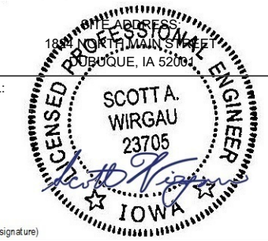
ATC SITE NUMBER:
205765

ATC SITE NAME:
MADISON PARK

T-MOBILE SITE NAME:
IA-0284 MADISON PARK

SITE ADDRESS:
1800 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:



(signature)

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(date)

Digitally Signed: 2025-01-28

T-Mobile

ATC PROJ. #:	14878139_G0
CUST. ID:	IA-0284 MADISON PARK
CUST. #:	DM04527A

ANTENNA INFORMATION & SCHEDULE

SHEET NUMBER:	REVISION:
C-401	1

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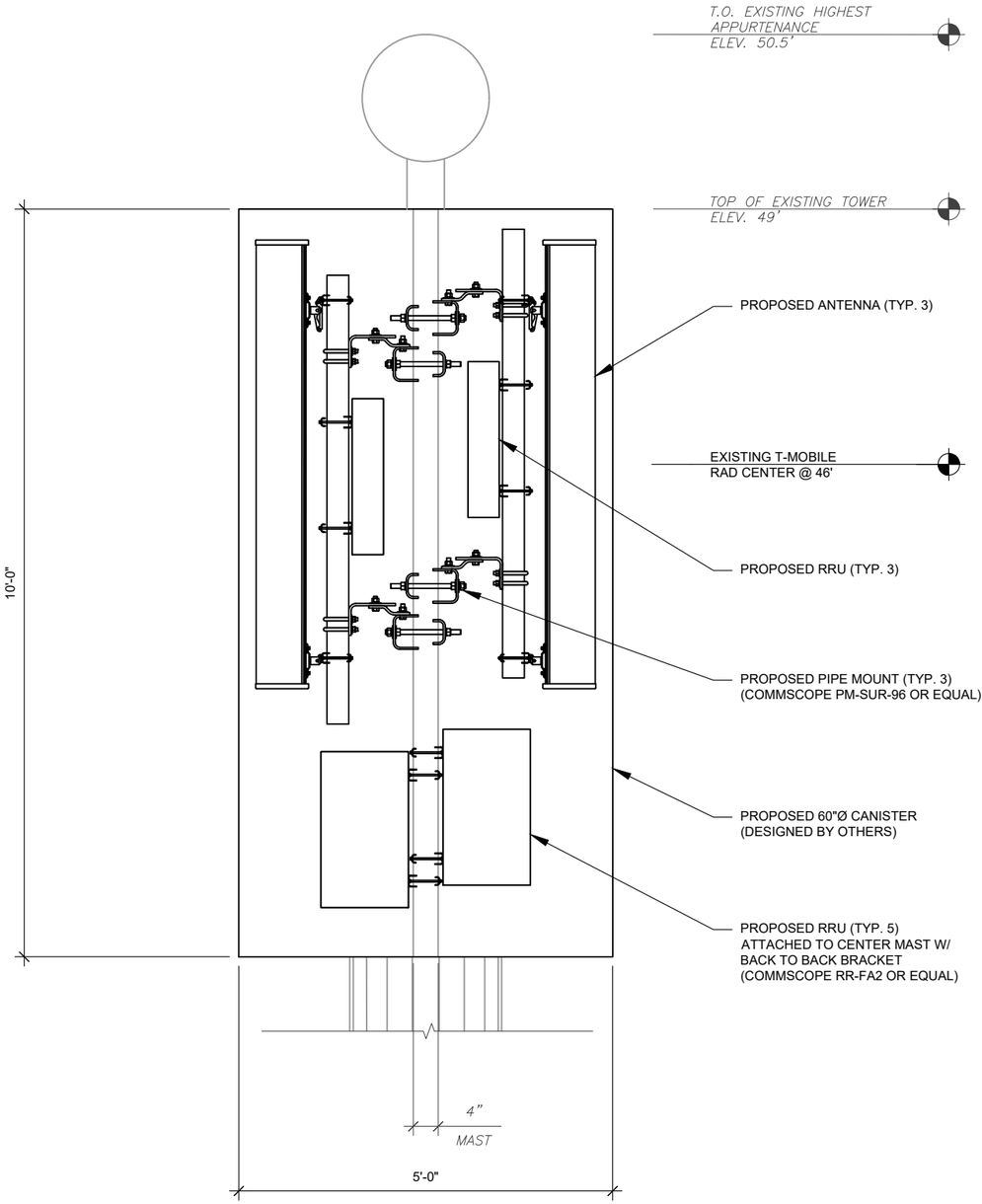
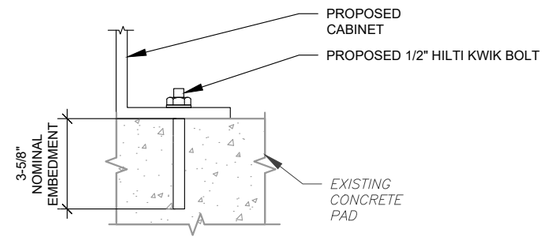
ONE SECTOR SHOWN FOR CLARITY



1 CANISTER CUT AWAY DETAIL

SCALE: N.T.S.



NOTE:

INSTALL HILTI KWIK BOLT ANCHORS STRICTLY PER INSTALLATION INSTRUCTIONS INCLUDED WITH PRODUCT OR FOUND ONLINE AT WWW.US.HILTI.COM. PROPER INSTALLATION IS CRITICAL FOR FULL PERFORMANCE.

2 CABINET ATTACHMENT DETAIL

SCALE: N.T.S.

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1 FENTON MAIN
SUITE 300
CARY, NC 27511
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CUST. #:	DM04527A

CONSTRUCTION DETAILS

SHEET NUMBER:	REVISION:
C-501	0

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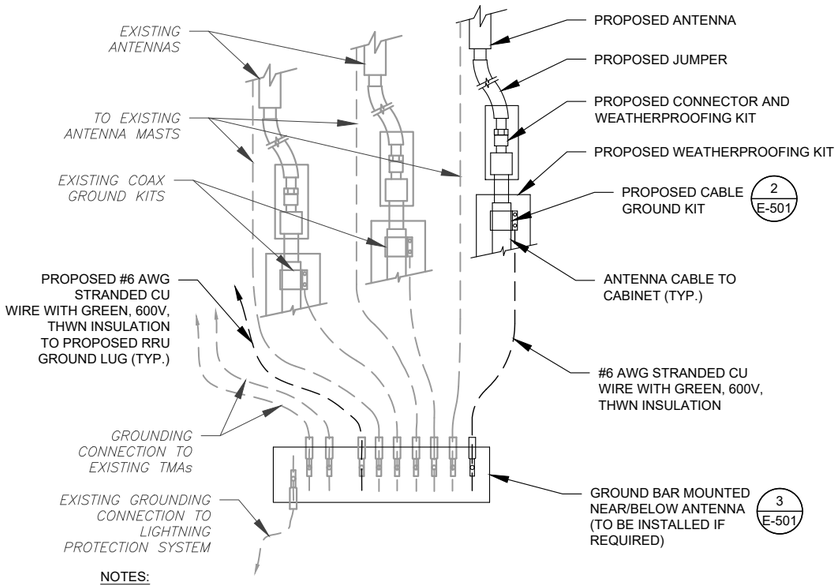
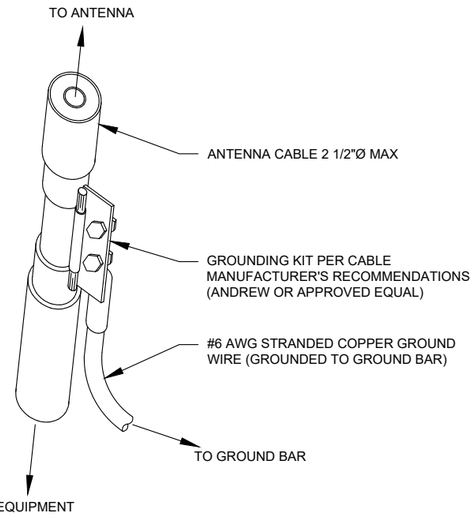


NOTES:

1. THIS DETAIL IS INTENDED TO SHOW THE GENERAL GROUNDING REQUIREMENTS. SLIGHT ADJUSTMENTS MAY BE REQUIRED BASED ON EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL MAKE FIELD ADJUSTMENTS AS NEEDED AND INFORM THE CONSTRUCTION MANAGER OF ANY CONFLICTS.
2. SITE GROUNDING SHALL COMPLY WITH T-MOBILE GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH T-MOBILE GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.

1 TYPICAL ANTENNA GROUNDING DIAGRAM

SCALE: N.T.S.

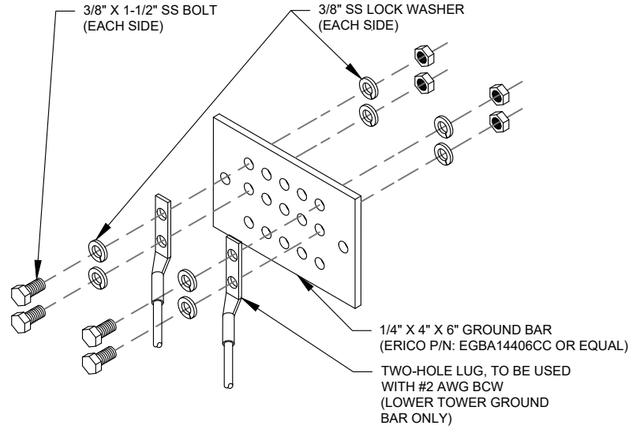


GROUND KIT NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. CONTRACTOR SHALL PROVIDE WEATHERPROOFING KIT (ANDREW PART NUMBER 221213) AND INSTALL/TAPE PER MANUFACTURER'S SPECIFICATIONS.

2 CABLE GROUND KIT CONNECTION DETAIL

SCALE: N.T.S.



GROUND BAR NOTES:

1. GROUND BAR KITS COME WITH ALL HARDWARE, NUTS, BOLTS, WASHERS, ETC. EXCEPT THE STRUCTURAL MOUNTING MEMBER(S).
2. GROUND BAR TO BE BONDED DIRECTLY TO TOWER.

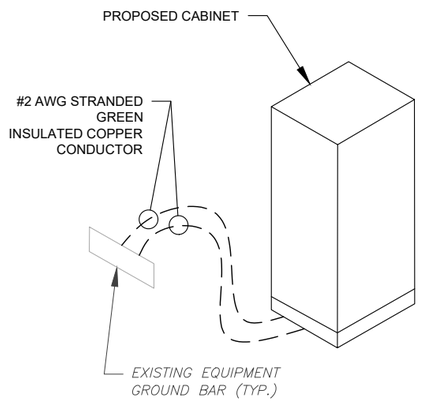
3 TOWER GROUND BAR DETAIL

SCALE: N.T.S.

STANDARD CONDUIT USE TABLE			
CONDUIT TYPE	USE CASE	LOCATION	USE CASE EXAMPLE
RMC (METALLIC)	AC, DC COMM	ABOVE GROUND	ABOVE GROUND PPC TO SSC
PVC	AC POWER	UNDERGROUND	UNDERGROUND PPC TO SSC OR BACKHAUL TRANSPORT HUB TO SSC
LFMC	AC, DC, COMM	MAX 6' PER CONDUIT RUN, ABOVE GROUND ONLY	TIGHT LOCATIONS BETWEEN HUB AND CONDUIT BUT NOT TO BE USED WHERE IT CAN BE STEPPED ON
EMT	INDOOR AC, DC COMM	INDOOR NOT EXPOSED TO THE OUTDOOR ENVIRONMENT (MUST BE DRY)	CIRCUIT PANEL TO JUNCTION BOX
LFNC	GROUND WIRE	CONCEALING AND PROTECTING BTCW RISERS ONLY	GROUND RING TO MGB OR SSC

EXCEPTION CONDUIT USE TABLE			
CONDUIT TYPE	USE CASE	LOCATION	USE CASE EXAMPLE
EMT (NOT PREFERRED)	OUTDOOR DC, COMM	OUTDOOR WHEN USED WITH WATERTIGHT HUBS ONLY	BETWEEN EQUIPMENT AND BATTERY CABINET OR EQUIPMENT TO EQUIPMENT CABINETS FOR INTER CABINET CONNECTION
RMC NONMETALLIC (ALUMINUM)	OUTDOOR/INDOOR PER NEC GUIDLINES	ABOVE GROUND	MAT BE USED AS A LOWER COST ALTERNATIVE TO METALLIC RMC, MUST MEET OR EXCEED FEDERAL SPEC: WW-C-540C, UL-6A, ANSI C80.5, NEC 344.10 (A) ALLOWS THE USE OF EITHER ALUMINUM OR GALVANIZED FITTINGS

4 CONDUIT USE TABLES



5 CABINET GROUNDING DETAIL

SCALE: N.T.S.

ELECTRICAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE T-MOBILE REPRESENTATIVE AND LOCAL UTILITY COMPANY FOR THE INSTALLATION OF CONDUITS, CONDUCTORS, BREAKERS, DISCONNECTS, OR ANY OTHER EQUIPMENT REQUIRED FOR ELECTRICAL SERVICE. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE STATE AND NATIONAL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS PROJECT.
2. ATC HAS NOT VERIFIED ANY EXISTING T-MOBILE GROUND EQUIPMENT OR ELECTRICAL LOADING. PROPOSED WORK BASED ON INSTALLATION CONFIGURATION PROVIDED BY T-MOBILE. CONTRACTOR TO VERIFY EXISTING T-MOBILE PANEL HAS SUFFICIENT SPACE FOR PROPOSED BREAKER. PROPOSED CABLE AND CONDUIT SHALL BE MINIMUM SIZE PER BELOW IN CHART.
3. FOR SPECIFIC CABINET / ANCILLARY EQUIPMENT WIRING REQUIREMENTS, THE T-MOBILE CONTRACTOR SHOULD REFERENCE DESIGN DOCUMENTS PROVIDED BY T-MOBILE FOR THIS CURRENT PROJECT CONFIGURATION, IN ACCORDANCE WITH LOCAL JURISDICTION REQUIREMENTS & NEC STANDARDS & PRACTICES.

VOLTS	OCPD SIZE	WIRE SIZE	GROUND	CONDUIT
120/240V OR 120/208V	80A/2P	3-#3 AWG	#8 AWG	1-1/4"
	100/2P	3-#2 AWG	#8 AWG	1-1/4"
	125A/2P	3-#3/0 AWG	#6 AWG	2"
	150A/2P	3-#3/0 AWG	#6 AWG	2"
	200A/2P	3-#3/0 AWG	#6 AWG	2"
240V OR 208V	80A/2P	2-#3 AWG	#8 AWG	1-1/4"
	100/2P	2-#2 AWG	#8 AWG	1-1/4"
	125A/2P	2-#3/0 AWG	#6 AWG	2"
	150A/2P	2-#3/0 AWG	#6 AWG	2"
	200A/2P	2-#3/0 AWG	#6 AWG	2"

6 ELECTRICAL NOTES

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
1 FENTON MAIN
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024

ATC SITE NUMBER:
205765

ATC SITE NAME:
MADISON PARK

T-MOBILE SITE NAME:
IA-0284 MADISON PARK

SITE ADDRESS:
1845 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:

(signature)

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Printed or typed name: Scott Wirgau
License Number: 23705
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: ALL

(date)

Digitally Signed: 2025-01-28

T-Mobile

ATC PROJ. #:	14878139_G0
CUST. ID:	IA-0284 MADISON PARK
CUST. #:	DM04527A

GROUNDING DETAILS

SHEET NUMBER:	REVISION:
E-501	0

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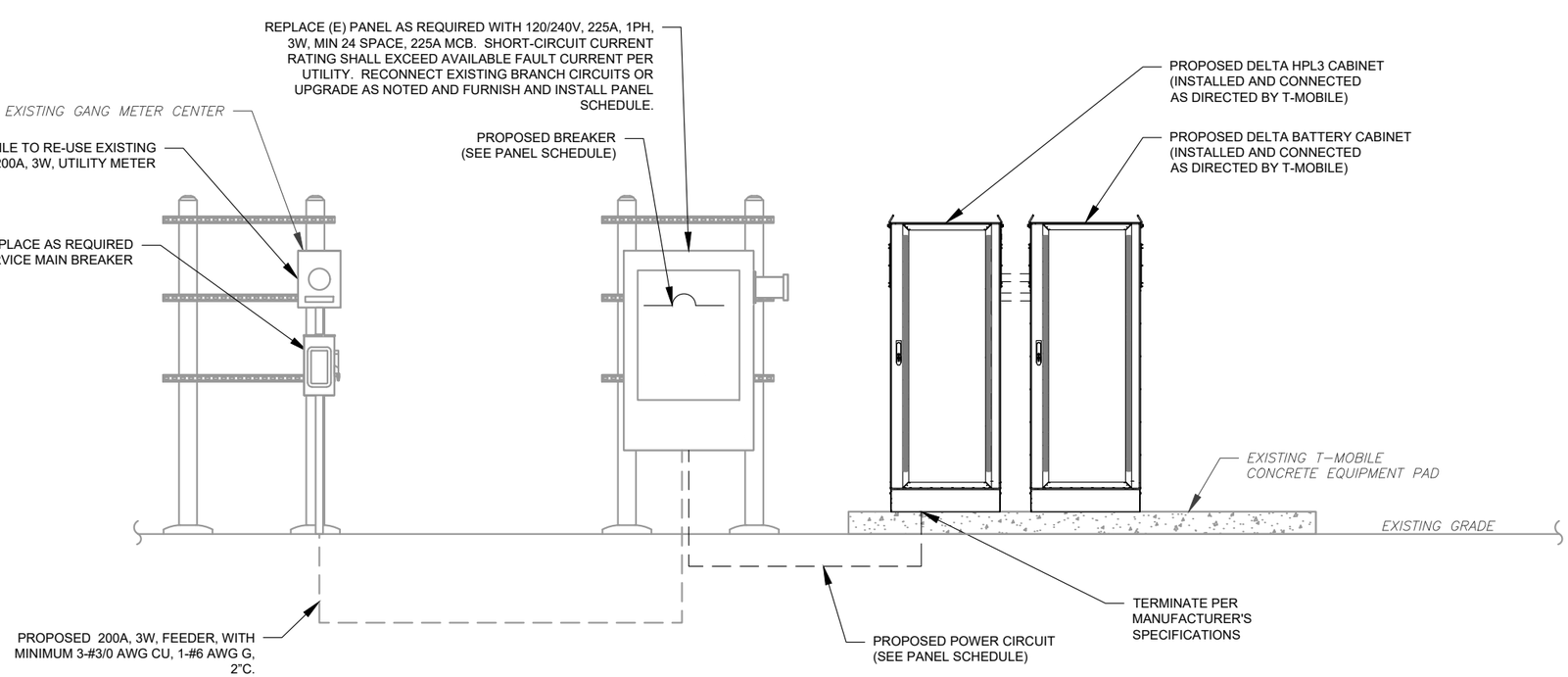
PANEL DESIGNATION:	TMO	TYPE:	LIGHTING & APPLIANCE	SYSTEM:	120/240V, 1Ø, 3W, 24 CKT	LOCATION:	TMO LEASE EQUIPMENT AREA
		MOUNTING:	SURFACE	MAIN BREAKER (MB):	225A		
		ENCLOSURE:	NEMA 3R	MAIN BUS RATING:	225A	PANEL NOTES:	PROPOSED
				MIN. A.I.C. RATING:	N/A		

CONNECTED LOAD (kVA)		BRIEF DESCRIPTION	FEEDER OR BRANCH CIRCUIT					POLE NO.	CIRC. NOTES		CIRC. NOTES	POLE NO.	FEEDER OR BRANCH CIRCUIT					BRIEF DESCRIPTION	CONNECTED LOAD (kVA)	
			BREAKER		CIRCUIT								CIRCUIT			BREAKER				
A	B		AMPS	POLES	WIRE	GND	COND.						COND.	GND	WIRE	POLES	AMPS		A	B
0.01		SURGE	60	2	3-#6	#10	1"	1				2	1/2"	#12	2-#12	1	20	GFI	0.18	
	0.01							3				4	1/2"	#12	2-#12	1	20	LIGHT		0.50
12.75		DELTA HPL3	200	2	3-#3/0	#6	2"	5				6	1/2"	#12	2-#12	1	20	AAV GFI	0.15	
	12.75							7				8								0.00
0.18		HPL3 GFI	20	1	2-#12	#12		9				10							0.00	
	5.25	HPL3 EXPANSION	100	2	3-#1	#8	2"	11				12								0.00
5.25								13				14							0.00	
	0.00							15				16								0.00
0.00								17				18							0.00	
	0.00							19				20								0.00
0.00								21				22							0.00	
	0.00							23				24								0.00
18.2	18.0								A	B	TOTAL								0.3	0.5
									18.5	18.5	37.0	CONNECTED LOAD (kVA)								
									18.5	18.5	37.0	DEMAND LOAD (kVA)								

DERATING FACTOR (80%)
DEMANDLOAD SIZING: 193 AMPS

1 PANEL SCHEDULE



2 ELECTRICAL SCHEMATIC

SCALE: N.T.S.

ELECTRICAL NOTES:

1. THIS DIAGRAM REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE T-MOBILE REPRESENTATIVE AND LOCAL UTILITY COMPANY FOR THE INSTALLATION OF CONDUITS, CONDUCTORS, BREAKERS, DISCONNECTS, OR ANY OTHER EQUIPMENT REQUIRED FOR ELECTRICAL SERVICE. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE STATE AND NATIONAL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS PROJECT.
3. ATC HAS NOT YET VERIFIED ANY EXISTING T-MOBILE GROUND EQUIPMENT OR ELECTRICAL LOADING. PROPOSED WORK BASED ON INSTALLATION CONFIGURATION PROVIDED BY T-MOBILE. CONTRACTOR TO VERIFY EXISTING T-MOBILE PANEL HAS SUFFICIENT SPACE FOR PROPOSED BREAKER.

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1 FENTON MAIN
SUITE 300
CARY, NC 27511
PHONE: (919) 468-0112

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REV.	DESCRIPTION	BY	DATE
0	FOR CONSTRUCTION	EDNA	12/6/2024

ATC SITE NUMBER:
205765
ATC SITE NAME:
MADISON PARK
T-MOBILE SITE NAME:
IA-0284 MADISON PARK

SITE ADDRESS:
1849 NORTH MAIN STREET
DUBUQUE, IA 52001

SEAL:

(signature)

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Printed or typed name: Scott Wirgau
License Number: 23705
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: ALL

(date)

Digitally Signed: 2025-01-28

T-Mobile

ATC PROJ. #:	14878139_G0
CUST. ID:	IA-0284 MADISON PARK
CUST. #:	DM04527A

PANEL SCHEDULE & ELECTRICAL SCHEMATIC

SHEET NUMBER:	REVISION:
E-601	0

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RAN Template:	A&L Template:
56792ZAH_SR_4T4R	56792ZAH_SR_4T4R

DM04527A_Anchor_1_draft

Print Name:
Standard
Project IDs with associated PORs:
DM04527A-0000844254
Anchor_Phase 3
Anchor_Phase 3
L600_L600 Coverage

Section 1 - Site Information

Site ID: DM04527A
Status: Draft
Version: 1
Project Type: Anchor
Approved: Not approved
Approved By: Not approved
Last Modified: 09/12/2024 3:18:26 PM
Last Modified By: Jon.Palmersheim40@T-Mobile.com

Site Name: IA-0284 Madison Park
Site Class: Stealth
Site Type: Structure Non Building
Plan Year:
Market: DES MOINES IA
Vendor: Nokia
Landlord: American Tower

Latitude: 42.50917435
Longitude: -90.67122443
Address: 1752 N Main St
City, State: Dubuque, IA
Region: CENTRAL

RAN Template: 56792ZAH_SR_4T4R			AL Template: 56792ZAH_SR_4T4R	
Sector Count: 3	**Antenna Count:** 3	**Coax Line Count:** 0	**TMA Count:** 0	**RRU Count:** 8

Proposed RAN Equipment

Template: 56792ZAH_SR_4T4R

Enclosure	1	2	3	4
Enclosure Type	Tower Top Mount (Nokia)	Delta HPL3.05 600A Site Support Cabinet	Ancillary Equipment (Nokia)	Delta LB3 Battery Cabinet (4 strings)
Radio	AHFII (x3): N1900, N2100 (DARK), L1900, L2100; AHLOB (x3): N600, L600; AZHL (x2): N2500			
Baseband		ASIB: L600, L1900, L2100; ASIL: N600, N1900, N2100 (DARK); ASIL: N1900, N2100 (DARK), N2500; FSMF: G1900		
Baseband Submodule		ABIA (x2): L1900, L2100; ABIA: L600; ABIL (x3): N1900, N2100 (DARK); ABIL (x2): N600; ABIO: N2500		
Baseband Subrack		AMIA (x2)		
Transport System		CSR IXRe V2 (Gen2)		
Hybrid Cable System			Hybrid Trunk 6/24 4AWG 70m (x2)	

RAN Scope of Work:

9/12/24 JP Change to APXVAA4L18_43-U-NA20 antenna and no TMAs are required at top of the antenna.

9/3/24 JP Option 1 Please add three (3) Kaelus - MI-54844 - Quad (8:4) B66/B25 + B41 Diplexer at the top of the tower so we can combine AHFII and AZHL together.

Option 2 Please substitute the octal antenna for APXVAA4L18_43-U-NA20 12 port antenna and don't include the Kaelus in the design.

Of change the antenna to

7/30/2024 JP lowered Centerline by 1.5 ft. Centerline can be adjusted as need as long as we stay within the 10 ft bay of the stealth tower.

7/30/2024 Replace the antenna with the latest antenna model previous model has reached End of Life.
6/21/2024 JP Made Final and added in FSMF

4/4/2024 JP
The image requires updating to reflect the AHLOB The replacement radio for the AHLOA.

1 CABINET CONFIGURATION

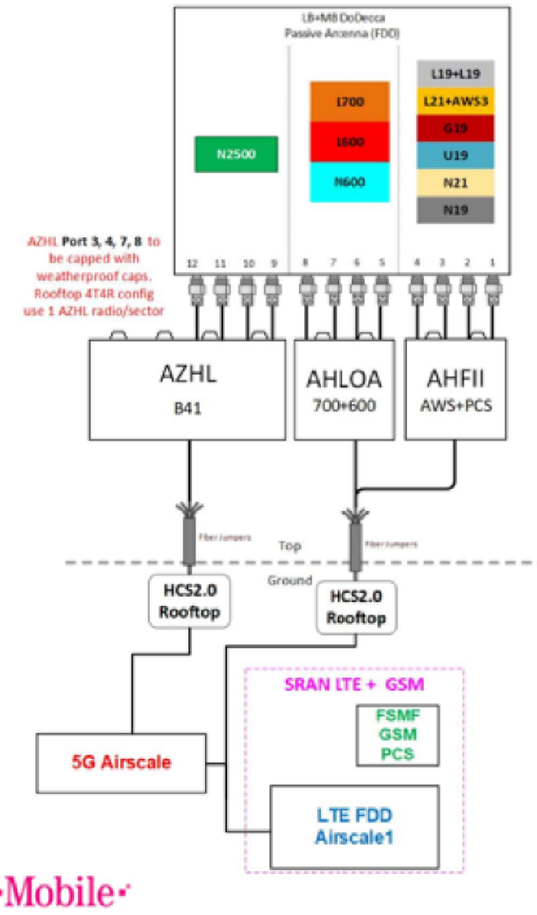
5672ZAH_SR_4T4R.png

Config: 56792ZAH_SR_4T4R

Configuration 56792ZAH_SR_4T4R

* For 5G and LTE Airscale BB dimensioning refer to Fiber Port matrices.

(Alpha, Beta & Gamma)



FDD - Lowband
B12 (L700) – 5 MHz
B71 (L600) –10 MHz
B71 (N600) – 15 MHz

FDD - Midband
B4/B66 (L2100) – 20 MHz
B66 (N2100) – 20 MHz
B2 (L1900) – 20 MHz
B25 (L1900) – 20 MHz
B25 (N1900) – 20 MHz
B66 (AWS3) – 5MHz
SRAN – GSM/UMTS PCS

TDD - Band 41
N41(2.5GHz) – 100MHz + 80MHz

T··Mobile··

Notes:

2 ANTENNA CONFIGURATION

NOTE: THIS SHEET CREATED BY OTHERS AND PROVIDED BY REQUEST OF CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-601	1

DRAFT

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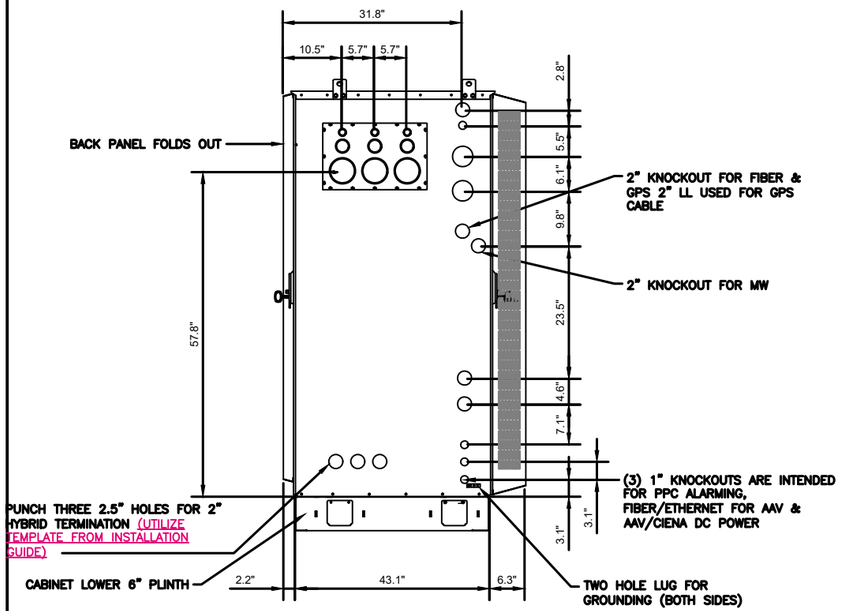
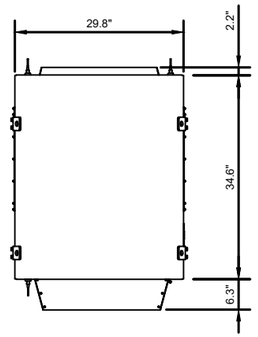
MANUFACTURER:	DELTA
MODEL:	HPL3.05 (HP–LARGE POWER CABINET)
DIMENSIONS:	72" x 30" x 34.6" (H x W x D)
WEIGHT:	860 LBS (NO EQUIPMENT)

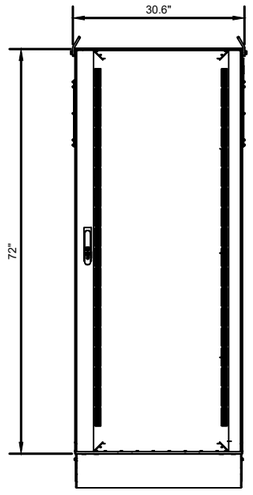
NOTE:
- CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL THROUGH KNOCKOUTS
- CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND OR CABLING



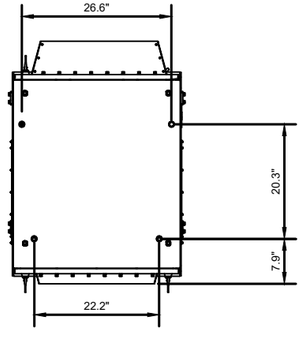
LEFT VIEW



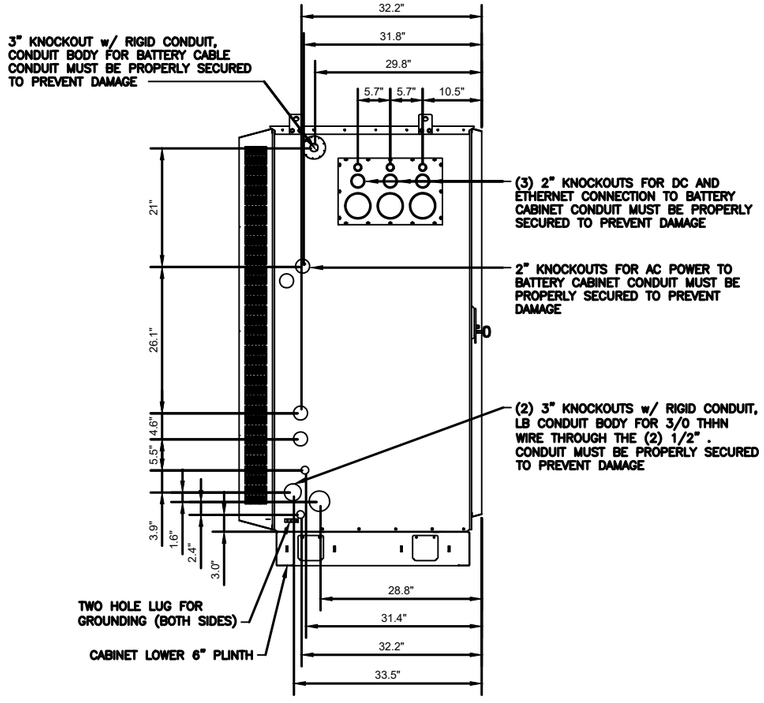
PLAN VIEW



FRONT VIEW



BOLT DOWN PATTERN



RIGHT VIEW

GROUNDING NOTE:

"CABINET GROUNDING TO USE A SINGLE, #2 BTCW CONDUCTOR, W/ 2–HOLE, 1" C–C, LONG BARREL, WINDOW LUG, IN 3/4" LFNC TO GROUND RING. PLINTH GROUNDING IS NOT REQUIRED."

1 34867 - HPL3.05 DELTA SITE SUPPORT CABINET

SCALE: N.T.S.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-602	0

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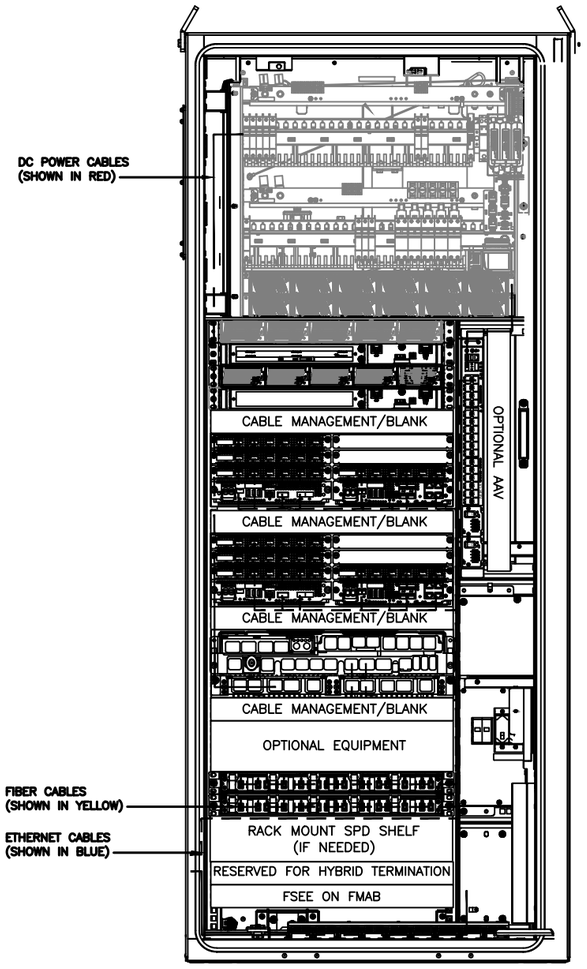
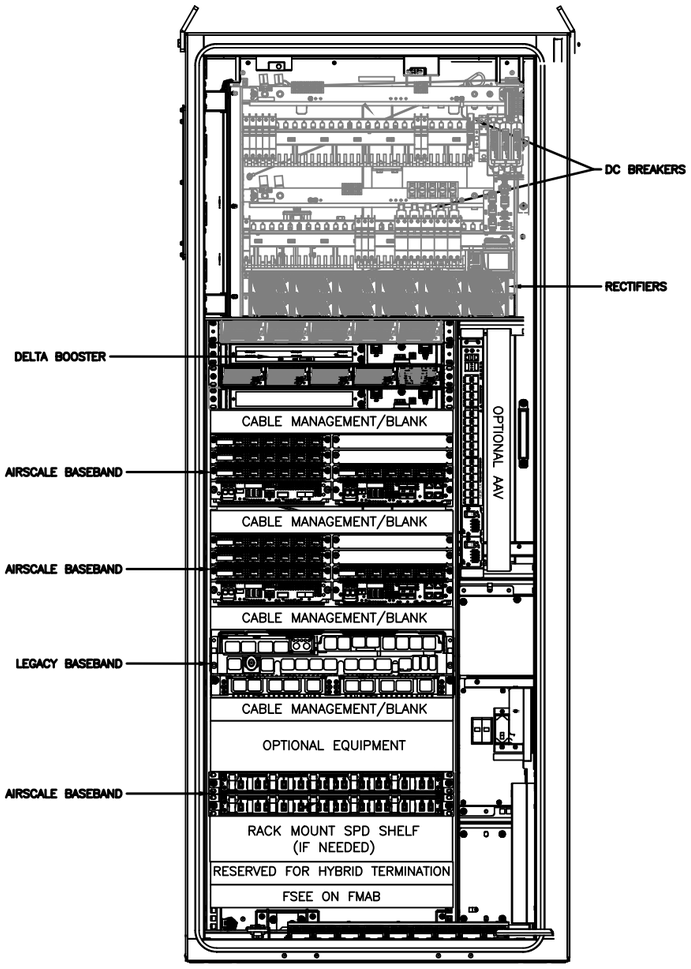


INTERNAL ROUTING
(DOOR OPEN)

RU SLOTS	RACK ASSIGNMENTS
	BREAKER SHELF
	RECTIFIER SHELF SHELF
1	DELTA VOLTAGE BOOSTER #1 – 2 RU
2	
3	DELTA VOLTAGE BOOSTER #2 – 2 RU
4	
5	CABLE MANAGEMENT
6	AIRSCALE #1
7	
8	
9	CABLE MANAGEMENT
10	AIRSCALE #2
11	
12	
13	CABLE MANAGEMENT
14	LEGACY BASEBAND
15	
16	
17	CABLE MANAGEMENT
18	OPTIONAL EQUIPMENT
19	
20	
21	FIBER TRAY #2
22	FIBER TRAY #1
23	RACK MOUNT SPD SHELF (IF NEEDED)
24	
25	UNUSED/RESERVED
26	FSEE ON FMBA
27	FLOOR SPD SHELF



FRONT VIEW
(DOOR OPEN)

1 34867 - HPL3.05 DELTA SITE SUPPORT CABINET

SCALE: N.T.S.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-603	0

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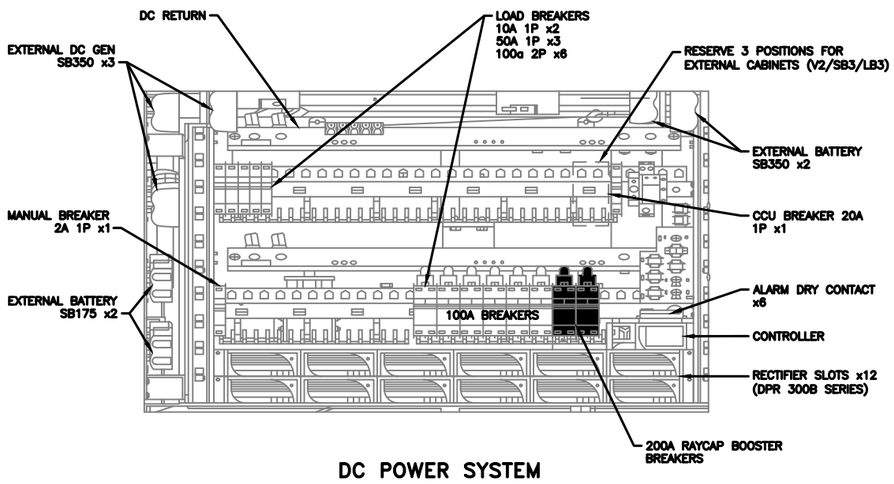
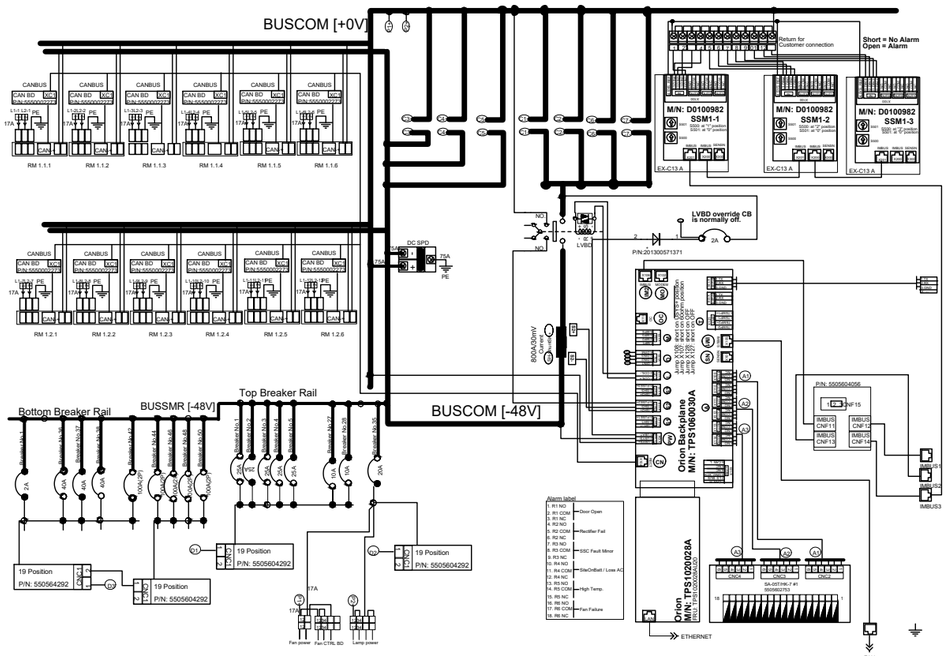


DC POWER SYSTEM

Delta HPL3.1 Upper Distribution Shelf																														
CB Slot	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Breaker	25A	25A	25A	25A	25A	25A	25A	25A	25A	25A			100A		100A		100A		100A		100A						10A	10A	10A					10A	20A
Usage	Baseband # 1		Baseband # 2		Baseband # 3		Baseband # 4		Baseband # 5				Hybrid #2 IF Second Voltage Booster is needed for more than 6 boosted radios.														IXR-e PSU 1		IXR-e PSU 2		AAV			Reserved for Cabinets		Reserved for Cabinets		Battery Cabinet	Cabinet Controls

Delta HPL3.1 Lower Distribution Shelf																																			
CB Slot	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Breaker	2A																	40A	40A	40A	40A	40A	40A	100A		100A		100A		100A		100A			
Usage	LVD Bypass							Battery Breakers (Typically Unused)										6 x 24 Hybrid # 2 - Unboosted Radios							6 x 24 Hybrid # 1 - Voltage Booster										



1 34867 - HPL3.05 DELTA SITE SUPPORT CABINET

SCALE: N.T.S.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-604	0

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NOTE:

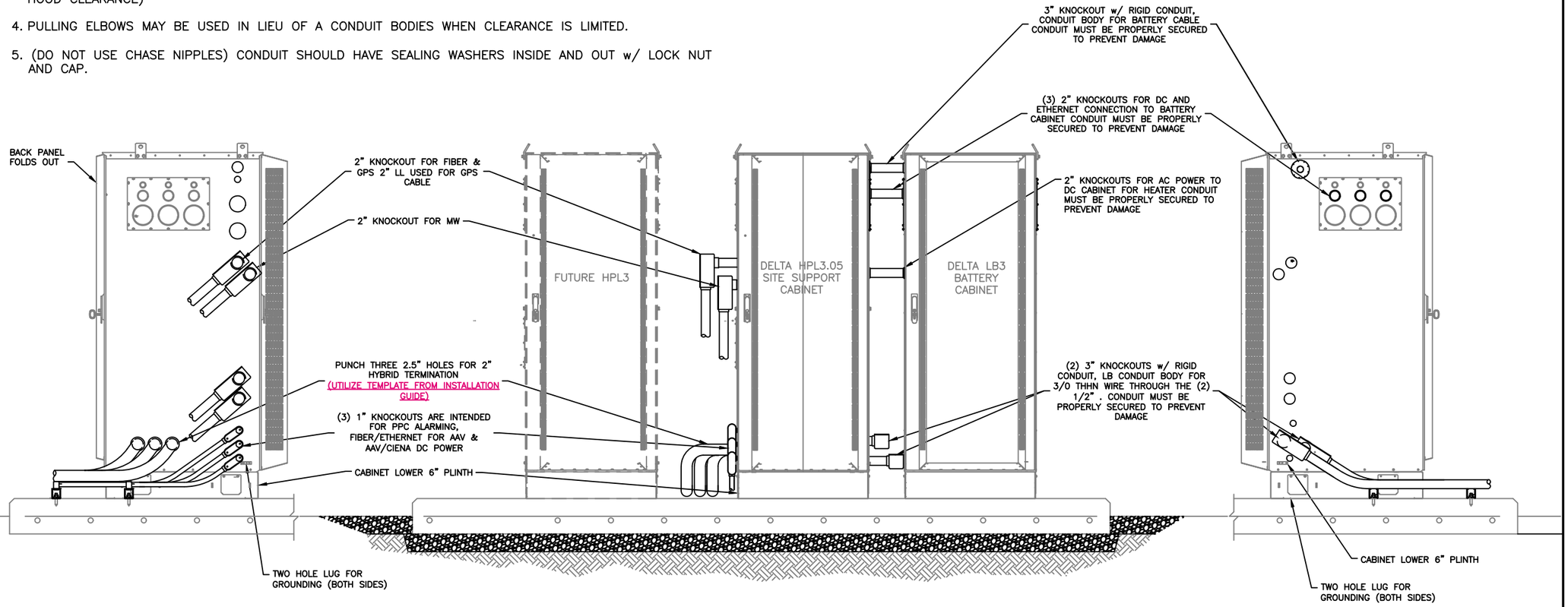
1. ALL CONDUIT AND FITTING ENTRANCES INTO CABINETS AND ENCLOSURES MUST UTILIZE MYERS OR EQUIVALENT HUBS OR SEALING WASHERS TO PREVENT WATER ENTRY/SEEPAGE INTO CABINETS AND ENCLOSURES.

2. (LIQUIDFLEX) FLEXIBLE METALLIC CONDUIT (LFMC) & ASSOCIATED FITTINGS CAN BE USED AS NEEDED BUT ONLY FOR TIGHT CONDUIT BENDS AND RUNS SUBJECT TO UL AND NEC LIMITATIONS. 6' MAX PER CONDUIT RUN.

3. POWER CONDUIT BODY ATTACHED WITH SHORT NIPPLE AND SEALING WASHER INSIDE & OUT. (FOR DOOR HOOD CLEARANCE)

4. PULLING ELBOWS MAY BE USED IN LIEU OF A CONDUIT BODIES WHEN CLEARANCE IS LIMITED.

5. (DO NOT USE CHASE NIPPLES) CONDUIT SHOULD HAVE SEALING WASHERS INSIDE AND OUT w/ LOCK NUT AND CAP.



1 34867 - HPL3.05 DELTA SITE SUPPORT CABINET

SCALE: N.T.S.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-605	0

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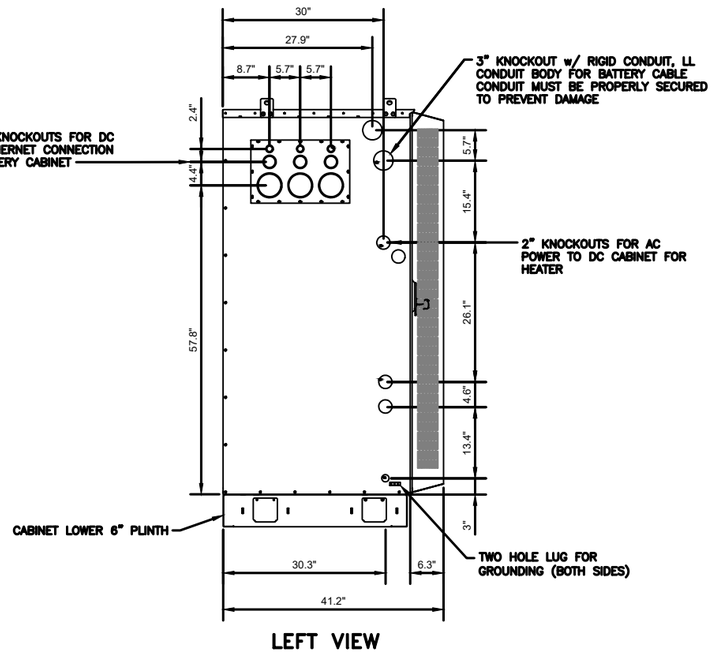
MANUFACTURER:	DELTA
MODEL:	LB3 BATTERY SUPPORT CABINET
DIMENSIONS:	72" x 30" x 35" (H x W x D)
WEIGHT:	509 LBS (WITHOUT EQUIPMENT)

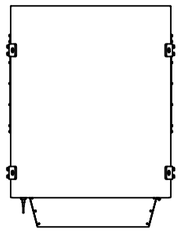
NOTE:
- CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL THROUGH KNOCKOUTS
- CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND OR CABLING



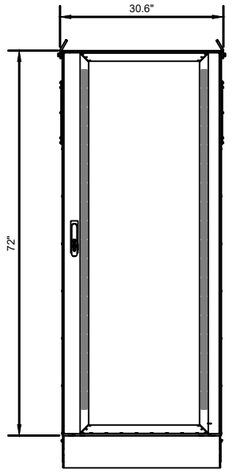
LEFT VIEW

GROUNDING NOTE:

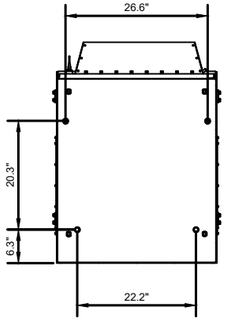
"CABINET GROUNDING TO USE A SINGLE, #2 BTCW CONDUCTOR, W/ 2-HOLE, 1" C-C, LONG BARREL, WINDOW LUG, IN 3/4" LFNC TO GROUND RING. PLINTH GROUNDING IS NOT REQUIRED."



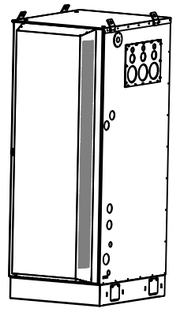
PLAN VIEW

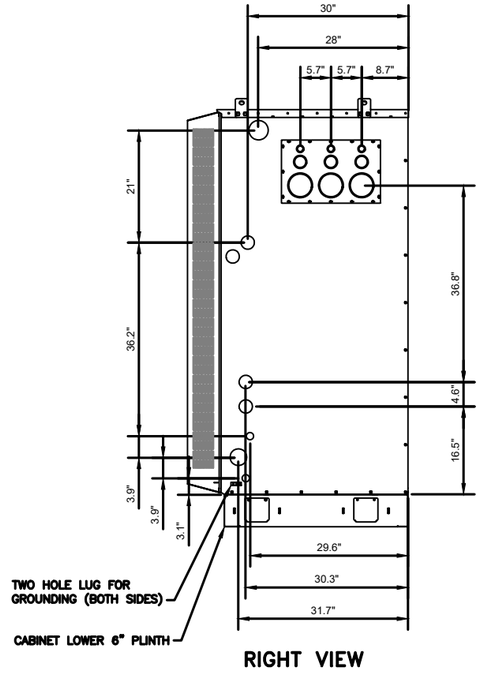


FRONT VIEW



BOLT DOWN PATTERN





RIGHT VIEW

1 DELTA LB3 BATTERY CABINET SPECIFICATIONS

SCALE: N.T.S.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-606	0

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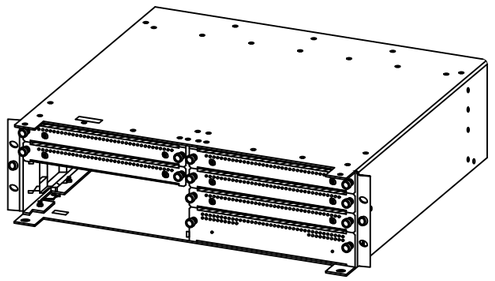
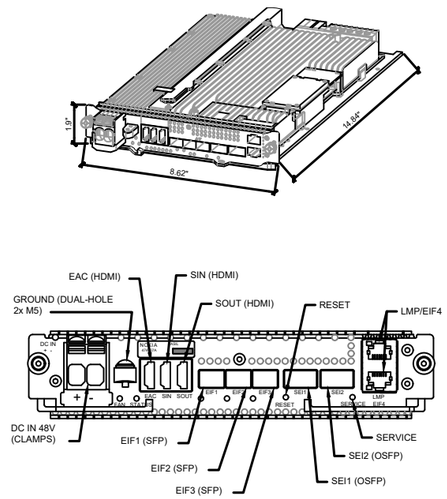
MANUFACTURER:	NOKIA
MODEL:	AMIA
WEIGHT:	11.2 LBS (UNIT ONLY)
DIMENSIONS:	5.1"X15.7"X17.6"



1 AMIA DETAIL

SCALE: N.T.S.

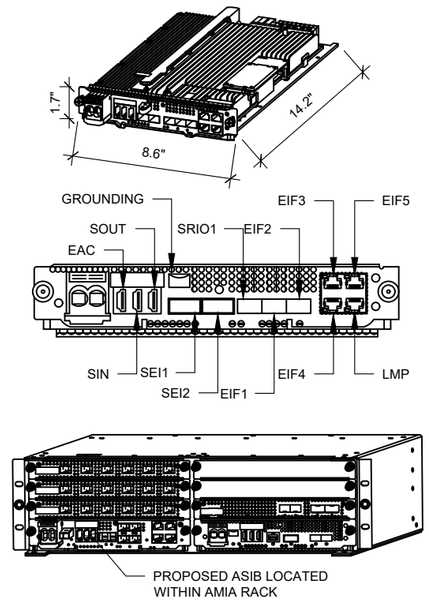
MANUFACTURER:	NOKIA
MODEL:	ASIL CONTROLLER CARD (474767A)
DIMENSIONS:	1.9" X 8.62" X 14.84"
WEIGHT:	6.8 LBS



2 ASIL DETAIL

SCALE: N.T.S.

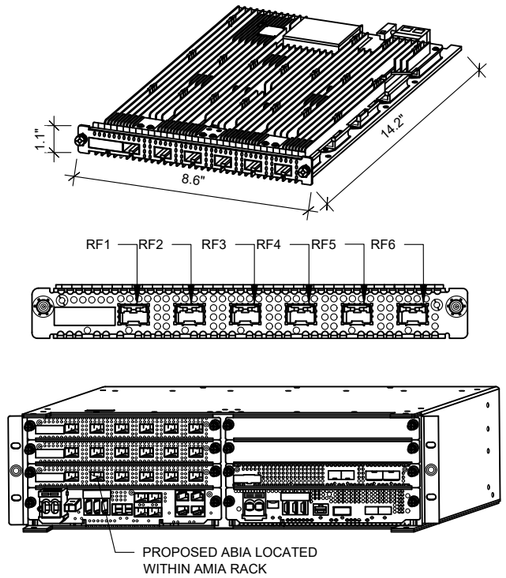
MANUFACTURER:	NOKIA
MODEL:	ASIB
WEIGHT:	6.4 LBS
DIMENSIONS:	8.6"X14.2"X1.7"



3 ASIB DETAIL

SCALE: N.T.S.

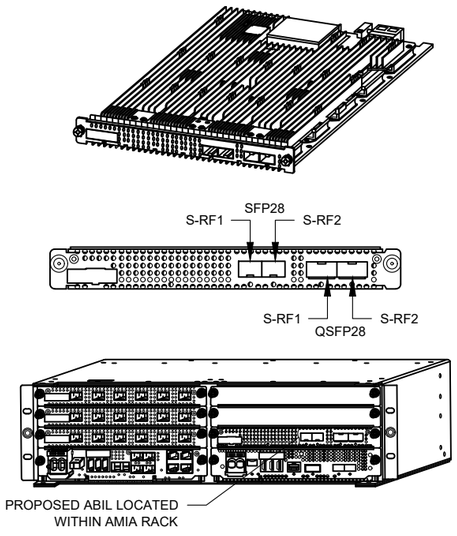
MANUFACTURER:	NOKIA
MODEL:	ABIA
WEIGHT:	4.6 LBS
DIMENSIONS:	8.6"X14.2"X1.1"



4 ABIA DETAIL

SCALE: N.T.S.

MANUFACTURER:	NOKIA
MODEL:	ABIL
WEIGHT:	4.4 LBS
DIMENSIONS:	8.6"X14.2"X1.1"

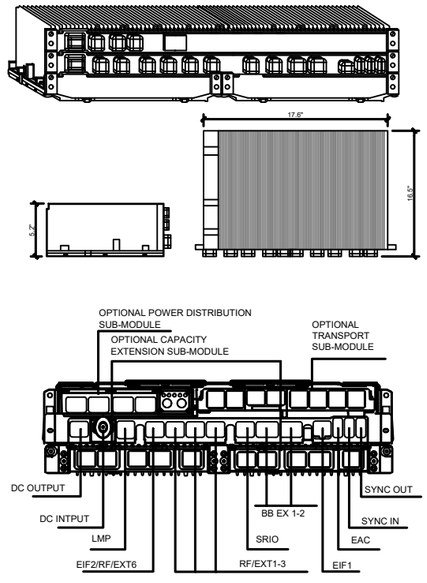


5 ABIL DETAIL

SCALE: N.T.S.

MANUFACTURER:	NOKIA
MODEL:	FSMF
WEIGHT:	25.3 LBS
DIMENSIONS:	5.2" X 17.6" X 16.5"

NOTE:
FSMF SHALL BE PLACED WITHIN RADIO CABINET PER T-MOBILE REQUIREMENTS

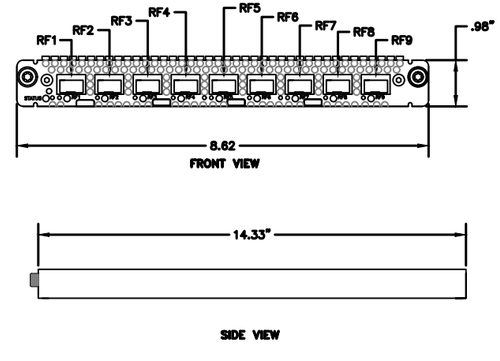


6 32246 - FSMF SYSTEM MODULE

SCALE: N.T.S.

MANUFACTURER:	NOKIA
MODEL:	ABIO INTERFACE
WEIGHT:	5.84 LBS
DIMENSIONS:	0.98"x8.62"x14.33"

LABEL	FUNCTION	CONNECTOR TYPE	ADDITIONAL INFORMATION
RF1 TO RF9	FRONTHAUL INTERFACES TO RADIO UNITS	SFP28	eCPRI 10/25GE (10/25G BASE-SR/LR/ER) - WITHOUT MACsec EIGHT PORT ARE: CPRI-CAPABLE (LINE RATES:2.45/4.91/9.83 Gbps w/ IQ COMPRESSION) OBSAI-READY



7 ABIO DETAIL

SCALE: N.T.S.

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SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-607	0

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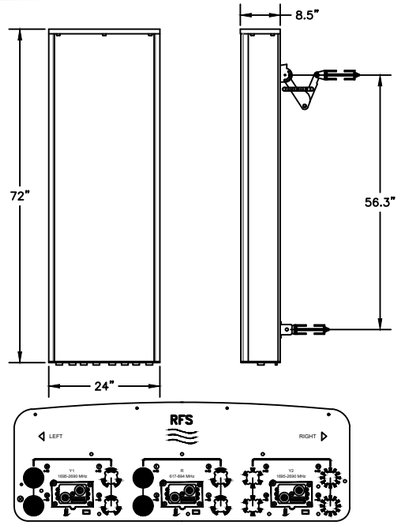
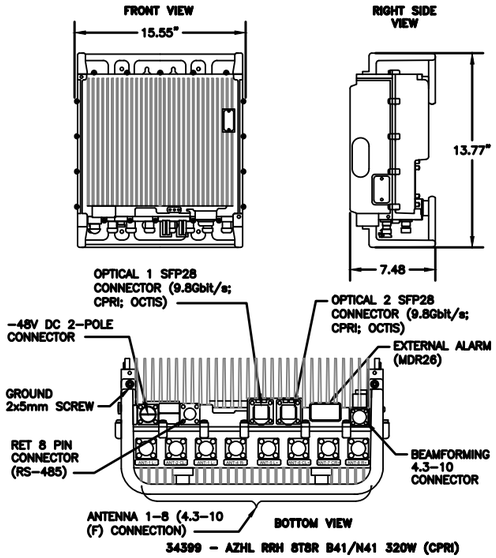
MANUFACTURER:	RFS
MODEL:	APXVAA4L18_43-U-NA20
DIMENSIONS:	72" x 24" x 8.5" H x W x D
WEIGHT:	106 LBS
BAND/PORTS:	HEX BAND 12 x 4.3-10 (F) + 6 AISG 3 (M) / 3 (F)
MOUNTING KIT WEIGHT:	APM40-10E BEAM TILT KIT (INCLUDED) (16.53 LBS)



1 34016 - RFS APXVAA4L18_43-U-NA20

SCALE: N.T.S.

MANUFACTURER:	NOKIA
MODEL:	AZHL RRH (A75432A – SR002812/5GC002305)
DIMENSIONS:	13.77" x 15.55" x 7.48" (H x W x D)
WEIGHT:	52.2 LBS
BAND:	8T8R B41 / N41 (CPRI)

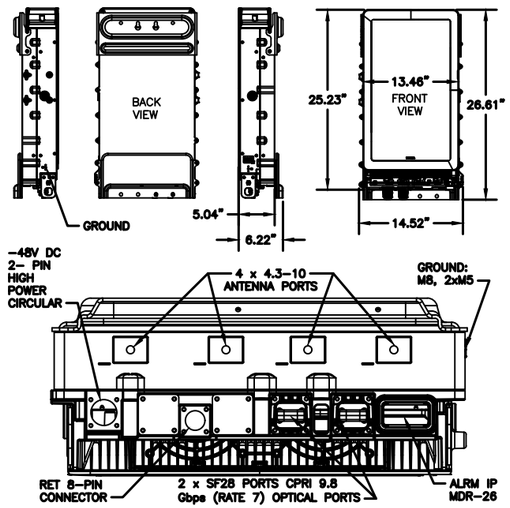


34399 – AZHL RRH 8T8R B41/N41 320W (CPRI)

2 34399 - AZHL RRH 8T8R B41/N41

SCALE: N.T.S.

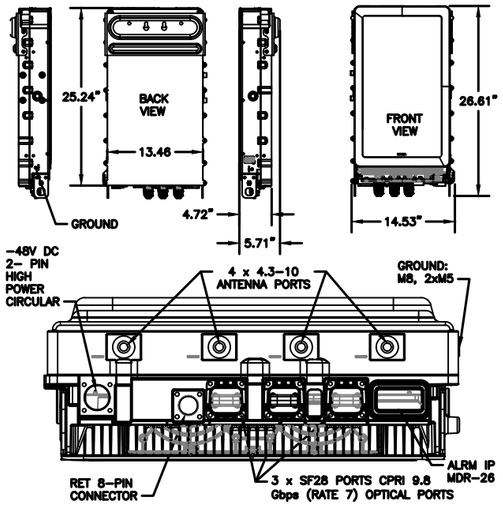
MANUFACTURER:	NOKIA (475910A)		
MODEL:	AHLOB AIRSCALE – 4T4R – B71/85 320W		
DIMENSIONS:	26.61" x 14.52" x 6.22" (H x W x D)		
WEIGHT:	81.57 LBS		
MOUNT P/N:	FPKA (2000012738)	WEIGHT:	3.3 LBS



3 34630 - AHLOB DUAL BAND RRH B71 B85

SCALE: N.T.S.

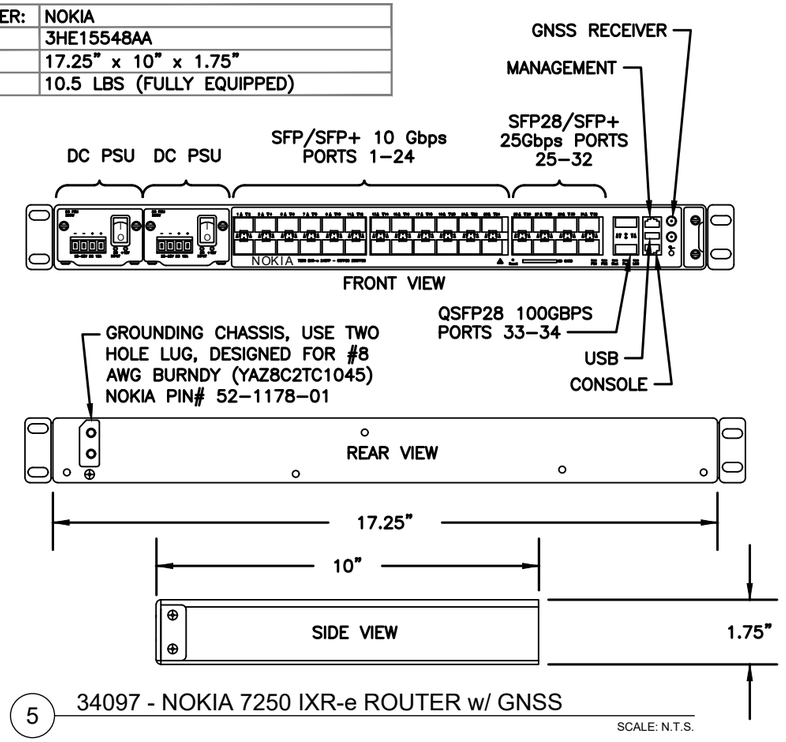
MANUFACTURER:	NOKIA (475656A)		
MODEL:	AHFII AIRSCALE – 4T4R – B25/66 480W		
DIMENSIONS:	26.61" x 14.53" x 5.71" (H x W x D)		
WEIGHT:	70.55 LBS		
MOUNT P/N:	FPKA (2000012738)	WEIGHT:	3.3 LBS



4 34577 - AHFII - 4T4R DUAL-BAND RADIO

SCALE: N.T.S.

MANUFACTURER:	NOKIA
MODEL:	3HE15548AA
DIMENSIONS:	17.25" x 10" x 1.75"
WEIGHT:	10.5 LBS (FULLY EQUIPPED)



5 34097 - NOKIA 7250 IXR-e ROUTER w/ GNSS

SCALE: N.T.S.

NOTE: THIS SHEET CREATED BY OTHERS AND PROVIDED BY REQUEST OF CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-608	1

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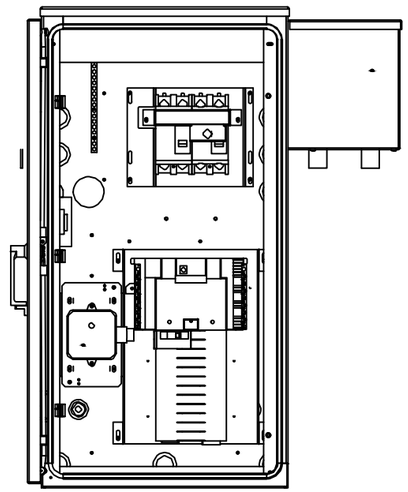
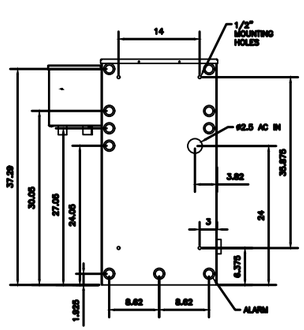
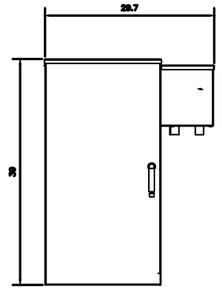
MANUFACTURER:	DELTA
MODEL:	4910163600 225AMP MINI PPC CAMLOCK w/ALARM
DIMENSIONS:	29.7" x 39" x 11.2" (W x H x D)
WEIGHT:	71 LBS

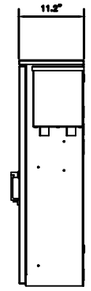




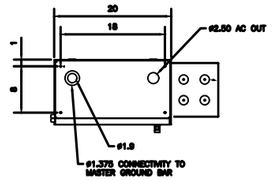
BACK VIEW



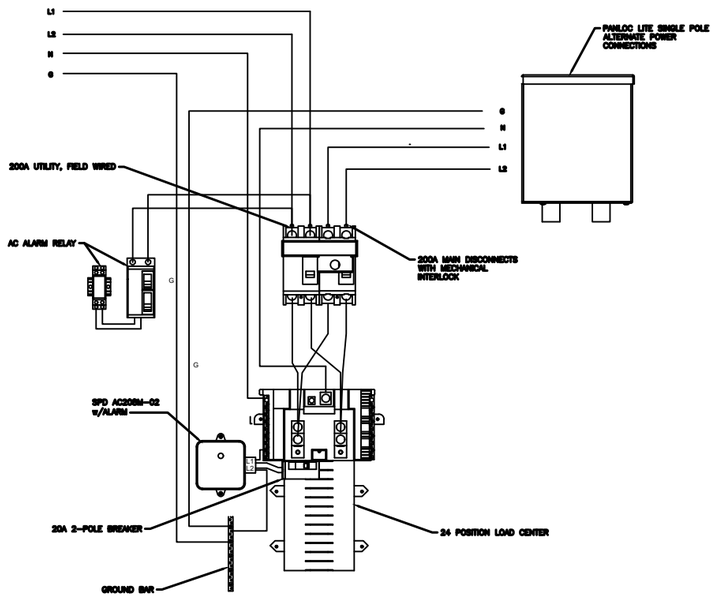
FRONT VIEW



RIGHT SIDE VIEW



BOTTOM VIEW



FRONT FACE DOOR OPEN

1 34293 - DELTA 225AMP MINI PPC HR CAMLOCK w/ALARMS

SCALE: N.T.S.

NOTE: THIS SHEET CREATED BY OTHERS AND PROVIDED BY REQUEST OF CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-609	0

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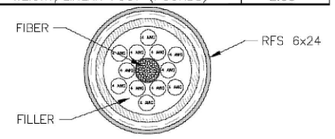
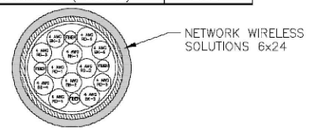
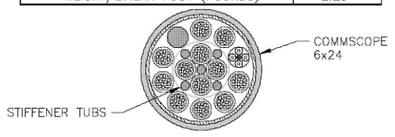
PARAMETER	VALUE
NOMINAL DIAMETER (INCHES)	2
CROSS-SECTION AREA (SQUARE INCHES)	3.13
JACKET COLOR	BLACK
WEIGHT/LINEAR FOOT (POUNDS)	2.55



PARAMETER	VALUE
NOMINAL DIAMETER (INCHES)	1.79
CROSS-SECTION AREA (SQUARE INCHES)	2.52
JACKET COLOR	BLACK
WEIGHT/LINEAR FOOT (POUNDS)	2.65

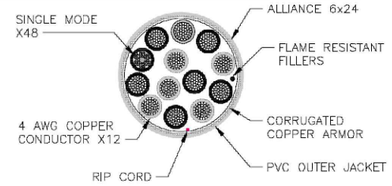


PARAMETER	VALUE
NOMINAL DIAMETER (INCHES)	1.76
CROSS-SECTION AREA (SQUARE INCHES)	2.43
JACKET COLOR	BLACK
WEIGHT/LINEAR FOOT (POUNDS)	2.29

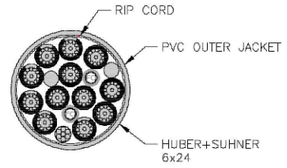


(6x24) HYBRID TRUNK CROSS SECTION 1
8.5" x 11" SCALE N.T.S. | 11" x 17" SCALE N.T.S.

PARAMETER	VALUE
NOMINAL DIAMETER (INCHES)	1.8
CROSS-SECTION AREA (SQUARE INCHES)	2.54
JACKET COLOR	BLACK
WEIGHT/LINEAR FOOT (POUNDS)	2.48



PARAMETER	VALUE
NOMINAL DIAMETER (INCHES)	1.62
CROSS-SECTION AREA (SQUARE INCHES)	2.04
JACKET COLOR	BLACK
WEIGHT/LINEAR FOOT (POUNDS)	2.39



(6x24) HYBRID TRUNK CROSS SECTION 2
8.5" x 11" SCALE N.T.S. | 11" x 17" SCALE N.T.S.

Cable Vendor	Cable Type	Nominal OD (in.)	C.S. Area (sq. in.)	Weight (lbs./ft)	enTop Breakout	MAX ENTITLEMENT	
HCS 2.0	6 AWG 25' to 225' cable lengths				HCS Pendant (Breakout) Dimension (in.)		
Alliance	6x24 6AWG	1.46	1.67	1.61	16.36 x 9.30 x 5.79 (sq./in 152.15)	Nominal OD (in.)	1.55
CommScope	6x24 6AWG	1.55	1.89	1.71	19.37 x 10.83 x 5.12 (sq./in 235.07)	C.S. Area (sq./in.)	1.89
NWS	6x24 6AWG	1.48	1.72	1.61	15.95 x 10.20 x 3.21 (sq./in 162.69)	Weight (lbs./ft)	1.71
Amphenol	6x24 6AWG	1.46	1.67	1.65	19.37 x 10.83 x 5.12 (sq./in 209.78)	Pendant (sq/in)	235.07
	4 AWG 250' to 450' cable lengths						
Alliance	6x24 4AWG	1.8	2.54	2.48	16.36 x 9.30 x 5.79 (sq./in 152.15)	Nominal OD (in.)	1.8
CommScope	6x24 4AWG	1.76	2.43	2.4	19.37 x 10.83 x 5.12 (sq./in 235.07)	C.S. Area (sq./in.)	2.54
NWS	6x24 4AWG	1.79	2.52	2.65	15.95 x 10.20 x 3.21 (sq./in 162.69)	Weight (lbs./ft)	2.65
Amphenol	6x24 4AWG	1.71	2.3	2.55	19.37 x 10.83 x 5.12 (sq./in 209.78)	Pendant (sq/in)	235.07
6x24					6x24 Canister Breakout - OD x Length (in.)		
Alliance	6x24 4AWG	1.8	2.54	2.48	3.11 x 9.45 (c.s. Area 7.60)	Nominal OD (in.)	2
CommScope	6x24 4AWG	1.76	2.43	2.29	2.68 x 9.81 (c.s. Area 5.64)	C.S. Area (sq./in.)	3.13
H&S	6x24 4AWG	1.62	2.04	2.39	3.82 x 9.26 (c.s. Area 11.46)	Weight (lbs./ft)	2.65
NWS	6x24 4AWG	1.79	2.52	2.65	2.99 x 8.82 (c.s. Area 7.02)	Canister (sq/in)	11.46
RFS	6x24 4AWG	2	3.13	2.55	2.88 x 9.72 (c.s. Area 6.51)		

(6x24) HYBRID TRUNK ENTITLEMENT INFORMATION 3
8.5" x 11" SCALE N.T.S. | 11" x 17" SCALE N.T.S.

1 HYBRID TRUNK INFORMATION (6X24)
SCALE: N.T.S.

NOTE: THIS SHEET CREATED BY OTHERS AND PROVIDED BY REQUEST OF CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER: R-610

REVISION: 0

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Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4805
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

HISTORIC PRESERVATION COMMISSION
NOTICE OF DECISION TO APPLICANT
DESIGN REVIEW

APPLICANT: American Tower Corporation, James Moser (agent)

OWNER: City of Dubuque

LOCATION: 1824 N. Main Street (cellular tower)

DISTRICT: Jackson Park Neighborhood Conservation District
Seminary Hill Residential National Register Historic District

DATE OF PUBLIC MEETING/DECISION: July 17, 2025

The Historic Preservation Commission of the City of Dubuque, Iowa hereby renders and gives notice of its decision on the above-cited application in conformance with Title 16, Chapter 10 of the Unified Development Code.

APPLICATION: The applicant seeks approval for modification to cellular antennae monopole.

PUBLIC MEETING: After notice, as required by law, a Public Meeting was held on July 17, 2025. Minutes of the meeting and copies of materials submitted in evidence and this notice of decision are on file in the Office of Planning Services, City Hall, Dubuque, Iowa.

FINDINGS: Based on the specific information presented at the Public Meeting and contained in the application, and in accordance with the applicable standards of review in the Unified Development Code, the Commission has determined that the application will meet the standards for granting a certificate of appropriateness as required by Title 16, Chapter 10 of the Unified Development Code.

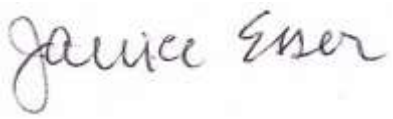
DECISION: By a vote of 6 to 0, as indicated in the minutes, the Historic Preservation Commission recommended approval to the City Council for the application as submitted, with the conditions that:

1. The antennae sheath matches the texture, color and surface as the existing pole.
2. The structure should no longer be used as a flagpole.

APPEALS FROM COMMISSION ACTION: As stated in Title 16, Chapter 10 of the Unified Development Code, an aggrieved party may appeal the Commission's action to the City Council by filing a notice of appeal with the Planning Services Department within thirty (30) days from the date of notice of the commission's action. Upon filing of a notice of appeal, the Planning Services Department shall immediately transmit such notice and the record of the action before the Commission to the City Clerk. On appeal, the City Council shall consider only the record of the action before the Commission. No new matter may be considered. The city council shall

consider whether the commission has exercised its powers and followed the guidelines established by law and this chapter, and whether the Commission's action was patently arbitrary or capricious. The City Council may affirm or reverse the Commission's action or may refer the matter back to the Commission for such further action as may be appropriate. The City Clerk shall give written notice of the City Council's decision on appeal within seven (7) days of the City Council's decision to the appellant and the Historic Preservation Commission. An appellant who is not satisfied by the decision of the City Council may appeal within sixty (60) days of the City Council's decision to the District Court for Dubuque County, pursuant to Iowa Code section 303.34.

Filed in the Office of Planning Services Department on the 18th of July, 2025.



Janice Esser, Chairperson
Historic Preservation Commission

CC: Mike Belmont, Building Official

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

ZONING BOARD OF ADJUSTMENT
NOTICE OF DECISION TO APPLICANT
CONDITIONAL USE PERMIT

DOCKET: 33-25

APPLICANT: Jim Moser, Phase 1 Consulting, American Tower Corp.

LOCATION: 1824 N. Main Street

DATE OF PUBLIC HEARING/DECISION: August 28, 2025

The Zoning Board of Adjustment of the City of Dubuque, Iowa hereby renders and gives notice of its decision on the above-captioned application in conformance with Section 8-5.4 of the Unified Development Code (Title 16 of the Dubuque City Code).

APPLICATION: The applicant seeks a Conditional Use Permit to modify an existing cell tower in an R-2 Two Family Residential zoning district.

PUBLIC MEETING: After notice, as required by law, a Public Meeting was held on August 28, 2025. Minutes of the meeting and copies of materials submitted in evidence are on file in the Office of Planning Services, City Hall, Dubuque, Iowa.

FINDINGS: Based on the specific information presented at the Public Meeting and contained in the application, and in accordance with the applicable standards in the Unified Development Code, the Board has determined that the application will meet the standards governing the granting of a Conditional Use Permit as set forth in Section 8-5.4 of the Unified Development Code.

DECISION: By a vote of 4-0, as indicated in the minutes, the Board approved the Conditional Use Permit, with the following conditions:

1. That the antennae sheath matches the texture, color, and surface as the existing pole.
2. That the modified monopole should no longer be used as a flagpole.
3. That City Council approves both the design and lease/license.

VALIDITY: This Conditional Use Permit granted by the Board shall be valid for a period of 2 years from the date on which the Board grants the Permit, unless within such two-year period a building permit is obtained and the erection or alteration of a structure is started, or an occupancy permit is obtained, if required, and the use is commenced. The Board may grant a maximum of one extension not exceeding six (6) months, upon written application, without notice of hearing.

Filed in the Office of the Planning Services Department on the 29th day of August, 2025.

Jonathan McCoy, Chairperson
Zoning Board of Adjustment

cc: Applicant via Email

VIA Email

9/24/2024

City of Dubuque IA
Attn: City Manager
50 W. 13th St.
Dubuque, IA 52001

RE:

Site Number: 205765 / Site Name: Madison Park / Customer Name: T-Mobile (the "Customer") / Project Number: 14878139 (the "Project")
Communications Facility located at Site Address: 1824 North Main Street, Dubuque, IA 52001 (the "Site")
Request for Consent & Authorization

Dear Landlord:

Pursuant to the ground agreement for the above-referenced Site, we are requesting your consent of Customer's proposed modifications. This consent shall apply to any alteration or tower modification related to the Project.

American Tower will continue to be responsible for performance of all obligations under the ground agreement. Please acknowledge your approval by signing in the space provided below. If you have any questions, please do not hesitate to contact me. Please return this letter immediately to the address listed below.

Sincerely,

Patrick Poulin
Account Specialist, Land Acquisitions
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
781-428-7289 office
patrick.poulin@americantower.com

Approval and Authorization

I, an authorized party, consent to the activity as referenced above at the Site and authorize the Customer and/or its agent, to apply for all necessary zoning and permitting approvals as may be required for the activity and/or installation and acknowledge and agree that Customer, American Tower, and/or their agents shall have no further obligations to obtain consents or approvals, or provide notice, from the undersigned with regard to the Project.

Signature:_____ Date:_____

Print Name:

Title:

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October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	Approving and Establishing Authorized City Representatives to submit a draw of funds on Iowa Department of Homeland Security and Emergency Management Grant for the Bee Branch Pumping Station Project
SUMMARY:	City Manager recommending City Council approve and authorize City Representatives for the FEMA Grant from the Iowa Department of Homeland Security and Emergency Management Grant to be Project Manager, Jim Bousley and Grant Accountant, Anita Odobasic Gonyier for the Bee Branch Gate & Pumping Station Project. **RESOLUTION** Approving And Establishing Authorized City Representatives As Required To Submit The Grant Reimbursement Draw On The Federal And State Of Iowa Department Of Homeland Security And Emergency Management FEMA Grant Of The Dubuque Bee Branch Gate & Pumping Station Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Memo for Designation of Authorized Representatives
3. Designation of Authorized Representatives Resolution
4. Designation of Applicants Authorized Representative, Odobasic Gonyier
5. Designation of Applicants Authorized Representative, Bousley

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving and Establishing Authorized City Representatives to submit a draw of funds on Iowa Department of Homeland Security and Emergency Management Grant for the Bee Branch Pumping Station Project

DATE: October 15, 2025

City Engineer Gus Psihoyos is recommending City Council approve and authorize City Representatives for the FEMA Grant from the Iowa Department of Homeland Security and Emergency Management Grant to be Project Manager, Jim Bousley and Grant Accountant, Anita Odobasic Gonyier for the Bee Branch Gate & Pumping Station Project,

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager
Anita Odobasic Gonyier, Grant Accountant
Tracy Schadle, Administrative Support Professional

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 13, 2025

RE: Approving and Establishing Authorized City Representatives to submit a draw of funds on Iowa Department of Homeland Security and Emergency Management Grant for the Bee Branch Pumping Station Project

INTRODUCTION
This memorandum requests the City Council to approve and establish authorized City Representative for the purpose of being able to submit a reimbursement draw.

DISCUSSION
The City of Dubuque was awarded a FEMA Grant from both the Federal and the Iowa Department of Homeland Security and Emergency Management for the Bee Branch Gate & Pumping Station Project. The total amount the City is to receive for the grant is $790,000 from the State of Iowa and $7,900,000 from the Federal Government.

In order for City Staff to submit reimbursement draws on this grant, the State of Iowa requires that there are Authorized City Representatives. Currently the City Representatives for this Grant are Chief Financial Officer, Jenny Larson and Water Resource & Recovery Center Director, Deron Muehring. However, this grant is currently under the Engineering Department and is managed by Project Manager, Jim Bousley and Grant Accountant, Anita Odobasic Gonyier. We need to adjust our City Representatives to both Jim Bousley and Anita Odobasic Gonyier.

RECOMMENDATION
I respectfully request the City Council to approve and authorize City Representatives for the FEMA Grant from the Iowa Department of Homeland Security and Emergency Management Grant to be Project Manager, Jim Bousley and Grant Accountant, Anita Odobasic Gonyier.

cc: Jim Bousley, Project Manager
Anita Odobasic Gonyier, Grant Accountant
Tracy Schadle, Admin. Support Professional

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

RESOLUTION APPROVING AND ESTABLISHING AUTHORIZED CITY REPRESENTATIVES AS REQUIRED TO SUBMIT THE GRANT REIMBURSEMENT DRAW ON THE FEDERAL AND STATE OF IOWA DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FEMA GRANT OF THE DUBUQUE BEE BRANCH GATE & PUMPING STATION PROJECT

WHEREAS, the City Council of the City of Dubuque, Iowa wishes to submit a reimbursement draw of funds for the Federal and State of Iowa Department of Homeland Security and Emergency Management Grant (HSEMD) for the FEMA Grant received for financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act for the construction of a new stormwater pumping station, officially known as the Bee Branch Gate & Pumping Station Project, located at the 16th Street Detention Basin; and

WHEREAS, the City must establish authorized representatives in order to complete and submit grant application documents.

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

Section 1. That Engineering Project Manager Jim Bousley and Engineering Grant Accountant Anita Odobasic-Gonyier are hereby authorized City of Dubuque representatives for the City of Dubuque FEMA Grant for the Bee Branch Gate & Pumping Station Project.

Section 2. That the Mayor is hereby authorized and directed to execute the Designation of Applicant's Authorized Representative forms and the City Clerk is authorized and directed to attest to his signature.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE

Anita Odobasic Gonyier is hereby authorized to execute on behalf of
(Name of Representative)

the City of Dubuque this mitigation project and to file it with
(Applicant Entity)

Iowa Department Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended) and the Code of Iowa, Chapter 29c.

Signed this 29 Day Of September , 20 25 .

Brad Cavanagh, Mayor
Chief Executive Officer
(Print Name and Title)

(Signature)

Anita Odobasic Gonyier, Engineering Grant Accountant
Applicant's Authorized Representative
(Print Name and Title)

Anita Odobasic Gonyier
(Signature)

Attested: Adrienne Breitfelder, City Clerk
(Print Name and Title)

(Signature)

STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE

James Bousley is hereby authorized to execute on behalf of
(Name of Representative)

the City of Dubuque this mitigation project and to file it with
(Applicant Entity)

Iowa Department Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended) and the Code of Iowa, Chapter 29c.

Signed this 6th Day Of October , 20 25 .

Brad Cavanagh, Mayor
Chief Executive Officer
(Print Name and Title)

(Signature)

James Bousley, Engineering Project Manager
Applicant's Authorized Representative
(Print Name and Title)

James Bousley
(Signature)

Attested: Adrienne Breitfelder, City Clerk
(Print Name and Title)

(Signature)

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE:	2024 SRF Green Alley Project - Voluntary Assessment Petition and Waiver Agreements
SUMMARY:	City Manager recommending City Council approve the Voluntary Assessment Petition and Waiver agreements for both High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then related to the repair of private retaining walls which will be completed as part of the 2024 SRF Green Alley Project, through the adoption of the enclosed resolutions. **RESOLUTION** Approving Voluntary Assessment Petition And Waiver Agreements For The 2024 SRF Green Alley Project **RESOLUTION** Of Necessity For Voluntary Assessment Petition And Waiver Agreements For The 2024 SRF Green Alley Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2024 SRF Green Alley Voluntary Assessments - Wall Repair - Staff Memo
3. 2024 SRF Green Alley Voluntary Assessments - Wall Repair - Resolution of Assessments - Updated 10.17.25
4. 2024 SRF Green Alley Voluntary Assessments - Wall Repair - Resolution of Necessity
5. Voluntary Assessment Petition and Waiver - Lisk_Then - Signed
6. Voluntary Assessment Petition and Waiver - High Performance_RoyalLine - Signed

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 SRF Green Alley Project
Voluntary Assessment Petition and Waiver Agreements
Project No: 5581500018, 4281000045, 5581500020

DATE: October 16, 2025

City Engineer Gus Psihoyos is recommending City Council approve the Voluntary Assessment Petition and Waiver agreements for both High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then related to the repair of private retaining walls which will be completed as part of the 2024 SRF Green Alley Project, through the adoption of the enclosed resolutions.

This Project includes the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets.

During reconstruction of the alley between Iowa Street and Central Avenue from 16th to 17th it was discovered that two private retaining walls which are directly abutting the alley were failing and needed to be reconstructed. City staff reached out to the respective property owners and reviewed options for making the necessary wall repairs. Both property owners requested their respective private retaining walls be reconstructed as part of the Project, and both property owners have consented to voluntary assessments which will be added to each of their amended special assessments when the Project is completed and accepted by council.

The properties that requested and agreed to the voluntary assessments are as follows:

High Performance Properties LLC and RoyalLine Rentals, LLC

- Address: 1638 Iowa Street
- Legally described as: South Middle 1/5 of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $44,000

Hunter Lisk and Ronald Then

- Address: 1658 Iowa Street

- Legally described as: South 49.655 feet of the Middle 1/5th of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $26,000

The reconstruction of the private retaining walls will be 100% assessable to the property owners. The City will upfront the cost of the private retaining walls and then assess the property owners the cost over 15 years at 3%.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Bob Schiesl, Assistant City Engineer

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

RE: 2024 SRF Green Alley Project
Voluntary Assessment Petition and Waiver Agreements
Project No: 5581500018, 4281000045, 5581500020

DATE: October 16, 2025

INTRODUCTION

The enclosed resolution provides for the establishment and approval of Voluntary Assessment Petition and Waiver Agreements for High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then related to the 2024 SRF Green Alley Project.

BACKGROUND

On November 18, 2024, per resolution 385-24, the Mayor and City Council awarded the public improvement contract to McDermott Excavating of Dubuque, IA, for the 2024 SRF Green Alley Project (the Project).

During the public hearing for the Project, the Mayor and City Council approved the Resolution of Necessity (resolution 352-24) and approved the preliminary schedule of assessments (resolution 352-24) for the Project.

DISCUSSION

This Project includes the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets.

During reconstruction of the alley between Iowa Street and Central Avenue from 16th to 17th it was discovered that two private retaining walls which are directly abutting the alley were failing and needed to be reconstructed. City staff reached out to the respective property owners and reviewed options for making the necessary wall repairs. Both property owners requested their respective private retaining walls be reconstructed as part of the Project, and both property owners have consented to voluntary assessments which will be added to each of their amended special assessments when the Project is completed and accepted by council.

The properties that requested and agreed to the voluntary assessments are as follows:

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Hunter Lisk and Ronald Then

- Address: 1658 Iowa Street
- Legally described as: South 49.655 feet of the Middle 1/5th of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $26,000

Per the terms of the Petition and Waiver Agreement, the property owners agree to the following:

> Property Owner agree said retaining wall abutting alley is private, and upon completion of the project, the ownership, repair, and maintenance of said retaining wall will be the responsibility of the property owner.
>
> Property Owner agree said repair of private retaining wall abutting alley will be 100% assessable, with an estimated voluntary assessment cost. The final voluntary assessment amount for the wall repair will be based on actual final wall reconstruction cost.

BUDGET IMPACT

The reconstruction of the private retaining walls will be 100% assessable to the property owners. The City will upfront the cost of the private retaining walls using available General Fund contingency ($120,000) dollars allocated for the project and then assess the property owners the cost over 15 years at 3%.

PROPERTY ASSESSMENTS

The property owners can pay the final assessment balances in excess over $500 over a 15-year period with 3% interest. The property owners can pay their assessment balances to the City Engineer within the first 30 days after receiving the final notice of voluntary assessment to avoid interest charges.

ACTION TO BE TAKEN

I recommend the City Council approve the Voluntary Assessment Petition and Waiver agreements for both High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then related to the repair of private retaining walls which will be completed as part of the 2024 SRF Green Alley Project, through the adoption of the enclosed resolutions.

Attach.
cc: Crenna Brumwell, City Attorney
Jenny Larson, Finance and Budget Director
Bob Schiesl, Assistant City Engineer

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

RESOLUTION NO. -25

RESOLUTION OF NECESSITY FOR VOLUNTARY ASSESSMENT PETITION AND WAIVER AGREEMENTS FOR THE 2024 SRF GREEN ALLEY PROJECT

WHEREAS, Voluntary Assessment Petition and Waiver Agreements for High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then for the 2024 SRF Green Alley Project have been duly prepared and approved by the City Council of the City of Dubuque and ordered placed on file in the office of City Clerk.

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

The 2024 SRF Green Alley Project will provide:

The properties that requested and agreed to the voluntary assessments are as follows:

High Performance Properties LLC and RoyalLine Rentals, LLC

- Address: 1638 Iowa Street
- Legally described as: South Middle 1/5 of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $44,000

Hunter Lisk and Ronald Then

- Address: 1658 Iowa Street
- Legally described as: South 49.655 feet of the Middle 1/5th of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $26,000

That the City Council deems it advisable and necessary for the public welfare to make the herein mentioned improvements.

Said improvements shall be constructed in accordance with the plans and specifications which have been approved by the City Council and are now on file in the Office of the City Clerk. The cost of making such improvement will be assessed against property lying with the assessment limits.

The above resolution was introduced, approved and ordered placed on file with the City Clerk this 20th day of October, 2025.

_____
Attest: Brad M. Cavanagh, Mayor

_____
Adrienne N. Breitfelder, CMC, City Clerk

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

RESOLUTION NO. -25

RESOLUTION OF NECESSITY FOR VOLUNTARY ASSESSMENT PETITION AND WAIVER AGREEMENTS FOR THE 2024 SRF GREEN ALLEY PROJECT

WHEREAS, Voluntary Assessment Petition and Waiver Agreements for High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then for the 2024 SRF Green Alley Project have been duly prepared and approved by the City Council of the City of Dubuque and ordered placed on file in the office of City Clerk.

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

The 2024 SRF Green Alley Project will provide:

The properties that requested and agreed to the voluntary assessments are as follows:

High Performance Properties LLC and RoyalLine Rentals, LLC

- Address: 1638 Iowa Street
- Legally described as: South Middle 1/5 of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $44,000

Hunter Lisk and Ronald Then

- Address: 1658 Iowa Street
- Legally described as: South 49.655 feet of the Middle 1/5th of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $26,000

There is on file in the office of the City Clerk an estimated total cost of the work, and a preliminary plat and schedule showing the amount proposed to be assessed to each lot for the improvement.

That the City Council deems it advisable and necessary for the public welfare to make the herein mentioned improvements.

Said improvements shall be constructed in accordance with the plans and specifications which have been approved by the City Council and are now on file in the Office of the City Clerk. The cost of making such improvement will be assessed against property lying with the assessment limits.

The above resolution was introduced, approved and ordered placed on file with the City Clerk this 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, CMC, City Clerk

PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (this “Agreement”) is made and entered into by and between the City of Dubuque, Iowa (“City”) and the undersigned property owner in said City ("Property Owner").

WITNESSETH:

WHEREAS, Hunter Lisk (“Owner”) is the contract purchaser of the following real estate in the City of Dubuque, Iowa:

> South 49.655 feet of the Middle 1/5th of Out Lot 453 in the City of Dubuque, Iowa, and a right of way for a passageway over the Northerly 1.545 feet of said Middle 1/5th of Out Lot 453, according to the United States Commissioners Map thereof, (subject to a right of way for a passageway over the Northerly 1.545 feet of said 49.655 feet)

locally known as 1658 Iowa Street, Dubuque, Iowa (“the Property”) pursuant to a Real Estate Contract-Installments, dated April 22, 2022; and

WHEREAS, Ronald R. Then, Trustee of the Ronald and Barbara Then Joint Revocable Trust dated August 22, 2019.

are the contract sellers (“Contract Seller”) of the Property; and

WHEREAS, City proposes to construct certain alley repairs and improvements (“Improvements”) in said City; and

WHEREAS, the City Council has taken all the necessary steps for the Improvements and a preliminary assessment schedule for the alley repairs has been approved by the City Council; and

WHEREAS, the undersigned Property Owner desires that the Improvements be constructed to benefit his respective property and that special assessments be levied against his property as hereinafter described, the general description and location of said Improvements being as follows:

> Alley repairs and repair of retaining wall abutting alley

WHEREAS, Contract Seller consents to this Petition and Waiver Agreement; and

WHEREAS, the Property to be assessed is described on the attached signature pages to this Agreement:

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

As soon as practicable City shall have the right to cause the above described Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The construction of said Improvements shall be under the supervision of an engineer to be selected by City ("the Engineer").

For the purpose of this Agreement, City may elect to enter into contracts for the construction of said Improvements as a part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by Section 384.41(2) of the Code of Iowa.

In consideration of the construction of said Improvements, the undersigned Property Owner and Contract Seller hereby waive the public hearing on the adoption of the resolution of necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such Improvements is to be assessed against private property. The undersigned Property Owner and Contract Seller hereby expressly waive each and every question of jurisdiction, the intention of the Property Owner and Contract Seller being to authorize and direct said City to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that City may make assessments against the Property of the undersigned Property Owner and Contract Seller for the entire cost of the construction of said Improvements, including the cost of engineering, supervision, preparation of assessment schedule, and a ten percent Default and Deficiency Fund as authorized by Section 384.44, Code of Iowa, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned Property Owner hereby agrees to pay the amount which is thus assessed against his property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned Property Owner and Contract Seller hereby expressly waive every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned Property Owner within the time provided by statute for the payment of special assessments for such Improvements.

The amount and proportion of the cost of the Improvements to be paid by the Property Owner shall be ascertained and determined by the Engineer and by it reported to the City Council which shall make such changes or alterations as it may require, and when said assessments are finally passed by the City Council and by it levied, they shall constitute the assessments against the property.

Property Owner and Contract Seller hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said Improvements, to

provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owner and Contract Seller, and any such Resolution may contain recitals that said Improvements are ordered or made by the City Council without petition of property owner, without in any way qualifying this petition or releasing the Property Owner from his obligation to pay the assessments levied against his property for the cost of said Improvements and to issue improvement bonds or other obligations payable out of said assessments.

Property Owner and Contract Seller warrant that its real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement (Lienholders), who by execution of this Agreement consent to the subordination of their lien to the special assessment liens herein described. Property Owner further agrees to subordinate the sale of any part of its listed property to the terms of this Agreement, and, upon failure to do so, to pay the full amount of the assessment on demand. Each Lienholder designated below, by execution of this Agreement, agrees and consents that its lien or liens shall be subordinated to the lien of the assessments levied pursuant hereto.

Property Owner and Contract Seller agree said retaining wall abutting alley is private, and upon completion of the project, the ownership, repair, and maintenance of said retaining wall will be the responsibility of the property owner.

Property Owner and Contract Seller agree that said repair of private retaining wall abutting alley will be 100% assessable, with an estimated cost of $26,000. Final voluntary assessment for the wall repair will be based on actual final wall reconstruction cost.

Property Owner and Contract Seller agree that this Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council.

Dated this _____ day of _____, 2025.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

SIGNATURE PAGE TO PETITION & WAIVER AGREEMENT

Property Owner: Hunter Lisk

Legal description of property to be assessed:

South 49.655 feet of the Middle 1/5th of Out Lot 453 in the City of Dubuque, Iowa, and a right of way for a passageway over the Northerly 1.545 feet of said Middle 1/5th of Out Lot 453, according to the United States Commissioners Map thereof, (subject to a right of way for a passageway over the Northerly 1.545 feet of said 49.655 feet)

The undersigned Property Owner and Lienholder: Contract Seller agree to the terms of the attached Petition and Waiver Agreement and agree to be bound thereby.

Hunter Lisk

Date: 10/14/25

Lienholder: Contract Seller

Ronald R. Then, Trustee of the Ronald and Barbara Then Joint Revocable Trust dated August 22, 2019.

Ronald R. Then, Trustee

Date: 10/15/25

NOTARY PAGE TO PETITION & WAIVER AGREEMENT

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

This instrument was acknowledged before me on October 15, 2025, 2025, by Ronald R. Then, as Trustee of the Ronald and Barbara then Joint Revocable Trust dated August 22, 2019, and any amendments thereto.

KERRY JO BRADLEY
Commission Number 808090
My Commission Expires
December 26, 2026

Kerry Jo Bradley
Notary Public, State of Iowa

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

This record was acknowledged before me on October 14, 2025, by Hunter Lisk.

KERRY JO BRADLEY
Commission Number 808090
My Commission Expires
December 26, 2026

Kerry Jo Bradley
Notary Public, State of Iowa

PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (this “Agreement”) is made and entered into by and between the City of Dubuque, Iowa (“City”) and the undersigned property owner in said City ("Property Owner").

WITNESSETH:

WHEREAS, High Performance Properties L.L.C. (“Owner”) is the contract purchaser of the following real estate in the City of Dubuque, Iowa:

South Middle 1/5 of Out Lot 453 in the City of Dubuque, Iowa, according to the United States Commissioners’ Map of the Town of Dubuque, Iowa,

locally known as 1638 Iowa Street, Dubuque, Iowa (the “Property”) pursuant to a Real Estate Contract-Installments, recorded May 31, 2029, as Instrument No. 2019-5485 in the records of Dubuque County, Iowa; and

RoyalLine Rentals, LLC.is the Contract Seller of the Property; and

WHEREAS, City proposes to construct certain alley repairs and improvements (“Improvements”) in said City; and

WHEREAS, the City Council has taken all the necessary steps for the Improvements and a preliminary assessment schedule for the alley repairs has been approved by the City Council; and

WHEREAS, the undersigned Property Owner desires that the Improvements be constructed to benefit his respective property and that special assessments be levied against his property as hereinafter described, the general description and location of said Improvements being as follows:

Alley repairs and repair of private retaining wall abutting alley

WHEREAS, Contract Seller consents to this Petition and Waiver Agreement; and

WHEREAS, the Property to be assessed is described on the attached signature pages to this Agreement.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

As soon as practicable City shall have the right to cause the above described Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate. The construction of said Improvements shall be under the supervision of an engineer to be selected by City (the Engineer).

For the purpose of this Agreement, City may elect to enter into contracts for the construction of said Improvements as a part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by Section 384.41(2) of the Code of Iowa.

In consideration of the construction of said Improvements, the undersigned Property Owner and Contract Seller hereby waive the public hearing on the adoption of the resolution of necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such Improvements is to be assessed against private property. The undersigned Property Owner and Contract Seller hereby expressly waive each and every question of jurisdiction, the intention of the Property Owner and Contract Seller being to authorize and direct said City to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that City may make assessments against the Property of the undersigned Property Owner and Contract Seller for the entire cost of the construction of said Improvements, including the cost of engineering, supervision, preparation of assessment schedule, and a ten percent Default and Deficiency Fund as authorized by Section 384.44, Code of Iowa, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned Property Owner hereby agrees to pay the amount which is thus assessed against his property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned Property Owner and Contract Seller hereby expressly waive every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned Property Owner within the time provided by statute for the payment of special assessments for such Improvements.

The amount and proportion of the cost of the Improvements to be paid by the Property Owner shall be ascertained and determined by the Engineer and by it reported to the City Council which shall make such changes or alterations as it may require, and when said assessments are finally passed by the City Council and by it levied, they shall constitute the assessments against the property.

Property Owner and Contract Seller hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said Improvements, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owner and Contract Seller, and any such Resolution may contain recitals that said Improvements are ordered or made by the City Council without petition of property owner, without in any way qualifying this petition or releasing the Property Owner from his obligation to pay the assessments levied against

his property for the cost of said Improvements and to issue improvement bonds or other obligations payable out of said assessments.

Property Owner and Contract Seller warrant that its real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement (Lienholders).

Property Owner and Contract Seller agree said retaining wall abutting alley is private, and upon completion of the project, the ownership, repair, and maintenance of said retaining wall will be the responsibility of the property owner.

Property Owner and Contract Seller agree that said repair of private retaining wall abutting alley will be 100% assessable, with an estimated cost of $44,000. Final voluntary assessment for the wall repair will be based on actual final wall reconstruction cost.

Property Owner and Contract Seller agree that this Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council.

Dated this _____ day of _____, 2025.

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

SIGNATURE PAGE TO PETITION & WAIVER AGREEMENT

Property Owner: High Performance Properties L.L.C.

Legal description of property to be assessed:

South Middle 1/5 of Out Lot 453 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa,

The undersigned Property Owner and Lienholder/Contract Seller, and Lienholders agree to the terms of the attached Petition and Waiver Agreement and agree to be bound thereby.

High Performance Properties L.L.C.

By: _____ Member (Signature)

Greg Prehm _____ Member (Print Name)

Date: 10/14/25

RoyalLine Rentals, LLC

By: _____ Member (Signature)

AARON Howes _____ Member (Print Name)

Date: 10/14/25

NOTARY PAGE TO PETITION & WAIVER AGREEMENT

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

This instrument was acknowledged before me on October 14, 2025, by Greg Pfohm, Member, of High Performance Properties L.L.C.

NOTARIAL SEAL IOWA
KERRY JO BRADLEY
Commission Number 808090
My Commission Expires
December 26, 2026

Kerry Jo Bradley
Notary Public, State of Iowa

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

This instrument was acknowledged before me on October 14, 2025, by Aaron Howes, Member, of RoyalLine Rentals, LLC.

NOTARIAL SEAL IOWA
KERRY JO BRADLEY
Commission Number 808090
My Commission Expires
December 26, 2026

Kerry Jo Bradley
Notary Public, State of Iowa

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE:	Trackline Sanitary Sewer Reconstruction Project - Consulting Engineering Services RFQ Award
SUMMARY:	City Manager recommending WHKS & Co for engineering services for the design of the Track Line Sanitary Sewer Reconstruction Project and authorizing the City Manager to negotiate an agreement and execute a contract not to exceed $500,000 with WHKS & Co for said services.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 2025-10-15_TrackLineSewerRelocate_RFQ-Award_StaffMemo

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: Track Line Sanitary Sewer Reconstruction Project [CIP #5581500034] Consulting Engineering Services RFQ Award

DATE: October 16, 2025

City Engineer Gus Psihoyos is recommending WHKS & Co for engineering services for the design of the Track Line Sanitary Sewer Reconstruction Project and authorizing the City Manager to negotiate an agreement and execute a contract not to exceed $500,000 with WHKS & Co for said services.

The project design will be funded with revenue from a State Revolving Fund (SRF) Planning and Design (P&D) Loan in the amount of $500,000 for the design of the Track Line Sanitary Sewer Reconstruction Project [CIP# 5581500034].

This project provides for the phased relocation of 5,150 feet of the 12-inch diameter sanitary sewer that runs along the railroad tracks from Hawthorne Street to Fengler Street. The existing clay tile sewer that was installed in the 1920's still functions; however, the influx of sand and proximity of the adjacent railroad tracks has increasingly made the sewer difficult to maintain and indicates that groundwater is infiltrating into the pipe. The sewer has multiple failing sections and is undersized from hydraulic modeling results. Proximity to the adjacent railroad prohibits access for maintenance or rehabilitation activities. The sewer requires relocation to City right of way, with redirection of private laterals. The project is located adjacent to Consent Decree Sewershed 10. The funding request will provide for the initial phase design, permitting, and easement acquisition for the relocation of the track line sewer located between Hawthorne St and Roosevelt St.

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
Maxwell O’Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Maxwell O’Brien, Engineering
Charlie Gau, Engineering
Nate Kieffer, Engineering
Kristin Hill, Communications
Jeff Dozbaba, Housing

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: October 15, 2025

SUBJECT: Track Line Sanitary Sewer Reconstruction Project [CIP #5581500034] Consulting Engineering Services RFQ Award

INTRODUCTION

The purpose of this memo is to seek authorization to negotiate and enter into contract negotiations with WHKS & Co to provide engineering services for the Track Line Sanitary Sewer Reconstruction Project.

BACKGROUND

The Fiscal Year 2026 proposed CIP Track Line Sanitary Sewer Reconstruction Project budget includes a total budget $5,000,000 for the project design and construction, with revenue from State Revolving Fund Loans and Sanitary Sewer Construction Funds. The initial project efforts in FY26 will be for the design and permitting of the project.

This project provides for the phased relocation of 5,150 feet of the 12-inch diameter sanitary sewer that runs along the railroad tracks from Hawthorne Street to Fengler Street. The existing clay tile sewer that was installed in the 1920's still functions; however, the influx of sand and proximity of the adjacent railroad tracks has increasingly made the sewer difficult to maintain and indicates that groundwater is infiltrating into the pipe. The sewer has multiple failing sections and is undersized from hydraulic modeling results. Proximity to the adjacent railroad prohibits access for maintenance or rehabilitation activities. The sewer requires relocation to City right of way, with redirection of private laterals. The project is located adjacent to Consent Decree Sewershed 10. The funding request will provide for the initial phase design, permitting, and easement acquisition for the relocation of the track line sewer located between Hawthorne St and Roosevelt St.

On August 4, 2025, the City advertised a Request for Qualifications (RFQ) to retain a professional service consultant to aid the to assist with the development of the Track Line Sanitary Sewer Reconstruction Project.

DISCUSSION

The City received five (5) RFQ responses by the September 18, 2025, deadline. The respondents to the RFQ consisted of: WHKS & Co (Dubuque, IA), Shive Hattery Architecture + Engineering (Cedar Rapids, IA), Origin Design (Dubuque, IA), MSA (Dubuque, IA), and Veenstra & Kimm Inc (Des Moines, IA).

The qualifications review committee consisted of the following staff members:

1. Maxwell O'Brien, Engineering (City Project Manager for project)
2. Charlie Gau, Engineering
3. Nate Kieffer, Engineering
4. Kristin Hill, Public Information Office
5. Jeff Dozbaba, Housing

WHKS & Co, Shive Hattery Architecture + Engineering, and MSA were identified as the 3 highest scoring firms after review of the written submittals and were selected for shortlist interview, which were held on October 1, 2025 and October 7, 2025. The consensus of the Committee was that WHKS & Co demonstrated:

- Thorough understanding of the City's overall project objectives and scope, as well as the long-term goals of the sanitary sewer system.
- Highest level of interest in the project along with creativity and problem-solving ability reflected by the prepared interviewed materials and post interview discussions.
- Experience of the project team working together on similar projects with Iowa municipalities.
- Highest level of confidence in the ability of project team to demonstrate initiative, motivation and knowledge as an indication of their desire to work with the City of Dubuque.

RECOMMENDATION

The qualifications review committee recommends that the City enter into contract negotiations with WHKS & Co for engineering services for the design of the Track Line Sanitary Sewer Reconstruction Project. The specific scope of services will be negotiated.

BUDGET IMPACT

The project design will be funded with revenue from an State Revolving Fund (SRF) Planning and Design (P&D) Loan in the amount of $500,000 for the design of the Track Line Sanitary Sewer Reconstruction Project [CIP# 5581500034]. The specific design fee will be negotiated.

The total SRF Planning and Design loan request that was approved by Council during the April 7, 2025 meeting is summarized as follows:

Description	Estimate
Administrative, Financial & Legal expenses	$ 20,000
Engineering Planning & Design expenses	$ 360,000
Land (only after Environmental Review Clears)	$ 100,000
Equipment	$ 20,000
Total Planning & Design Loan Request	**$ 500,000**

The total project funding requested in the FY26 CIP budget is summarized as follows:

Track Line Sanitary Sewer Reconstruction Project Funding (CIP #5581500034)					
Fund Source	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
SRF Loan	$ 500,00	$1,000,000	$1,500,000	$1,000,000	$1,000,000

ACTION TO BE TAKEN

I respectfully request the recommendation of WHKS & Co. for engineering services for the design of the Track Line Sanitary Sewer Reconstruction Project and to authorize the City Manager to negotiate an agreement and execute a contract not to exceed $500,000 with WHKS & Co for said services.

Prepared by Maxwell O'Brien, Civil Engineer
cc: Jenny Larson, Director of Finance and Budget
Laura Bendorf, Budget Manager
Maxwell O'Brien, Engineering
Charlie Gau, Engineering
Nate Kieffer, Engineering
Kristin Hill, Public Information Office
Jeff Dozbaba, Housing

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 13.

ITEM TITLE: Signed Contracts

SUMMARY: Continental Fire Sprinkler Company for Fire Protection System Repair, Replace, and Test Fire Sprinkler Heads-Acceptance of Quote and Contract; Dubuque Community School District for School Resources Officers for School Year 2025-2026; Dubuque Fire Equipment for Various maintenance on fire extinguishers and other fire equipment; Dubuque Initiatives for professional services; Duke's for Root Roaming Sewer Pipe; Eide Bailly LLP Master Services Agreement; Green Iowa AmeriCorps for the AmeriCorps Host Site; LBC Framing and Electrical for Various electrical & framing work at 6 fire stations; Resilient Mind Psychology, LLC for Psychological Services provided to City of Dubuque Police Department; Shane Steffen for mowing, bailing, and removal of hay services at Dubuque Technology Park; Strand Associates for the Water and Resource Recovery Center Phase 1 2024 Motor Control Center Communication and Programmable Logic Controller Upgrades – Bidding-and-Construction-Related Services; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 3; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 4; Top Grade Excavating for Storm Sewer Pipe Replacement at Fire Station 2 (2180 JFK Road).

SUGGUESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. Dubuque Fire Equipment
2. Root Control Contract
3. Engineering Services for Phase I of WRRC
4. Eide Bailly Master Services Agreement
5. Technology Park Hay Mowing Baling and Removal Contract
6. OMLS Phase 3 Sanitary Interceptor Project Geotechnical
7. OMLS Phase 4 Sanitary Interceptor Project Geotechnical
8. LBC Framing and Electrical
9. Resilient Mind Psychology Contract

10. Fire Protection System Contract
11. Fire Protection System Acceptance of Quote
12. Top Grade Excavating
13. Staffing Contract with Dubuque Initiatives
14. Green Iowa AmeriCorps Agreement
15. School Resource Officer Contract

City of Dubuque
Fire Department
11 W. 9th Street, Dubuque
(address)
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

(Vendor) at Dubuque Fire Equipment
(Vendor Name)
1170 Roosevelt St. Ext. Dubuque, IA 52001
(Vendor Address - City and State)

PROJECT TITLE: Various maintenance on fire extinguishers and other 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 maintenance on fire extinguishers and other fire equipment

The work described above shall be completed at the following location(s):
Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave), Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

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 – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☑ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ 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 as indicated above and attached hereto.

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 $5,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 10/03/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Dubuque Fire Equipment
Company Name

By: Allison Suckow Digitally signed by Allison Suckow Date: 2025.09.29 16:58:18 -05'00' 9/29/2025
Signature — Date

Allison Suckow
Printed Name

Vice 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 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: Various maintenance on fire equipment or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the 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 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.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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
Public Works Department
925 Kerper Ct
(address)
Dubuque, IA 52001
Phone # 563-589-4250

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

(Vendor) at Duke's
(Vendor Name)
400 Airport Rd., Suite E Elgin, IL 60123
(Vendor Address - City and State)

PROJECT TITLE: Root Control

Root Foaming Sewer Pipe (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:

Root foaming of sewer pipe and manhole's

The work described above shall be completed at the following location(s):

Various locations in City of Dubuque described on quote number 5753

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 – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☑ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ 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 December 31, 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 as indicated above and attached hereto.

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 $ 15,781.18

CITY OF DUBUQUE, IOWA

By: _____ 10/03/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Duke's
Company Name

By: _____ 10/2/2025
Signature — Date

Matt Grandinetti
Printed Name

Vice President of Sales
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 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: Root Control or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the Public Works 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.

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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).
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	Each Accident	$100,000
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Coverage B limits shall be greater if required by the umbrella/excess insurer.

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Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

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Combined Single Limit $1,000,000

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Coverage required: X 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
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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.

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$_____ 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.

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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)

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
500 Neil Avenue, Suite 110
Columbus, OH 43215
(P) 614.835.0460
www.strand.com

Task Order No. 25-11
City of Dubuque, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated June 9, 2016

Project Information

Project Name: Water and Resource Recovery Center (W&RRC) Phase 1 2024 Motor Control Center (MCC) Communication and Programmable Logic Controller (PLC) Upgrades–Bidding- and Construction-Related Services

Scope of Services

ENGINEER will provide the following services to OWNER.

Bidding-Related Services

1. Prepare addenda, as necessary, and answer questions during bidding.

2. Assist OWNER in awarding the Construction Contract, including a bid evaluation letter.

Construction-Related Services

1. Provide contract administration services, including participation in a preconstruction videoconference, review of the contractor's shop drawing submittals, review of the contractor's periodic pay requests, and responding to questions from the contractor and OWNER.

2. Review requests for information from the contractor and respond as necessary. Develop contractor requests for quotation for OWNER as necessary.

3. Participate in up to ten construction progress videoconferences via MS Teams or Zoom and participate in one on-site construction progress meeting.

4. Update existing SCADA system human-machine interface (HMI) software to accommodate new PLC addresses and modifications to existing inputs, outputs, and PLC-generated alarms.

5. Make one site visit following the contractor's request for substantial completion to review construction progress and develop a list of items to be completed or corrected by the contractor, up to two five-day site visits to participate in site-acceptance testing led by the contractor to test all inputs and outputs wired to the new PLCs, and one final site visit to review that the substantial completion list of items to be completed or corrected has been addressed. ENGINEER's observation efforts will be directed toward determining for OWNER whether the project will, in general, conform to the Contract Documents, but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

6. Provide record drawings in electronic format based on information compiled from the contractor's records. ENGINEER will provide drafting services only for record drawings based on any construction contract changes and the records presented to ENGINEER by the contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by the contractor and OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of $110,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of September 15, 2025. Services are scheduled for completion on August 31, 2027.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF DUBUQUE
Joseph M. Bunker 9/12/25	Michael C. Van Milligen 10/05/2025
Joseph M. Bunker — Date	Michael C. Van Milligen — Date
Corporate Secretary	City Manager

EIDE BAILLY LLP
MASTER SERVICES AGREEMENT

GENERAL

1) This Master Services Agreement ("Agreement") describes Eide Bailly LLP's standard terms and conditions applicable to the provision of Eide Bailly's services to the Client. For the purposes of this Master Services Agreement, any reference to "Eide Bailly" is a reference to Eide Bailly LLP. Any reference to "Client" is a reference to the party or parties that have engaged Eide Bailly to provide services and the party or parties ultimately responsible for payment of Eide Bailly's fees and costs. Client acknowledges and agrees that Eide Bailly is not in a fiduciary relationship with it and Eide Bailly has no fiduciary responsibilities to Client in the performance of its services described herein or in any applicable Statement of Work. As between this Agreement and any applicable Statement of Work, the language in this Agreement will control.

BILLING, PAYMENT, & TERMINATION

2) Billing and Payment Terms. Eide Bailly will bill Client for its professional fees and costs as provided in a Statement of Work. All bills are payable upon receipt and will include actual out-of-pocket expenses, administrative charges, and a technology fee. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Should our relationship terminate before the services provided for in a separate Statement of Work are completed, Client will be billed for services to the date of termination.

3) Termination. Either party may terminate this Agreement by written notice to the other party at any time for any reason, except Eide Bailly shall not terminate in a manner that causes undue harm to Client. Nothing in this Agreement shall prohibit Eide Bailly from terminating this Agreement or any Statement of Work where termination is required by applicable professional standards.

INFORMATION AND DATA

4) Sharing of Information. During the course of the engagement, Eide Bailly will only provide confidential engagement documentation to Client via Eide Bailly's secure portal or other secure methods, and request that Client uses the same or similar tools in providing information to Eide Bailly. Should Client choose not to utilize secure communication applications, Client acknowledges that such communication contains a risk of the information being made available to unintended third parties. Similarly, Eide Bailly may communicate with Client or its personnel via e-mail or other electronic methods. Client acknowledges that communication in those mediums contains a risk of misdirected or intercepted communications.

5) Remote Access. Should Client provide Eide Bailly with remote access to its information technology environment, including but not limited to its financial reporting system, Client agrees to (1) assign unique usernames and passwords for use by Eide Bailly's personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of Client's data; (3) limit access to the areas of Client's technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to Eide Bailly upon the completion of procedures for which access was provided. Eide Bailly agrees to only access Client's technology environment to the extent necessary to perform the identified procedures.

6) Electronic Sites. Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on Client's website or elsewhere, Client understands that electronic sites are a means to distribute information and, therefore, Eide Bailly is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

7) Data and Records. Eide Bailly cannot agree to be the sole host and/or the sole storage for Client's financial and nonfinancial data. It is Client's responsibility to maintain Client's original data and records and Eide Bailly cannot be responsible to maintain such original information. By signing this Agreement, Client affirms that it has all the data and records required to make its books and records complete.

8) Mandatory Disclosures. Eide Bailly may be requested to make certain engagement

documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly's personnel. Furthermore, upon request, Eide Bailly may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. Eide Bailly will be compensated for any time and expenses, including time and expenses of legal counsel, it may incur in making such documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of Eide Bailly's performance of these services. Client and its attorney will receive, if lawful, a copy of every subpoena Eide Bailly is asked to respond to on its behalf. Wherever possible and as permitted under applicable court rules, Eide Bailly will work with Client to limit costs Client may incur."

9) Service Providers. Eide Bailly may use third-party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering its services to Client. Eide Bailly's use of service providers may require access to Client information by the service provider. Eide Bailly will take reasonable precautions to determine that such service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. Eide Bailly will remain responsible for the confidentiality of Client information accessed by such service provider and any work performed by such service provider. Client acknowledges that its information may be disclosed to such service providers, including those outside the United States.

10) Use of Artificial Intelligence. While providing the services set forth in this Agreement, in order to enhance the quality and efficiency of services provided, Eide Bailly may use tools incorporating artificial intelligence, including, but not limited to, algorithms, machine learning, and automated processes ("AI"). The use of such technologies will comply with applicable laws and regulations. Eide Bailly will use appropriate due diligence and best practices to ensure that any AI tools and methods are secure.

11) Confidential Information. Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this Agreement or as otherwise necessary for Eide Bailly to provide the services. Client's confidential information is defined as any information it provides to Eide Bailly that is not available to the public. Eide Bailly's confidential information includes its engagement documentation for engagements performed under this Agreement. Eide Bailly's engagement documentation, including all workpapers, shall at all times remain the property of Eide Bailly. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

12) Retention Period. Eide Bailly agrees to retain its documentation or work papers for a period of at least eight years from the date of a report, other engagement deliverables, and/or completion of the engagement.

DISPUTES & LIMITATIONS

13) Mediation. Any disagreement, controversy, or claim arising out of or related to any aspect of Eide Bailly's services or relationship with Client (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Minneapolis, Minnesota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

14) Limitation of Liability. Unless disallowed by law or regulation, the exclusive remedy available to Client for any alleged loss arising from or related to Eide Bailly's services shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this Agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to Client exceed two times fees paid under the applicable Statement of Work, nor shall Eide Bailly ever be liable to Client for indirect, special, incidental,

consequential, punitive, or exemplary damages, or attorneys' fees.

15) Time Limitation. Unless disallowed by law or regulation, Client may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("limitation period") after the date when Eide Bailly delivered the report, return, or other deliverable as identified in a relevant Statement of Work or upon termination of the Statement of Work, whichever is earlier, regardless of whether Eide Bailly performs other services for Client. The limitation period applies and begins to run even if Client has not suffered any damage or loss or has not become aware of a possible dispute.

16) Limited Indemnity. Eide Bailly shall not be responsible for any misstatements in its deliverables to Client that it may fail to detect as a result of misrepresentations or concealment of information by any of Client's owners, directors, officers, or employees. Unless disallowed by law, regulation, or applicable professional standards, Client shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages, and attorneys' fees arising from any such misstatement or concealment of information.

If, through no fault of Eide Bailly, it is named as a party to a dispute between Client and a third party, Client shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) it incurs in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this Agreement unless the services were performed in accordance with professional standards in all material respects.

17) Governing Law and Venue. Any Dispute between us, including any Dispute related to the engagement contemplated by this Agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

18) Assignment. Client shall not assign, sell, barter, or transfer any legal rights, causes of actions, claims, or Disputes it may have against Eide Bailly to any person.

OTHER

19) U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies. Where Eide Bailly is providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

20) HLB International. Eide Bailly is a member of HLB International, a worldwide organization of accounting firms and business advisors ("HLB"). Each member firm of HLB, including Eide Bailly, is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions, and no other member assumes any liability for such acts or omissions. Neither Eide Bailly nor any of its affiliates are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly or any of its affiliates are aware of such acts or omissions of another member of HLB. Engagements referred among HLB member firms may result in the payment and receipt of a referral fee.

21) Eide Bailly Alliance. Eide Bailly formed the Eide Bailly Alliance, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions, and no other member assumes any liability for such acts or omissions. Neither Eide Bailly, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

22) Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23) Use of Deliverables and Drafts. Client agrees it will not modify any deliverables or drafts prepared by Eide Bailly for internal use or for distribution to third parties. Client also understands that Eide Bailly may, on occasion, send Client documents marked as draft and understand that those are for Client's review purpose only, should not be distributed in any way, and should be destroyed as soon as possible. When the engagement provides for the issuance of a report on financial or non-financial information, and/or other deliverables, Client may make copies of the report and/or other deliverables, but only if the entirety of the relevant underlying information, exactly as accompanying our report and/or deliverable, as appropriate, are reproduced and distributed with the report and/or other deliverables. Client agrees not to reproduce or associate our report and/or other deliverables with any other financial or non-financial information, or portions thereof, that are not the subject of our engagement.

Acknowledged and agreed:

Eide Bailly LLP

EIDE BAILLY LLP

CLIENT

Michael Van Milligen

Signature

Michael C. Van Milligen

Name

City Manager

Title

10/06/2025

Date

Eide Bailly Use:
Client ID: 60588
Account Name: City of Dubuque - General
Address: City Hall 50 W 13 St, Dubuque, IA 52001
SR ID: SR-0099721

EIDE BAILLY LLP
TECHNOLOGY CONSULTING ADDENDUM
to MASTER SERVICES AGREEMENT

GENERAL

1) This Addendum only applies in conjunction with an associated Statement of Work for technology consulting services. All terms of the Master Services Agreement shall remain in full force and effect.

SERVICES AND DELIVERABLES

2) **Incorporation of Design Documentation**. The Deliverables identified in a Statement of Work may include Design Documentation. Any Design Documentation shall be submitted to Client for written approval. Upon Client's written approval, any Design Documentation shall be incorporated into the Deliverables described in a Statement of Work. If the Design Documentation conflicts with any such Deliverables, the Design Documentation shall control.

3. Work Outside of Scope. Eide Bailly shall have no obligation to provide any Deliverables or perform any Services not specifically set forth in a Statement of Work or Design Documentation. Client may request additional Deliverables and Services only pursuant to the Change Control procedures described immediately below.

4. Change Control. If either Party identifies a need to supplement or revise the Services or Deliverables described in a Statement of Work, the Party may create a change request ("Change Request"). The Change Request shall include relevant details such as changes to scope, assumptions, cost estimates, timelines, risks, and the like. Both Parties shall accept the terms of a Change Request before work outside the scope of a Statement of Work may continue. Eide Bailly shall charge Client, and Client shall pay Eide Bailly, on an hourly basis at Eide Bailly's normal hourly rates for any services or deliverables requested by Client that are not specified in a Statement of Work or an accompanying Change Request. Any signed Change Request shall thereafter be incorporated into the Statement of Work to which it refers.

5. HIPAA. Unless agreed by Eide Bailly in a separate signed writing:

a) Client has not relied on Eide Bailly to opine upon Eide Bailly's actual or potential status as a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"));

b) In providing the Services, Eide Bailly is not acting as a Business Associate on Client's behalf;

c) The Services and Deliverables may not be used to store, maintain, process, or transmit protected health information ("PHI") (as that term is defined in HIPAA); and

d) The Services and Deliverables will not be used in any manner that would require the Services or Deliverables to be HIPAA compliant.

OWNERSHIP RIGHTS

6. Eide Bailly's Ownership Rights. Eide Bailly retains all rights, titles, and interests, including Intellectual Property Rights, in any Preexisting Materials, including the right to use, reuse, or otherwise exploit any Preexisting Materials for its other clients. In addition, Eide Bailly retains all rights, titles, and interests, including all Intellectual Property Rights, in the Services, Software, Design Documentation, and Deliverables, including the right to provide similar services and deliverables to other clients.

7. Client Ownership Rights. Client retains all rights, titles, and interests, including all Intellectual Property Rights, in the Client Materials. Client grants Eide Bailly the right to use the Client Materials to provide the Services and Deliverables to Client. Eide Bailly shall not market, distribute, reproduce, or seek to commercially exploit the Client Materials.

8. Contingent License. Provided Client has fulfilled its obligations under this Agreement, Eide Bailly grants Client a perpetual, non-exclusive, transferable, worldwide, and royalty free license to use, reproduce, copy, perform, display, modify or have modified by third parties, create or have created by third parties derivative works of, the Services, Software, Design Documentation, and/or Deliverables.

CLIENT ENGAGEMENT RESPONSIBILITIES

9. Appointment of Coordinator. Client shall designate one individual and one alternate to serve as Eide Bailly's primary point of contact for the relationship contemplated by this Agreement (the "Coordinator"). The Coordinator shall have the authority to act for Client as to all aspects of this Agreement. Eide Bailly shall be entitled to rely on all statements and agreements made by the Coordinator during the term of this Agreement.

10. Third-Party Products and License Terms. In connection with the receipt of any services or the use of any third-party products, software, tools, or components incorporated into or referenced in any applicable Statement of Work, Client expressly acknowledges and agrees to be bound by the terms and conditions of any applicable third-party license agreements, whether such terms are provided directly by the third party or referenced by Eide Bailly. Client further agrees that:

a) **No Objection**. Client shall not contest, object to, or otherwise challenge, the enforceability or applicability of any such third-party license terms.

b) **Deemed Receipt**. Client acknowledges that it has received, reviewed, and understood all applicable third-party license agreements, or, where such agreements are publicly available or referenced in the Statement of Work, that it has had a reasonable opportunity to do so. Client shall not assert any claim or defense based on non-receipt or lack of awareness of such terms.

c) **Indemnification**. Client shall indemnify, defend, and hold harmless Eide Bailly from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to Client's breach of any third-party license terms.

d) **Survival**. The provisions of this section shall survive the termination or expiration of the applicable Statement of Work or this Agreement.

WARRANTIES

11) **Express Warranty**. Eide Bailly shall perform all Services, and the Deliverables shall have been prepared in a workmanlike manner.

12) **Warranty Against Non-Infringement**. Any Services, Software, or Deliverables, when properly used as contemplated by this Agreement, shall not infringe or misappropriate any United States copyright, trademark, patent, or other trade secrets of any third parties. Eide Bailly has any necessary rights and permissions to use any Third-Party Software in the manner contemplated by this Agreement.

13) **Warranty Disclaimers**. Except as specifically described in this Warranties section, all Services, Software, Third-Party Software, Deliverables, and any other product or service provided by Eide Bailly to Client are furnished "as is" and without any other express or implied warranties of any kind. Eide Bailly expressly disclaims any and all such warranties, such as, but without limitation, any implied warranties of merchantability, or fitness for a particular purpose. Eide Bailly does not warrant that any Services, Software, Third-Party Software, or Deliverables will be uninterrupted or error free.

14) **Remedies for Breach of Warranty**. The exclusive remedy to Client for a breach of any warranty arising under this Agreement shall be the repair or replacement of the Services, Software, Deliverables, or any other product or service provided to Client by Eide Bailly. If a court of competent jurisdiction determines that this remedy fails of its essential purpose, Client's damages for breach of warranty shall be limited as described in the Master Services Agreement.

DEFINITIONS

15) As used in this Addendum:

a) "**Client Materials**" means all of Client's proprietary business information, methodologies, procedures, utilities, algorithms, models, documents, and concepts, and any Intellectual Property Rights therein, which are provided by Client to Eide Bailly in furtherance of this Agreement.

b) "**Deliverables**" means only those tangible items Eide Bailly agrees in writing to provide to Client in a Statement of Work.

c) "**Design Documentation**" means a written description of requirements or functionality created through a collaborative process between Eide Bailly and Client for the purpose of analysis, planning, and implementation of the Services and/or Deliverables.

d) "**Intellectual Property Rights**" means patents, patent applications, patent rights, trademarks, trademark registrations, trademark applications, service marks, business marks, trade names, brand names, all other names and slogans embodying business or product goodwill (or both), copyright registrations, copyrights (including those in computer programs, software such as source code and object code, development documentation, programming tools, drawings, specifications and data), trade secrets, proprietary information, know-how, mask works, industrial designs, processes and technical information and all related rights now existing or hereafter created.

e) "**Preexisting Materials**" means Eide Bailly's proprietary business information, methodologies, programming, tools, know-how, procedures, utilities, algorithms, models, software libraries, source code, design, products, platform, and documents, and all Intellectual Property Rights therein.

f) "**Services**" means only those technology consulting services Eide Bailly agrees in writing to provide to Client in a Statement of Work.

g) "**Software**" means all computer code and related uses of information technology including but not limited to, all documentation, manuals, and instructions, that is used, designed, developed, and/or implemented by Eide Bailly for Client under this Agreement.

h) "**Third-Party Software**" means all software that is owned by an entity other than Eide Bailly or Client and is being used by Eide Bailly to provide the Services and/or Deliverables to Client.

16. Usage. All terms defined herein shall include the plural as well as the singular. Any undefined term shall be defined according to its plain English definition.

Mowing, Baling and Removal Agreement Between the City of Dubuque, Iowa and Shane Steffen

This agreement for mowing, baling, and removal of hay services between the City of Dubuque (hereafter referred to as "City") and Shane Steffen(hereafter referred to as "Contractor") is made and entered into on the 25th day of September 2025.

The property stated in this agreement is found at the following address: Dubuque Technology Park-Dubuque, Iowa

City and Contractor hereby agree to the following terms:

1. City will grant the Contractor access to the property during regular business hours Monday – Friday (8:00am – 5:00pm) CST and additional mutually agreed upon times.
2. Contractor will provide all equipment and supplies that are necessary to perform maintenance services on the above property.
3. Contractor will complete the mowing, baling, and removal of hay from the property by the 15th day of October 2025.
4. Contractor will pay City $750.00 dollars
5. Contractor understands that City does not carry or maintain any insurance coverage, for its contractors, and Contractor is expected to carry its own insurance coverages.
6. Contractor will provide proof of insurance acceptable to City.
7. This contract is governed by the laws of the state of Iowa.
8. The venue for any lawsuit, dispute or proceeding that may arise out of this Agreement or otherwise involving City or Contractor will be in Iowa District Court for Dubuque County.
9. The terms in the Hay Mowing, Baling, and Removal of Hay bid sheet are agreed upon and will be followed by contractor

In agreement to the above mentioned terms the City and Contractor sign below.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen

Date: 10/03/2025

CONTRACTOR, Shane Steffen

By: Shane Steffen

Date: 9-25-25

4492 Westside Drive
Dubuque, Iowa 52003
P (563) 355-0702
Terracon.com

September 11, 2025

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

Attn: Mr. Max O'Brien

RE: Proposal for Geotechnical Engineering Services
Old Mill Road Lift Station Phase 3
Old Mill Road
Dubuque, Iowa
Terracon Proposal No. P33255017.R1

Dear Mr. O'Brien:

We appreciate the opportunity to submit this proposal to the City of Dubuque (City) to provide geotechnical engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Exhibit C includes details regarding our fees and consideration of additional services, as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Fred E. Schuster, P.E.
Project Engineer

Sara J. Somsky, P.E.
Principal

Reference Number: P33255017

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Dubuque IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Old Mill Lift Station Phase 3 Middle Fork project ("Project"), as described in Consultant's Proposal dated 09/11/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

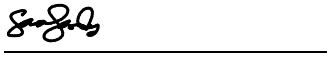
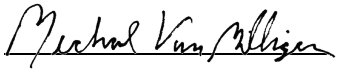
Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Dubuque IA**
By:	 Date: **9/11/2025**	By:	 Date: 09/25/2025
Name/Title:	**Sara J Somsky / Geotechnical Department Manager**	Name/Title:	**Michael Van Milligen / City Manager**
Address:	**4492 Westside Dr**	Address:	**Engineering Department 50 W 13th St**
	Dubuque, IA 52003-8106		**Dubuque, IA 52001**
Phone:	**(563) 355-0702** Fax:	Phone:	**(598) 427-0** Fax:
Email:	**Sara.Somsky@terracon.com**	Email:	**ctymgr@cityofdubuque.org**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the City and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request the City and/or the design team verify all information provided in the following tables prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	A phone call with Mr. Todd Irwin and Mr. Max O'Brien with the City occurred on June 3, 2025, an onsite meeting occurred on June 11, 2025, and meeting at City Hall on August8, 2025. Information provided included a Parcel Map and conceptual plan drawings of the layout of the planned alignment.
Project Description	The existing gravity sanitary sewer main line will be reconstructed, extending from east of the intersection of Hughes Court and Cedar Cross Road to the current construction at Old Mill Road Lift Station, which is located north of Old Mill Road and Rockdale Road.
Proposed Structure	Approximately 2.5 miles of replacement 48-inch diameter sanitary sewer is planned. The reconstruction will include three railroad track crossings, up to two rock boring areas, and numerous creek crossings. A majority of the replacement sewer alignment will follow the existing gravity sewer and City right-of-way (ROW). Terracon understands the majority of the alignment will be constructed with open-cut methodology, although the project also incorporates three subsurface track crossings and possibly two rock boring areas.
Grading/Slopes	A grading plan was not provided. We understand minimal cut/fill will be required to develop final grades. Evaluation of existing/proposed slopes was not requested and is not included in our scope of services.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project extends northwest from the Old Mill Road Lift Station approximately 2.5 miles along the middle fork of Catfish Creek in Dubuque, Iowa. ■ West Extent: 42.4835° N 90.7038° W ■ East Extent: 42.4694° N 90.6780° W ■ Approximate; see **Exhibit D**
Existing Improvements	Proposed alignment is generally located in undeveloped areas along an existing utility ROW corridor and a railroad ROW. The existing sewer is understood to be 12 to 18 inches in diameter. Other possible above and below-grade utilities are also expected.
Current Ground Cover	Grass, weeds, pavements, and the Middle Fork Catfish Creek.
Existing Topography	The topography in the area of the proposed alignment is generally gently rolling, with the ground surface elevations at the boring/probe locations ranging from about 620 to 810 feet.
Site Access	Our fee includes a site visit prior to mobilization to locate the borings/probes, verify access to the boring/probe locations, and determine access routes to the borings/probes. Our proposal considers the alignment and all exploration locations will be accessible with our ATV-mounted drilling equipment and support truck.
Expected Subsurface Conditions	Terracon provided geotechnical engineering services for the Old Mill Road Lift Station and trenchless crossings at the railroad tracks. The subsurface conditions encountered were presented in Terracon Report Nos. 07215132 and 13225081.02, dated November 23, 2021 and August 24, 2023, respectively. Shallow groundwater, relative to construction proposed, was present at the site at depths of 4 to 10 feet. The alignment is expected to consist primarily of alluvial sands, silts, and clays with underlying relatively shallow limestone or dolomite bedrock in some areas

Exhibit B - Scope of Services

Our proposed Scope of Services consists of a field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by City, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program that includes subsurface borings, bedrock elevation mapping, and dewatering testing:

Number of Exploration Locations	Type of Exploration	Depth or Description [1]	Planned Location [2]
7	Borings	40	Track Crossings
11	Borings	30	Proposed Alignment
1	Pump Tests	35 feet, Dewatering Testing	
12	Geoprobe Sampling	30	
4		35	
13	Pwave Refraction and MASW Survey	A seismic system consisting of a seismograph and linear series of 24 geophones in Bedrock Elevation Mapping- Pwave Refraction and MASW Surveys	

1. Based on the geology in the vicinity of the project site, shallow bedrock may be encountered at the boring locations. If refusal is encountered above the planned depth, up to 8 borings will be advanced to planned depth using rock coring procedures. The remaining borings will be terminated upon auger refusal. Up to 80 feet of rock coring is included in our fee.
2. The planned boring and geoprobe sampling locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We understand that the City will stake proposed exploration locations and provide surface elevations.

Subsurface Exploration Procedures: We will advance the borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary) and/or rotary wash boring techniques. Samples will be obtained at an interval of approximately 2½ feet in the upper 15 feet or 20 feet, depending on the

planned invert elevation of the pipe, of each boring and at intervals of 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our laboratory for testing, and classified by an engineer or geologist. In addition, we will observe and record groundwater levels during drilling and sampling. If rotary wash drilling methods are used to advance the boreholes, the drilling fluid will obscure the actual groundwater levels, so water levels will not be recorded in boreholes after the initiation of rotary wash drilling methods.

Upon encountering bedrock or refusal-to-drilling conditions, rock coring (using NQ rock core barrel) will be performed at up to eight borings. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our proposed budget considers water is available within several miles of the boring location.

Our exploration team will prepare field logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples.

Soil samples obtained during our field exploration will be retained for approximately 60 days after submission of our geotechnical engineering report in the event that additional testing is requested.

The Geoprobe samplings will also be performed using a track/all-terrain vehicle (ATV) mounted rig to hydraulic push and sampling tube through the soil. Samples would be collected utilizing a dual tube soil sampling system that contains a sealed casing. The core (e.g., macro-core) sampling is performed continuously, as much as 5 feet in length, in formations ranging from plastic clays to saturated sands. For the basis of his report, the Geomorphologist, Mr. Michael Kolb, will view the samples collected at Terracon's Dubuque office.

Pumping Well and Monitoring Well Installation: Due to the planned use of open cut installation of the sewer line and assumed shallow groundwater, temporary dewatering systems will likely be required along the alignment. In order to provide estimates for groundwater inflow to assist in the design of the temporary dewatering systems and to aid in estimating settlement impacts to the surrounding area, Terracon proposes to conduct a series of aquifer performance tests to determine a reasonable estimate of the distance from the excavation that the groundwater table will be lowered (radius of influence), and an estimate of the quantity of groundwater (flow rate) required to be handled by the temporary dewatering systems.

- Test Well Installation: To complete the aquifer performance testing phase of this project, Terracon will install one 4-inch diameter "pumping" well, and

three 2-inch diameter observation wells at the site. The "pumping" well will be installed near the central portion of the subject site to a depth of approximately 25 feet. The monitoring wells will also be installed to 25 feet and have the same screen length as the "pumping" well. One observation well will be installed 10 feet from the "pumping" well, a second observation well will be installed within 25 of the pumping well, and a third observation well will be installed 40 feet from the pumping well.

The 4-inch "pumping" well will be constructed to a total depth of approximately 35 feet below existing ground surface (BGS). The "pumping" well will be screened from at least 5 feet to its total depth.

- Well Development: Each well will be developed to restore the natural hydraulic conductivity of the area surrounding the borehole and to achieve maximum production capacity for the pumping well. Each well will be initially developed using a surge block throughout the screened section. Upon completion of the initial surge block development, a test pump will be installed to complete the development of the well. The pump and surge development will consist of over pumping at various rates. Turbidity will be measured and recorded every ten minutes during development. Turbidity will be measured using a Hach 2100P turbidity meter. Well development will continue until the maximum specific capacity is obtained from the completed well and turbidity is within acceptable limits for discharge purposes, generally less than 10 NTUs.

Aquifer Performance Testing: A series of aquifer performance tests will be completed at the site once the pumping well and observation wells have been fully developed. Terracon proposes to complete a step-drawdown test in order to determine the pumping rate necessary to influence water levels across the site during the 48-hour constant rate test. Terracon proposes to complete one 48-hour constant rate pumping test. The pumping rate for the constant rate test will be determined based on analysis of the step-drawdown test data.

Terracon will provide on-site aquifer test data collection services for the completion of the required constant rate pumping tests at the project site. Terracon will provide all water level meters and data logging pressure transducers necessary to collect water level data during the tests. Also, a pressure transducer dedicated to monitor barometric pressure fluctuations during the entire aquifer performance testing period will be deployed at the project site. Terracon will also provide all pumping equipment, flow meters, and discharge piping necessary complete the pumping tests.

- Constant Rate Test: A constant pumping rate will be estimated for the 48-hour constant rate test. The constant rate test will involve pumping the 4-inch test well at the selected discharge rate for 48-hours and monitoring recovery of water levels once the pumping period has ended.

Static water levels in the pumping well will be monitored for a minimum of 24 hours prior to starting the pumping test, using an In-situ LevelTroll 700 data logging pressure transducer (or equivalent) set to collect data every minute for 24 hours prior to the start of the pumping test. Also, a pressure transducer dedicated to monitor barometric pressure changes during the entire aquifer performance testing period will be deployed at the project site.

Depth to water measurements will be collected manually and with a pressure transducer within the pumping well at the intervals listed in the table below.

Time Since Beginning of Pumping	***Measurement Interval***
0 minutes to 2 minutes	~ 10 seconds
2 minutes to 5 minutes	30 seconds
0 minutes to 15 minutes	1 minute
15 minutes to 50 minutes	5 minutes
60 minutes to 120 minutes	10 minutes
120 minutes to 24 hours	30 minutes
24 hours to 48 hours	60 minutes

In addition to the time and drawdown (depth to water level) measurements, the instantaneous discharge rate and the flow meter totalizer reading will be recorded every 10 minutes for the first hour of pumping, then discharge measurements will follow the depth to water measurement time intervals.

Any additional factors affecting the quality of the well testing data will be recorded, including but not limited to, precipitation events, changes in barometric pressure, mechanical breakdown, etc. Depth to water measurements will be collected manually and with a pressure transducer within each observation well using the intervals listed in the table above.

When the pumping portion of the test is stopped, the rate of water level recovery in the pumping well will be measured at the shortest possible interval. The manual measurements will be collected as fast as possible for the first 15 minutes of the recovery and then will follow the measurement intervals for the drawdown interval as previously discussed. Recovery measurements will continue until the rate of water level rise is less than 1/10 foot per hour.

Water generated during well testing will be routed a discharge point away from the test area and managed in accordance with an approved disposal

plan. For the purposes of this proposal, it is assumed that the water produced during the test can be disposed of into surface run-off.

Bedrock Elevation Mapping– General Seismic: Terracon will use a seismic system consisting of a seismograph and linear series of 24 geophones to derive subsurface seismic velocity information.

- P-wave Refraction Survey: The refraction method is used to generate subsurface compressive wave velocities along the seismic array. An energy source, consisting of a hand-operated sledgehammer and metal plate, produces seismic waves along the seismic array. For each line, a single 2D profile is generated with compressive (p) wave velocities and corresponding depth. Rippability information can also be provided if requested and rock type is known. The refraction method is limited to results demonstrating increasing velocity with depth and is unable to resolve slower velocities below a higher velocity zone.

- Multi-channel analysis of surface waves (MASW): The MASW is a seismic method that is used to generate subsurface shear wave velocities along a seismic array. An energy source, consisting of a hand-operated sledgehammer and metal plate, produces seismic waves along the seismic array. The MASW method can be used to produce both a 1-D shear wave velocity profile to aid in Site Class determination and a 2-D subsurface profile to aid in subsurface characterization. The MASW method is not limited by increasing velocity with depth and is capable of modeling relative changes in velocity. Shear wave velocities correlate with material stiffness and shear modulus.

Report outputs would consist of 2D interpretations of the models based on the seismic velocity and the ground truth data available. A seismic velocity will be determined for the top of bedrock based on available boring data, and bedrock will be approximated from each model with the inclusion of boring data to produce a bedrock elevation profile. We anticipate extending five to six lines using a combination of the above-described methods. A seismic site classification could also be provided from the collected data

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to vegetation, landscaping and/or crops.

We will backfill borings with auger cuttings and/or bentonite chips upon completion and a downhole plug will be installed near the ground surface of the borings performed in grass. Borings performed in pavements will be capped with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings

will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Site Access: Terracon must be granted access to each exploration site by the property owner. Terracon will correspond with the City, as required, to allow for the notification of property owners and to proceed with access routes and timeframes that have been agreed upon. Our proposed fees includes time to correspond with the City, but do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Terracon will contact Iowa "One Call" to locate utilities in public easements. This service requires 3 days to clear utilities from the time the request is made. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, including drainage tiles, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service

would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight (on thin-wall cohesive soils only)
- Unconfined compressive strength (on thin-wall cohesive soils only)
- Atterberg limits (up to 20 samples)
- Grain size analysis (up to 20 samples)
- Rock quality designation (RQD)
- Unconfined compressive strength of rock core samples

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS). Rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide better specimens for classification.

Engineering and Project Delivery

Geotechnical Engineering Reports: The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared for the sewer and a geotechnical engineering report will be prepared for the trenchless crossings of the trackage. The geotechnical engineering reports will be prepared under the supervision of a licensed professional engineer.

The geotechnical engineering report for construction of the sewer will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual and tactile soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures

- General geology of the project site
- Summary of the subsurface conditions encountered
- Earthwork recommendations including site/subgrade preparation
- Lateral earth pressure recommendations
- Analysis of aquifer performance testing data
- Summary of groundwater flow model results with estimates of distance from the excavation the groundwater table will be lowered and estimated quantities of groundwater (flow rate) that will have to be handled by a temporary dewatering system
- Geomorphological interpretation of samples (provided by Mr. Michael Kolb, an independent consultant)

The geotechnical engineering report for the railroad crossings will include and/or address the following:

- Stratified boring logs with field and laboratory data
- Summaries of subsurface soil, rock, and groundwater conditions encountered
- General geology of the site
- Site Location and Exploration Diagrams
- Subsurface exploration procedures
- Discussion regarding the feasibility of the trenchless installations
- Geotechnical parameters for the applicable layers, including:
    - Unit weight
    - Angle of internal friction or cohesion
    - Rankine at-rest earth pressure coefficient
- General design and construction considerations for the trenchless installations
- Estimated ground surface settlement consideration an overcut dimension
- Estimated ground surface settlement resulting from dewatering
- Discussion of mitigative methods to address potential excessive settlement
- Recommended settlement monitoring program during construction
- Recommended settlement monitoring point layout
- Estimated seismic site class, per AREMA, based on the data obtained
- General dewatering considerations
- Geotechnical discussion regarding pre-construction surveys and construction monitoring
- General earthwork recommendations for pit construction and backfilling, including:
    - Anticipated subgrade conditions and construction considerations
    - Suitable on-site and imported fill material types
    - Fill placement and compaction requirements

- General grading and drainage recommendations
- General earthwork considerations

Please note we considered that it will be the responsibility of the contractor to prepare an overall work/construction plan, a contingency plan and notification procedure that can be implemented during construction, as well as a dewatering plan/program and settlement monitoring program. Terracon's scope of services can require revisions once additional project details become available.

Review of Project Specifications: Our geotechnical report and associated verbal and written communications will be used by others on the design team to develop plans and specifications for bidding and construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations. We have included an allowance of fourteen (14) hours of Terracon's engineering personnel to assist the City of Dubuque and their civil engineering consultant in the preparation of geotechnical aspects of the project specific, performance specification that outlines the work and the construction/work plan that will need to be provided to Canadian National Railway (CN).

Once a contractor has been awarded the work, the contractor will need to prepare their comprehensive construction/work plan for inclusion in the application to CN, in order to receive final approval to initiate construction within the CN right-of-way. Our scope of services may require revisions once additional project details become available.

Delivery: Your project will also be delivered using **Compass**. Upon initiation, we provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of Compass. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Subcontracted Geomorphology Report
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Construction/Work Plan Review and Preparation: In order to receive a letter of "no objection" and approval to perform the construction, CN may request that Terracon provide a statement that the contractor's construction/work plan meets Terracon's recommendations and can be performed within the required settlement tolerances. Upon request, Terracon personnel will review the contractor's detailed construction/work plan and the project plans for consistency with the requirements of CN. Correspondence will be provided to the City of Dubuque regarding items we recommend be given consideration for revision or inclusion in the construction/work plan.

Construction Observation and Monitoring: CN may request that the geotechnical engineer be present during the trenchless installations as part of the 'License' or 'Agreement' between CN Railway and the City of Dubuque. Terracon's scope of services would then include construction monitoring of the jack and bore installation to document that the measures implemented meet the requirements of the approved Construction, Settlement Monitoring, and Contingency/Recovery Plans for the project. The purpose of these plans being to limit the potential for track settlement and disruption of railroad operations, and to have means in-place that will provide a high level of care related to the safety of the railroad's operations. Daily reports would be prepared by Terracon for submittal to CN, the City of Dubuque, and the Contractor(s).

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our estimated fee ranges from $162,950 to $171,600. If conditions are encountered that require revisions to our scope of services and/or result in higher fees, the City will be contacted and presented with a supplemental proposal/change order stating the modified scope of services and fees.

Our scope of services does not include services associated with site clearing, wet ground conditions or tree or shrub clearing. If such services are desired by the City, we should be notified so we can adjust our scope of services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, permitting, delays resulting from utility clearance or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	At least 2 days prior to commencing field program
Field Program	Drill date will be coordinated with the City 6 days of fieldwork anticipated
Site Characterization	15 days after completion of field program
Geotechnical Engineering	25 days after completion of field program

1. Upon receipt of your notice to proceed, we will activate the schedule component on **Compass** with anticipated dates for the delivery points noted above, as well as other pertinent events.

BUDGET ESTIMATE
SUBSURFACE EXPLORATION & GEOTECHNICAL ENGINEERING REPORT
Proposed Old Mill Road Phase 3
Dubuque, Iowa
Terracon Proposal No. P33255017

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
FIELD SERVICES	12 Geo probes to 30' or refusal, 4 Geo probes to 35' or refusal,11 Borings to 30' or AR, 7 Borings to 40' or AR,and Geophysical Testing			
Mobilization of equipment and personnel - All-Terrain Drill Rig and Crew	1	each	$2,500.00	$2,500.00
Mobilization of equipment and personnel - Geoprobe Rig and Crew	1	each	$3,900.00	$3,900.00
Track-mounted Drill Rig - Daily Usage	8	day	$1,000.00	$8,000.00
Geoprobe Rig - Daily Usage	3	day	$1,000.00	$3,000.00
Support Vehicle	11	day	$150.00	$1,650.00
Per Diem (two-person crew)	11	day	$400.00	$4,400.00
Geo Probe Sampling	500	foot	$19.00	$9,500.00
Auger Drilling and Soil Sampling (0-20 ft.)	360	foot	$19.00	$6,840.00
Auger Drilling and Soil Sampling (20-40 ft.)	250	foot	$20.75	$5,187.50
Rock Coring Setup	8	each	$150.00	$1,200.00
Rock Coring (0-40 ft)	80	foot	$54.75	$4,380.00
Field Geophysical Testing (MASW)	1	L.S.	$33,250.00	$33,250.00
Pump Dewatering Testing (per test)	1	test	$16,000.00	$16,000.00
Field Supervisor (Site Visit, Iowa One Call and Work Plan)	24	hour	$145.00	$3,480.00
			Subtotal	$103,287.50
ESTIMATED FIELD SERVICES SUBTOTAL				**$ 103,300.00**
LABORATORY SERVICES				
Boring Logs Stratification	24	hour	$145.00	$3,480.00
Visual Engineering Classification	345	each	$6.50	$2,242.50
Moisture Content Determination	345	each	$10.00	$3,450.00
Dry Density Determination	36	each	$25.00	$900.00
Unconfined Compression Test - Soil	36	each	$20.00	$720.00
Hand Penetrometer Test	125	each	$5.00	$625.00
Atterberg Limits (3-point method)	20	each	$156.00	$3,120.00
Percent Finer than #200 sieve	0	each	$75.00	$0.00
Sieve Analysis washed over #200 sieve	0	each	$95.00	$0.00
Combined Sieve Analysis & Hydrometer	20	each	$185.00	$3,700.00
Chemical Analyses (suite of analytical tests)**	0	each	$350.00	$0.00
Rock Core Density and Unconfined Compressive Strength	12	each	$225.00	$2,700.00
**pH, Red-Ox, soluble sulfates, sulfides, chlorides, total salts, & Miller box resistivity			Subtotal	$20,937.50
ESTIMATED LABORATORY SERVICES SUBTOTAL				**$ 20,950.00**

BUDGET ESTIMATE
SUBSURFACE EXPLORATION & GEOTECHNICAL ENGINEERING REPORT
Proposed Old Mill Road Phase 3
Dubuque, Iowa
Terracon Proposal No. P33255017

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GEOTECHNICAL ENGINEERING SERVICES	Project Direction, Coordination, Geotechnical Engineering Evaluations, and Report Preparation and Submittal			
Senior Consultant	20	hour	$235.00	$4,700.00
Senior Principal (Pump Testing Analysis, Modeling, and Reporting)	40	hour	$230.00	$9,200.00
Principal	30	hour	$225.00	$6,750.00
Senior Project Manager / Engineer, P.E.	85	hour	$175.00	$14,875.00
Geoarchaeological Assessment	1	L.S.	$7,400.00	$7,400.00
Environmental Geomorphological Reviewer (Review of Subcontractor Report)	4	hour	$145.00	$580.00
Staff Engineer	18	hour	$135.00	$2,430.00
Project Geologist	4	hour	$115.00	$460.00
Draftsperson/CAD Operator	0	hour	$70.00	$0.00
Clerical/Administrative Staff	10	hour	$95.00	$950.00
			Subtotal	$47,345.00
ESTIMATED GOETECHNICAL ENGINEERING SERVICES SUBTOTAL				**$ 47,350.00**
ESTIMATED TOTAL FOR SCOPE OF SERVICES				**$ 171,600.00**

2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Alignment Location

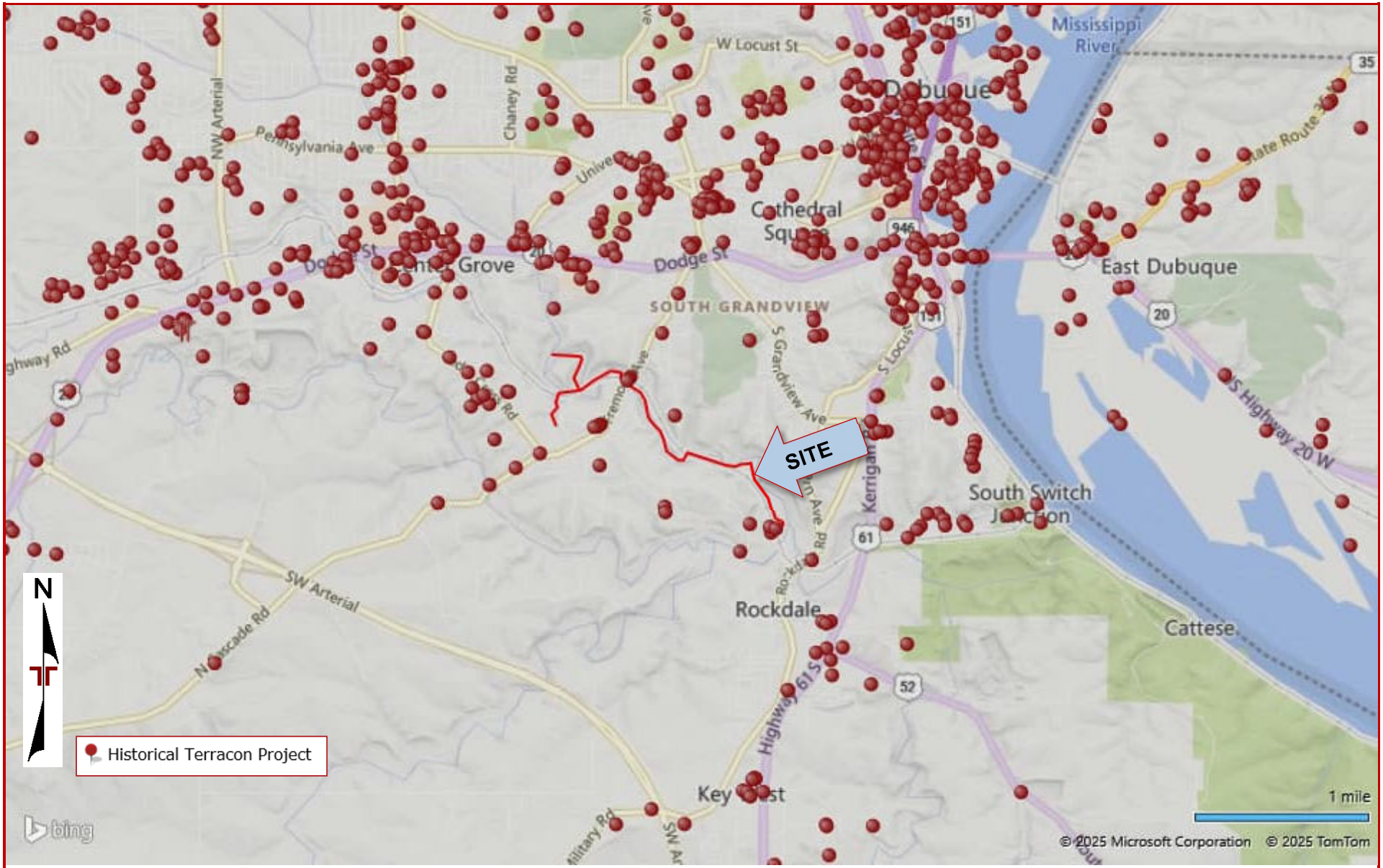


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

4492 Westside Drive
Dubuque, Iowa 52003
P (563) 355-0702
Terracon.com

September 11, 2025

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

Attn: Mr. Todd Irwin

RE: Proposal for Geotechnical Engineering Services
Old Mill Road Lift Station Phase 4
Dubuque, Iowa
Terracon Proposal No. P33255018

Dear Mr. Irwin:

We appreciate the opportunity to submit this proposal to the City of Dubuque (City) to provide geotechnical engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Exhibit C includes details regarding our fees and consideration of additional services, as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Fred E. Schuster, P.E.
Project Engineer

Sara J. Somsky, P.E.
Principal

Reference Number: P33255018

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Dubuque IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Old Mill Lift Station Phase 4 South Fork project ("Project"), as described in Consultant's Proposal dated 09/11/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

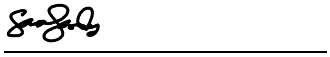
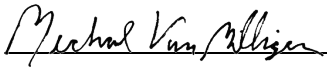
Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Dubuque IA**
By:	 Date: **9/11/2025**	By:	 Date: 09/25/2025
Name/Title:	**Sara J Somsky / Geotechnical Department Manager**	Name/Title:	**Michael Van Milligen / City Manager**
Address:	**4492 Westside Dr**	Address:	**Engineering Department 50 W 13th St**
	Dubuque, IA 52003-8106		**Dubuque, IA 52001-4805**
Phone:	**(563) 355-0702** Fax:	Phone:	**(563) 5894270** Fax:
Email:	**Sara.Somsky@terracon.com**	Email:	**ctymgr@cityofdubuque.org**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the City and the expected subsurface conditions as described below. We request the City and/or the design team verify all information provided in the following tables prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	A phone call with Mr. Todd Irwin and Mr. Max O'Brien with the City occurred on June 3, 2025, an onsite meeting occurred on June 11, 2025, and a meeting at City Hall occurred on August 8, 2025. Information provided included a Parcel Map and conceptual plan drawings of the layout of the planned alignment.
Project Description	The existing gravity sanitary sewer main line will be reconstructed, extending from approximately ¼ mile north of the intersection of North Cascade Road and Miners Lane to the current construction at Old Mill Road Lift Station, which is located north of Old Mill Road and Rockdale Road.
Proposed Structure	Approximately 2.2 miles of replacement 48-inch diameter sanitary sewer is planned. The reconstruction will include numerous creek crossings and three possible trenchless installations. Terracon understands the majority of the alignment will be constructed with open-cut methodology.
Grading/Slopes	A grading plan was not provided. We understand minimal cut/fill will be required to develop final grades. Evaluation of existing/proposed slopes was not requested and is not included in our scope of services.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project extends west from the Old Mill Road Lift Station, which is currently under construction, located approximately 2.2 miles along the south fork of Catfish Creek in Dubuque, Iowa. ▪ West Extent: 42.4753° N 90.7122° W ▪ East Extent: 42.4678° N 90.6792° W ▪ Approximate; see **Exhibit D**

Item	Description
Existing Improvements	Proposed alignment is generally located in undeveloped areas along an existing utility ROW. Above and below-grade utilities are also expected.
Current Ground Cover	Various vegetation, pavements, and creek
Existing Topography	The topography in the area of the proposed alignment is generally gently rolling, with the ground surface elevations at the boring/probe locations ranging from about 620 to 680 feet.
Site Access	Our fee includes a site visit prior to mobilization to locate the borings/probes, verify access to the boring/probe locations, and determine access routes to the borings/probes. Our proposal considers the alignment, and all exploration locations will be accessible with our ATV-mounted drilling equipment and support truck.
Expected Subsurface Conditions	Terracon provided geotechnical engineering services for the Old Mill Road Lift Station and trenchless crossings at the railroad tracks. The subsurface conditions encountered were presented in Terracon Report Nos. 07215132 and 13225081.02, dated November 23, 2021 and August 24, 2023, respectively. Shallow groundwater, relative to construction proposed, was present at the site at depths of 4 to 10 feet. The alignment is expected to consist primarily of alluvial sands, silts, and clays with underlying relatively shallow limestone or dolomite bedrock in some areas.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of a field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by City, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program that includes subsurface borings, bedrock elevation mapping, and dewatering testing:

Number of Exploration Locations	Type of Exploration	Depth or Description [1]	Planned Location [2]
9	Borings	30	Proposed Alignment
6	Borings	40	
1	Pump Test	35 feet, Dewatering Testing	
9	Geoprobe Sampling	30	
6	Geoprobe Sampling	35	
5	Pwave Refraction and MASW Survey	A seismic system consisting of a seismograph and linear series of 24 geophones in Bedrock Elevation Mapping	

1. Based on the geology in the vicinity of the project site, shallow bedrock is expected to be encountered at some boring locations. If refusal is encountered above the planned depth, up to 7 borings will be advanced to planned depth using coring procedures. The remaining borings will be terminated upon encountering auger refusal. Up to 70 feet of rock coring is included in our fee.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We understand that the City will stake proposed exploration locations and provide surface elevations.

Subsurface Exploration Procedures: We will advance the borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary) and/or rotary wash boring techniques. Samples will be obtained at an interval of approximately 2½ feet in the upper 15 feet or 20 feet, depending on the planned invert elevation of the pipe, of each boring and at intervals of 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling

procedures. The split-barrel samplers will be driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our laboratory for testing, and classified by an engineer or geologist. In addition, we will observe and record groundwater levels during drilling and sampling. If rotary wash drilling methods are used to advance the boreholes, the drilling fluid will obscure the actual groundwater levels, so water levels will not be recorded in boreholes after the initiation of rotary wash drilling methods.

Upon encountering bedrock or refusal-to-drilling conditions, rock coring (using NQ rock core barrel) will be performed in as many as seven borings. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our proposed budget considers water is available within 1 mile of the boring location.

Our exploration team will prepare field logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples.

Soil samples obtained during our field exploration will be retained for approximately 60 days after submission of our geotechnical engineering report in the event that additional testing is requested.

The Geoprobe samplings will also be performed using a track/all-terrain vehicle (ATV) mounted rig to hydraulic push and sampling tube through the soil. Samples would be collected utilizing a dual tube soil sampling system that contains a sealed casing. The core (e.g., macro-core) sampling is performed continuously, as much as 5 feet in length, in formations ranging from plastic clays to saturated sands. For the basis of his report, the Geomorphologist, Mr. Michael Kolb, will view the samples collected at Terracon's Dubuque office.

Pumping Well and Monitoring Well Installation: Due to the planned use of open cut installation of the sewer line and assumed shallow groundwater, temporary dewatering systems will likely be required along the alignment. In order to provide estimates for groundwater inflow to assist in the design of the temporary dewatering systems and to aid in estimating settlement impacts to the surrounding area, Terracon proposes to conduct a series of aquifer performance tests to determine a reasonable estimate of the distance from the excavation that the groundwater table will be lowered (radius of influence), and an estimate of the quantity of groundwater (flow rate) required to be handled by the temporary dewatering systems.

- Test Well Installation: To complete the aquifer performance testing phase of this project, Terracon will install one 4-inch diameter "pumping" well, and three 2-inch diameter observation wells at the site. The "pumping" well will be installed near the central portion of the subject site to a depth of

approximately 25 feet. The monitoring wells will also be installed to 25 feet and have the same screen length as the "pumping" well. One observation well will be installed 10 feet from the "pumping" well, a second observation well will be installed within 25 of the pumping well, and a third observation well will be installed 40 feet from the pumping well.

The 4-inch "pumping" well will be constructed to a total depth of approximately 35 feet below existing ground surface (BGS). The "pumping" well will be screened from at least 5 feet to its total depth.

- Well Development: Each well will be developed to restore the natural hydraulic conductivity of the area surrounding the borehole and to achieve maximum production capacity for the pumping well. Each well will be initially developed using a surge block throughout the screened section. Upon completion of the initial surge block development, a test pump will be installed to complete the development of the well. The pump and surge development will consist of over pumping at various rates. Turbidity will be measured and recorded every ten minutes during development. Turbidity will be measured using a Hach 2100P turbidity meter. Well development will continue until the maximum specific capacity is obtained from the completed well and turbidity is within acceptable limits for discharge purposes, generally less than 10 NTUs.

Aquifer Performance Testing: A series of aquifer performance tests will be completed at the site once the pumping well and observation wells have been fully developed. Terracon proposes to complete a step-drawdown test in order to determine the pumping rate necessary to influence water levels across the site during the 48-hour constant rate test. Terracon proposes to complete one 48-hour constant rate pumping test. The pumping rate for the constant rate test will be determined based on analysis of the step-drawdown test data.

Terracon will provide on-site aquifer test data collection services for the completion of the required constant rate pumping tests at the project site. Terracon will provide all water level meters and data logging pressure transducers necessary to collect water level data during the tests. Also, a pressure transducer dedicated to monitor barometric pressure fluctuations during the entire aquifer performance testing period will be deployed at the project site. Terracon will also provide all pumping equipment, flow meters, and discharge piping necessary complete the pumping tests.

- Constant Rate Test: A constant pumping rate will be estimated for the 48-hour constant rate test. The constant rate test will involve pumping the 4-inch test well at the selected discharge rate for 48-hours and monitoring recovery of water levels once the pumping period has ended.

Static water levels in the pumping well will be monitored for a minimum of 24 hours prior to starting the pumping test, using an In-situ LevelTroll 700 data logging pressure transducer (or equivalent) set to collect data every minute for 24 hours prior to the start of the pumping test. Also, a pressure transducer dedicated to monitor barometric pressure changes during the entire aquifer performance testing period will be deployed at the project site.

Depth to water measurements will be collected manually and with a pressure transducer within the pumping well at the intervals listed in the table below.

Time Since Beginning of Pumping	***Measurement Interval***
0 minutes to 2 minutes	~ 10 seconds
2 minutes to 5 minutes	30 seconds
0 minutes to 15 minutes	1 minute
15 minutes to 50 minutes	5 minutes
60 minutes to 120 minutes	10 minutes
120 minutes to 24 hours	30 minutes
24 hours to 48 hours	60 minutes

In addition to the time and drawdown (depth to water level) measurements, the instantaneous discharge rate and the flow meter totalizer reading will be recorded every 10 minutes for the first hour of pumping, then discharge measurements will follow the depth to water measurement time intervals.

Any additional factors affecting the quality of the well testing data will be recorded, including but not limited to, precipitation events, changes in barometric pressure, mechanical breakdown, etc. Depth to water measurements will be collected manually and with a pressure transducer within each observation well using the intervals listed in the table above.

When the pumping portion of the test is stopped, the rate of water level recovery in the pumping well will be measured at the shortest possible interval. The manual measurements will be collected as fast as possible for the first 15 minutes of the recovery and then will follow the measurement intervals for the drawdown interval as previously discussed. Recovery measurements will continue until the rate of water level rise is less than 1/10 foot per hour.

Water generated during well testing will be routed a discharge point away from the test area and managed in accordance with an approved disposal

plan. For the purposes of this proposal, it is assumed that the water produced during the test can be disposed of into surface run-off.

Bedrock Elevation Mapping– General Seismic: Terracon will use a seismic system consisting of a seismograph and linear series of 24 geophones to derive subsurface seismic velocity information.

- P-wave Refraction Survey: The refraction method is used to generate subsurface compressive wave velocities along the seismic array. An energy source, consisting of a hand-operated sledgehammer and metal plate, produces seismic waves along the seismic array. For each line, a single 2D profile is generated with compressive (p) wave velocities and corresponding depth. Rippability information can also be provided if requested and rock type is known. The refraction method is limited to results demonstrating increasing velocity with depth and is unable to resolve slower velocities below a higher velocity zone.

- Multi-channel analysis of surface waves (MASW): The MASW is a seismic method that is used to generate subsurface shear wave velocities along a seismic array. An energy source, consisting of a hand-operated sledgehammer and metal plate, produces seismic waves along the seismic array. The MASW method can be used to produce both a 1-D shear wave velocity profile to aid in Site Class determination and a 2-D subsurface profile to aid in subsurface characterization. The MASW method is not limited by increasing velocity with depth and is capable of modeling relative changes in velocity. Shear wave velocities correlate with material stiffness and shear modulus.

Report outputs would consist of 2D interpretations of the models based on the seismic velocity and the ground truth data available. A seismic velocity will be determined for the top of bedrock based on available boring data, and bedrock will be approximated from each model with the inclusion of boring data to produce a bedrock elevation profile. We anticipate extending five to six lines using a combination of the above-described methods. A seismic site classification could also be provided from the collected data

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to vegetation, landscaping and/or crops.

We will backfill borings with auger cuttings and/or bentonite chips upon completion and a downhole plug will be installed near the ground surface of the borings performed in grass. Borings performed in pavements will be capped with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings

will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Site Access: Terracon must be granted access to each exploration site by the property owner. Terracon will correspond with the City, as required, to allow for the notification of property owners and to proceed with access routes and timeframes that have been agreed upon. Our proposed fees include time to correspond with the City, but do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Terracon will contact Iowa "One Call" to locate utilities in public easements. This service requires 3 days to clear utilities from the time the request is made. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, including drainage tiles, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service

would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight (on thin-wall cohesive soils only)
- Unconfined compressive strength (on thin-wall cohesive soils only)
- Atterberg limits (up to 15 samples)
- Grain size analysis (up to 15 samples)
- Rock quality designation (RQD)
- Unconfined compressive strength of rock core samples

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS). Rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide better specimens for classification.

Engineering and Project Delivery

Geotechnical Engineering Report: The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared for the proposed sewer construction. The geotechnical engineering report will be prepared under the supervision of a licensed professional engineer.

The geotechnical engineering report for construction of the sewer will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual and tactile soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- General geology of the project site

- Summary of the subsurface conditions encountered
- Earthwork recommendations including site/subgrade preparation
- Lateral earth pressure recommendations
- Discussion regarding the feasibility of the trenchless installations
- Geotechnical parameters for the applicable layers, including:
    - Unit weight
    - Angle of internal friction or cohesion
    - Rankine at-rest earth pressure coefficient
- General design and construction considerations for the trenchless installations
- General dewatering considerations
- Geotechnical discussion regarding pre-construction surveys and construction monitoring
- General earthwork recommendations for pit construction and backfilling, including:
    - Anticipated subgrade conditions and construction considerations
    - Suitable on-site and imported fill material types
    - Fill placement and compaction requirements
    - General grading and drainage recommendations
    - General earthwork considerations
- Analysis of aquifer performance testing data
- Summary of groundwater flow model results with estimates of distance from the excavation the groundwater table will be lowered and estimated quantities of groundwater (flow rate) that will have to be handled by a temporary dewatering system
- Geomorphological interpretation of samples (provided by Mr. Michael Kolb, an independent consultant)

Your project will also be delivered using **Compass**. Upon initiation, we provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of Compass. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Subcontracted Geomorphology Report
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our estimated fee is $141,400. If conditions are encountered that require revisions to our scope of services and/or result in higher fees, the City will be contacted and presented with a supplemental proposal/change order stating the modified scope of services and fees.

Our scope of services does not include services associated with site clearing, wet ground conditions or tree or shrub clearing. If such services are desired by the City, we should be notified so we can adjust our scope of services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, permitting, delays resulting from utility clearance or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	At least 2 days prior to commencing field program
Field Program	Drill date will be coordinated with the City 12 days of fieldwork anticipated
Site Characterization	15 days after completion of field program
Geotechnical Engineering	25 days after completion of field program

1. Upon receipt of your notice to proceed, we will activate the schedule component on **Compass** with anticipated dates for the delivery points noted above, as well as other pertinent events.

2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

BUDGET ESTIMATE
SUBSURFACE EXPLORATION & GEOTECHNICAL ENGINEERING REPORT
Proposed Old Mill Report Phase 4
Dubuque, Iowa
Terracon Proposal No. P33255018

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
FIELD SERVICES	9 Geo probes to 30' or refusal,6 Geo probes to 35' or refusal, 9 Borings to 30' or AR, 6 Borings to 40' or AR, and Geophysical Testing			
Mobilization of equipment and personnel - All-Terrain Drill Rig and Crew	1	each	$2,500.00	$2,500.00
Mobilization of equipment and personnel - Geoprobe Rig and Crew	1	each	$3,900.00	$3,900.00
Track-mounted Drill Rig - Daily Usage	7	day	$1,000.00	$7,000.00
Geoprobe Rig - Daily Usage	3	day	$1,000.00	$3,000.00
Support Vehicle	10	day	$150.00	$1,500.00
Per Diem (two-person crew)	10	day	$400.00	$4,000.00
Geo Probe Sampling	480	foot	$19.00	$9,120.00
CPT Dissipation Testing	0	each	$250.00	$0.00
Auger Probe Drilling, No Sampling	0	foot	$9.00	$0.00
Auger Drilling and Soil Sampling (0-20 ft.)	300	foot	$19.00	$5,700.00
Auger Drilling and Soil Sampling (20-40 ft.)	210	foot	$20.75	$4,357.50
Rock Coring Setup	7	each	$150.00	$1,050.00
Rock Coring (0-40 ft)	70	foot	$54.75	$3,832.50
Field Geophysical Testing (MASW)	1	L.S.	$19,250.00	$19,250.00
Pump Dewatering Testing (One test)	1	L.S.	$16,000.00	$16,000.00
Field Supervisor (Iowa One Call, Work Plan, and Coordination)	24	hour	$145.00	$3,480.00
			Subtotal	$84,690.00
ESTIMATED FIELD SERVICES SUBTOTAL				**$ 84,700.00**
LABORATORY SERVICES				
Boring Logs Stratification	18	hour	$145.00	$2,610.00
Visual Engineering Classification	125	each	$6.50	$812.50
Moisture Content Determination	125	each	$10.00	$1,250.00
Dry Density Determination	30	each	$25.00	$750.00
Unconfined Compression Test - Soil	30	each	$20.00	$600.00
Hand Penetrometer Test	75	each	$0.00	$0.00
Atterberg Limits (3-point method)	15	each	$156.00	$2,340.00
Percent Finer than #200 sieve	0	each	$75.00	$0.00
Sieve Analysis washed over #200 sieve	0	each	$95.00	$0.00
Combined Sieve Analysis & Hydrometer	15	each	$185.00	$2,775.00
Chemical Analyses (suite of analytical tests)**	0	each	$350.00	$0.00
Rock Core Density and Unconfined Compressive Strength	4	each	$225.00	$900.00
**pH, Red-Ox, soluble sulfates, sulfides, chlorides, total salts, & Miller box resistivity			Subtotal	$12,037.50
ESTIMATED LABORATORY SERVICES SUBTOTAL				**$ 12,050.00**

BUDGET ESTIMATE
SUBSURFACE EXPLORATION & GEOTECHNICAL ENGINEERING REPORT
Proposed Old Mill Report Phase 4
Dubuque, Iowa
Terracon Proposal No. P33255018

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GEOTECHNICAL ENGINEERING SERVICES	Project Direction, Coordination, Geotechnical Engineering Evaluations, and Report Preparation and Submittal			
Senior Consultant	10	hour	$235.00	$2,350.00
Senior Principal (Pump Testing Analysis, Modeling, and Reporting)	40	hour	$230.00	$9,200.00
Principal	30	hour	$225.00	$6,750.00
Senior Project Manager / Engineer, P.E.	82	hour	$175.00	$14,350.00
Geoarchaeological Assessment	1	L.S.	$7,600.00	$7,600.00
Environmental Geomorphological Reviewer (Review of Subcontractor Report)	4	hour	$145.00	$580.00
Staff Engineer	18	hour	$135.00	$2,430.00
Project Geologist	4	hour	$115.00	$460.00
Draftsperson/CAD Operator	0	hour	$70.00	$0.00
Clerical/Administrative Staff	10	hour	$95.00	$950.00
			Subtotal	$44,670.00
ESTIMATED GOETECHNICAL ENGINEERING SERVICES SUBTOTAL				**$ 44,650.00**
ESTIMATED TOTAL FOR SCOPE OF SERVICES				**$ 141,400.00**

Exhibit D – Alignment Location

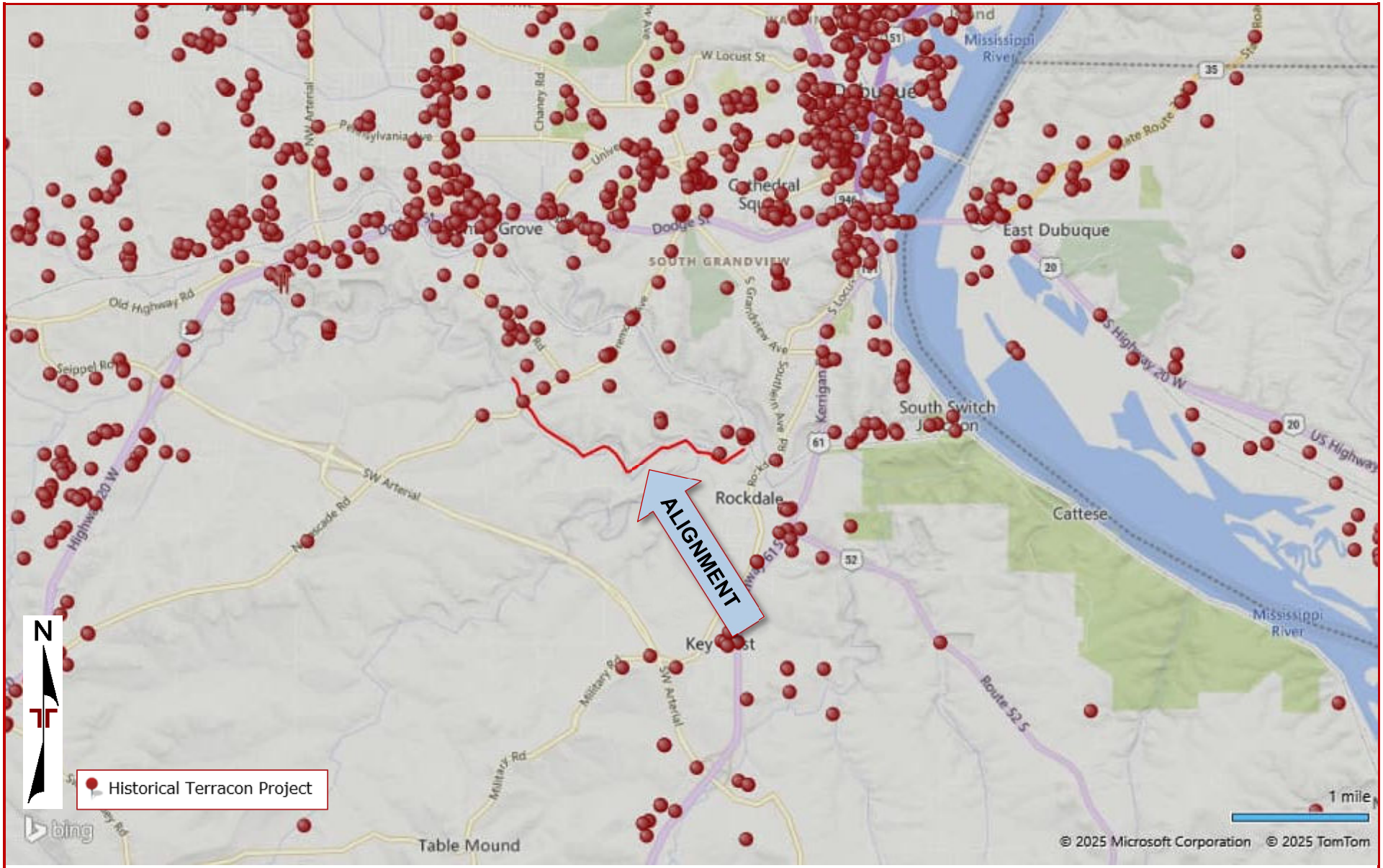
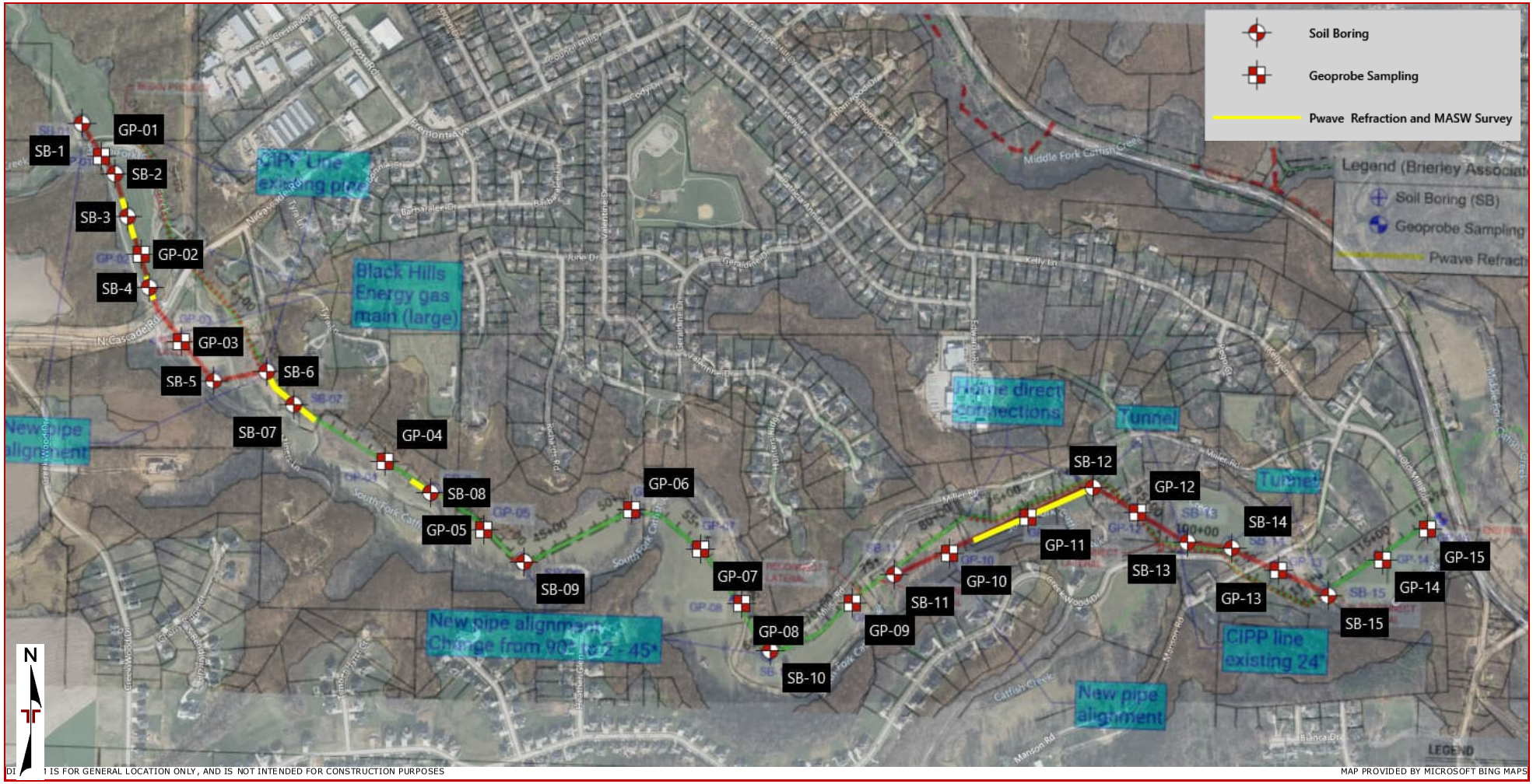


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan



City of Dubuque
Fire Department
11 W. 9th Street, Dubuque
(address)
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

(Vendor) at LBC Framing and Electrical
(Vendor Name)
9415 Lara Drive, Peosta, IA 52068
(Vendor Address - City and State)

PROJECT TITLE: Various electrical & framing work at 6 fire stations
(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 electrical & framing work at 6 fire stations

The work described above shall be completed at the following location(s):

Fire Headquarters (11 W. 9th St), Station 2 (2180 JFK Rd), Station 3 (3155 Central Ave.), Station 4 (1697 University Ave), Station 5 (689 S. Grandview), Station 6 (1500 Rhomberg)

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 – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☑ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ 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 as indicated above and attached hereto.

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 $10,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 10/07/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

LBC Framing & Electrical
Company Name

By: B. Lattner 10/6/2025
Signature — Date

Brian Lattner
Printed Name

Part 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 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: Various electrical & framing work or Project Location at 6 Fire Stations 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.

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.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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
Police Department
770 Iowa St.
(address)
Dubuque, IA 52001
Phone # 563-589-4410

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

(Vendor) at Resilient Mind Psychology, LLC
(Vendor Name)
988 W 3rd St Ste 203, Dubuque, IA 52001
(Vendor Address - City and State)

PROJECT TITLE: Psychological Services provided to City of Dubuque Police Department

Psychological assessment, resilience, and supportive 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:

Psychological services provided to officers of the Dubuque Police Department
See attached fee schedule for a description of individual services

The work described above shall be completed at the following location(s):

Resilient Mind Psychology, LLC or Dubuque Law Enforcement Center

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 – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ Insurance Schedule G – Vendors

  ☑ Insurance Schedule J – Professional Services
- Other:
  Please see attached fee schedule

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 N/A (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 as indicated above and attached hereto.

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 $ Fee Schedule Attached

CITY OF DUBUQUE, IOWA

By: _____ 10/07/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Resilient Mind Psychology, LLC
Company Name

By: Nicole H. Keedy Digitally signed by Nicole H. Keedy Date: 2025.10.03 09:23:57 -05'00' _____
Signature — Date

Nicole H. Keedy
Printed Name

Psychologist and 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 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
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INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project #_____ Project name: _____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

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10. All certificates of insurance must include agents name, phone number, and email address.

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3) Include endorsement indicating that coverage is primary and non-contributory.
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5) Include additional insured endorsement for:
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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.
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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.
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Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

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Combined Single Limit $1,000,000

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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

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2) Include additional insured for:
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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.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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 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.

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 ___ 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.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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 D

INSURANCE SCHEDULE J

1. Resilient Mind Psychology 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.

2) 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.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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)

Trust Risk Management Services, Inc. (TRMS) ▪ 1791 Paysphere Circle, Chicago, IL 60674 ▪ Phone (877) 637-9700 ▪ FAX (877) 251-5111

August 11, 2025

Dr. Nicole H Keedy
988 W 3Rd St Ste 203
Dubuque, IA 52001 6666

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G74974156

Dear Dr. Nicole H Keedy :

Congratulations, welcome, and thank you for choosing the Trust Sponsored Professional Liability Program.

Enclosed is your Trust Sponsored Professional Liability Insurance Policy, which includes a Memorandum of Insurance. We urge you to read your policy and notify us if any changes are necessary.

At the first notice of claim, lawsuit, or incident, please contact our Customer Service Center immediately at 1.877.637.9700. We will assist you by obtaining the necessary information which will help us get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate insurance experts working on your behalf.

This initial policy packet includes all forms and endorsements related to your Trust Sponsored Professional Liability Insurance Policy. Please keep this packet in a safe place and use it as your point of reference for your insurance coverage for this policy term.

In an effort to conserve resources and "go green" in future renewals, we will no longer be sending you a copy of your insurance policy form. You will be able to request your insurance policy form by accessing your account at the Online Service Center at www.trustinsurance.com or by contacting our Customer Service Center.

Be sure to verify your Online Service Center account at www.trustinsurance.com. Your account is available 24 hours a day, 7 days a week, with anytime access to your Trust Sponsored Professional Liability Insurance Policy. You can also request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes to your policy, update your personal information, and (if eligible) **renew your policy**. For your convenience, we have provided your user name at the bottom of this letter. If you wish to change any of these credentials you may do so by logging into the Online Service Center and clicking on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding other insurance programs of The Trust, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at www.trustinsurance.com. You may also email us your questions at info@trustrms.com.

Sincerely,

John W. Davison, Ph.D., MBA

John W. Davison, Ph.D., MBA, CEO
Trust Risk Management Services, Inc.

Licensed Producer - Sheila LeBeau, CA #OF77147, FL #PO99941. Principal Place of Business - Maryland. Insurance provided by ACE American Insurance Company, Philadelphia, PA and its U.S.-based Chubb underwriting company affiliates. Program Administered by Trust Risk Management Services, Inc.

OSC User Name: nicole.keedy@resilientminddbq.com

CHUBB®

Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations

ACE American Insurance Company

PRODUCER NUMBER	273865	DATE OF ISSUE	August 11, 2025

PSYCHOLOGISTS' PROFESSIONAL LIABILITY
CLAIMS MADE INSURANCE POLICY

NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item					
	POLICY/CERTIFICATE NUMBER: **58G74974156**				
1.	**Named Insured:**	**Dr. Nicole H Keedy**			
	Address:	988 W 3Rd St Ste 203			
	City, State & Zip Code:	Dubuque, IA 52001 6666			
2.	**Policy Period**: 12:01 A.M. local time at the address shown in Item 1.	From: 08/15/2025	To: 08/15/2026		
3.	**COVERAGE**	**LIMITS OF LIABILITY**			**PREMIUM**
	Professional Liability **Wrongful Employment Practices**	$1,000,000 Each **Incident**	$3,000,000 Aggregate $5,000 Aggregate		$98.00
		REIMBURSEMENTS			
	Licensing Board Defense	$25,000 per Proceeding			$35.00
	Other Governmental Regulatory Body Defense	$7,500 per Proceeding			
	Deposition Expense	$5,000 per **Insured**			
	Premises Medical Payment	$2,500 per Person	$75,000 Aggregate		
	Assault and/or **Battery**		$1,000 Aggregate		
	Loss of Earnings	$500 per Day, per **Insured**	$15,000 Aggregate Per **Incident**		
	Surcharge(s)				
				Total Premium	$133.00
4.	Retroactive Date 08/15/2025				
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF15217a, CC-1K11k (10/24), PF15245a, PF15224a, PF19637, PF18347a, PF17914 (02/05),				
6.	**Notice of claim should be sent to:** **Trust Risk Management Services, Inc.** 111 Rockville Pike Ste 700 Rockville MD 20850		**All other correspondence should be sent to:** **Trust Risk Management Services, Inc.** 1791 Paysphere Circle Chicago, IL 60674		
7.	REPRESENTATIVE:	Agent or broker:	**Trust Risk Management Services, Inc.**		
		Office address:	1791 Paysphere Circle		
		City, State, Zip	Chicago, IL 60674		
		Website:	www.trustinsurance.com		
		Phone:	**1.877.637.9700**		

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CHUBB®

Psychologists' Professional Liability Policy
(Claims Made)

NOTICE

THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS, AND TO THE EXTENT, ANY EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.

The **Company** agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** or any **Extended Reporting Period**, for an **Incident.** Any such **Incident** must occur on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages**.

The **Company**, at its option, shall select and assign defense counsel; however, an **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit an **Insured** to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

III. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

A. if the **Named Insured** is an individual or entity, the **Named Insured** so designated in the Declarations;

B. if the **Named Insured** is an entity, any current partner, owner, officer, director, trustee or stockholder thereof;

C. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for psychological or other associated professional services provided while a partner, owner, officer, director, trustee or stockholder of the **Named Insured**;

D. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for **Claims** made after he or she was a partner, owner, officer, director, trustee or stockholder of the **Named Insured**, alleging, based upon or arising from his or her vicarious liability associated with the **Named Insured**;

E. any current or former employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan during such employee's term of employment with the **Named Insured** or, with the consent of the **Named Insured**, as an unpaid volunteer during the employee's term of employment with the **Named Insured**;

F. any person or entity listed as an Additional Insured on a Psychologists' Professional Liability claims made policy issued to the **Named Insured**: (i) that was purchased through the Psychologists Purchasing Group Association and (ii) to which this policy is a renewal or a replacement, but only for **Incidents** that occurred while the Additional Insured Endorsement listing such person or entity was in effect and solely for **Incidents** that are covered under this policy resulting from the sole negligence of another **Insured**;

G. any person or entity that leases premises to the **Named Insured**, but only with respect to liability imposed on such person or entity solely as a result of the **Named Insured's** operation or management of the premises used in the **Named Insured's** practice as a psychologist or **Practitioner**;

H. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**; or

I. any entity name that the **Named Insured** previously operated under, but ceased to utilize prior to this **Policy Period** provided that more than 50% of the **Insureds** continue their affiliation with the **Named Insured**.

IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.

B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy. The Aggregate Limit of Liability set forth in the Declarations will apply separately to each **Insured** who is:

1. a psychologist or a **Practitioner** who is either the **Named Insured** or who provides psychological or other associated professional services on behalf of the **Named Insured** or

2. an entity designated as the **Named Insured** on the Declarations

for all **Incidents** caused by such **Insured** or for which such **Insured** is legally liable. No **Insured** shall have more than one Aggregate Limit of Liability. Any **Insureds** not included in Section IV. LIMIT OF LIABILITY, B., 1. and 2., shall share the Aggregate Limit of Liability with the **Named Insured** set forth in the Declarations. If more than one entity is designated as a **Named Insured**, all entities shall share one Aggregate Limit of Liability.

C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages,** the **Company's** duty to defend or to make any payments pursuant to Section II. DEFENSE AND SETTLEMENT, for such **Insured** shall be completely fulfilled and extinguished.

D. Neither the Automatic **Extended Reporting Period** nor the purchase of any **Extended Reporting Period** Option shall increase the Limit of Liability set forth in the Declarations.

E. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

V. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.

B. Governmental Regulatory Body Defense:

1. Licensing Board Defense Reimbursement:

up to the Licensing Board Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be:

a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or

b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for occurrences that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

2. Other Governmental Regulatory Body Defense Reimbursement:

up to the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The notice of investigation or proceeding must be:

a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or

b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for violations that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, or its designee, or any state, shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Body Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, C. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

C. Premises Medical Payments:

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.

2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period.** This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:

   a. while on the premises owned by or rented to the **Insured** or

   b. while elsewhere if such **Bodily Injury**:

      i. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining;

      ii. is caused by the activities of the **Insured**; or

      iii. is caused by the activities of an employee while engaged in the employment of the **Insured**.

3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** practice as a psychologist or **Practitioner**.

D. Assault and/or **Battery** Coverage:

1. Up to the **Assault** and/or **Battery** Limit set forth in the Declarations per **Policy Period** for:

   a. Medical expenses incurred as a result of **Bodily Injury** to an **Insured** if such **Bodily Injury** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy and

   b. **Property Damage** to personal property owned by an **Insured** if such **Property Damage** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy.

2. Such **Assault** and/or**Battery** must happen on the **Insured's** work premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such premises while providing psychological or other associated professional services.

3. Such **Assault** and/or**Battery** must occur during the **Policy Period**.

4. The **Assault** and/or **Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** work premises.

5. The **Assault** and/or **Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.

6. The **Assault** and/or **Battery** coverage applies as excess over any other available insurance covering such loss.

E. Wrongful Employment Practices:

up to the **Wrongful Employment Practices** Limit set forth in the Declarations for **Claims Expenses** and all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Wrongful Employment Practices Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** arising out of any **Wrongful Employment Practice** by an **Insured**, provided the **Wrongful Employment Practice** took place on or after the effective date of the first policy containing **Wrongful Employment Practices** coverage that was issued through the Psychologists Purchasing Group Association to such **Insured** and to which this policy is a renewal or a replacement but prior to the end of the **Policy Period**.

All **Wrongful Employment Practice Claims** shall be deemed as being first made when the **Insured** first receives written notice that a **Wrongful Employment Practice Claim** has been made.

All **Wrongful Employment Practice Claims** arising out of the same or related **Wrongful Employment Practice** shall be considered as having been made at the time the first such **Wrongful Employment Practice Claim** is made.

In addition to those exclusions in Section VI. EXCLUSIONS, this Supplementary Payment provision does not apply to **Wrongful Employment Practice Claims**:

1. based on or arising out of any obligations for which any **Insured** or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, The Fair Labor Standards Act, the National Labor Relations Act of 1938 or Labor Management

Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991968), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any **Damages** awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former employee, the Family and Medical Leave Act, Public Law 103-3 (1993), and any amendments thereof;

2. based upon or arising from the breach of any express contract of employment for any express obligation to make payments in the event of termination of employment;

3. based upon or arising out of an obligation to pay **Damages** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in absence of the contract or agreement;

4. based upon or arising out of costs of complying with physical modifications to the **Insured's** premises or any changes to the **Insured's** usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto or rule or regulation promulgated thereto, or any similar federal, state or local law.

5. based upon or arising from any improper payroll deductions, or any claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee of the **Insured**, that results in any violation of any federal, state, local or foreign statutory law or any similar common law, and any rules, regulations and amendments thereto.

F. Deposition Expense:

up to the Deposition Expense Reimbursement Limit set forth in the Declarations per **Insured** for reasonable expenses the **Insured** incurs for fees charged by an attorney representing the **Insured** for a deposition provided:

1. the **Insured** receives a subpoena requesting documents or testimony for psychological or other associated professional services during the **Policy Period**;

2. the deposition is not for or related to a **Claim** against the **Insured**; and

3. the **Insured** has not been retained at any time to provide advice or testimony in any legal matter related to this deposition.

VI. EXCLUSIONS

This insurance does not apply:

A. to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);

B. to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;

C. to **Bodily Injury**:

1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or

2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** practice for psychological or other associated professional services or

2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;

provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V. SUPPLEMENTARY PAYMENTS, D. **Assault** and/or **Battery** Coverage;

D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;

E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to (i) any **Claim** alleging malicious prosecution and (ii) any **Insured** who did not participate in or acquiesce to any such act or omission;

F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;

G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;

H. to any **Claims** against any **Insured** alleging, in whole or in part:

1. sexual assault, sexual abuse or sexual molestation or

2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;

whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

I. to **Personal Injury** or **Advertising Injury** arising out of:

1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;

2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Retroactive Date** of this policy; or

3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;

J. to **Advertising Injury** arising out of:

1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;

2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;

3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or

4. any act committed by the **Insured** with actual malice;

K. to any **Claim** brought by, or on behalf of, any **Insured** against any other **Insured** under this policy; provided however, this exclusion shall not apply to any **Claim** based upon or arising out of psychological or other associated professional services rendered by one **Insured** to another **Insured** or any **Claim** based upon or arising out of any obligation of one **Insured** to supervise another **Insured** in the provision of psychological or other associated professional services;

L. to **Damages** arising out of infringement of copyright or plagiarism;

M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or

2. any premises, site, or location:

   a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or

   b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;

N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;

O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;

P. to any **Claims** brought by or on behalf of any person employed by the **Insured**, any person who had been employed by the **Insured** or any person seeking employment with the **Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section V. SUPPLEMENTARY PAYMENTS, E. **Wrongful Employment Practices** or Section VII. DEFINITIONS, **Incident**, E.;

Q. to **Claims** based upon or arising out of the valuation of assets or investment planning; and

R. to:

1. **Claims, Wrongful Employment Practices Claims** or **Incidents** that were reported to any prior insurer;

2. unreported **Claims or Wrongful Employment Practices Claims** that any **Insured** had received notice prior to the effective date of the first policy with the **Company**;

3. **Incidents** or **Wrongful Employment Practices** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**.

However, Section VI. EXCLUSIONS, R., 2. and 3. will not apply to any **Insured** who did not have knowledge of such **Incident** or resulting **Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

"Advertising Injury" means injury arising out of an offense committed in the course of the **Insured's** advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another's advertising idea.

"Application" means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

"Assault" means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

"Battery" means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

"Bodily Injury" means any injury sustained by any person including, but not limited to:

A. **Physical Injury**, sickness, disease, mental anguish or emotional distress, including death at any time resulting there from;

B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from; and

C. loss of consortium or impairment of domestic or personal relations.

Bodily Injury shall not include any injury, damage or loss defined as **Personal Injury**, **Advertising Injury** or **Property Damage**.

"Claim" means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured.**

"Claims Expenses" means:

A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the **Company** and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** that arises in connection therewith, if incurred by the **Company** or by the **Insured** with written consent of the **Company**;

B. all costs taxed against the **Insured** in such **Claims** and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the **Company** has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the **Company's** liability, thereon; and

C. premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**; however, the **Company** shall have no obligation to apply for or furnish any such bond and **Claims Expenses** shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

"Company" means the insurance company providing this insurance.

"Damages" means compensatory judgments, settlements or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the **Company** will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

"Extended Reporting Period" means the period of the extension of coverage described in Section VIII. CONDITIONS, N. Automatic **Extended Reporting Period**, Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, if exercised, or any other **Extended Reporting Period** endorsement to this policy issued by the **Company**.

"Hostile Fire" means one that becomes uncontrollable or breaks out from where it was intended to be.

"Incident" means:

A. any act, error or omission in the rendering of or failure to render psychological or other associated professional services by the **Insured**, or by any person for whom the **Insured** is legally responsible; or

B. any act, error or omission of the **Insured** as a psychologist or a **Practitioner** performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan; or

C. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Insured's** practice for psychological or other associated professional services that results in **Bodily Injury** or **Property Damage**; or

D. an offense in the course of the **Insured's** advertising activities for psychological or other associated professional services that results in an **Advertising Injury**; or

E. if the **Insured** is a psychologist or **Practitioner** who provides services to any private or public organization, agency, college or university as a researcher, consultant, teacher, faculty member (including department, program or division chair), librarian, administrator, colleague or member of an instructional staff, then any act, error or omission in providing the following services:

1. original or contracted research including psychological research on animals or humans;

2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;

3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;

4. the non-reappointment of a probationary faculty member;

5. the decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;

6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; or

7. the authorship of research, journal articles or other educational material; or

F. an offense that results in **Personal Injury** from the practice of a psychologist or **Practitioner**.

"Insured" means any person or entity qualifying as an **Insured** in Section III. PERSONS INSURED.

"Named Insured" means the person or entity named in Item 1. of the Declarations of this policy. **Named Insured** also shall include any entity other than a joint venture that is acquired or formed by the **Named Insured** after the effective date of this policy and over which the **Named Insured** maintains ownership or majority interest. This coverage will:

A. not apply if the newly acquired or formed entity knew of a **Claim** or **Incident** that might be expected to be the basis of such **Claim** prior to the date they were acquired or formed by the **Named Insured**;

B. not apply if the newly acquired or formed entity is insured under any other similar liability or indemnity policy for an **Incident**, even if such limits of liability have been exhausted; or

C. terminate in 90 days from the date that such entity is acquired or formed by the **Named Insured** or the end of the **Policy Period** whichever is earlier, unless written notice is provided to the **Company** or its authorized representative and such entity is added to the policy by endorsement.

"Personal Injury" means any injury arising out of:

A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;

B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual's right of privacy; or

C. wrongful entry or eviction, or other invasion of the right of private occupancy.

"Physical Injury" means bodily harm or hurt, but shall not include:

A. mental anguish;

B. emotional distress; or

C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from.

"Policy Period" means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

"Practitioner" means an individual who is a psychologist practicing in any of its branches, an allied mental health professional, student, intern, resident, volunteer, assistant, parent coordinator, mediator, consultant, or coach who provides psychological or other associated professional services while in his or her capacity as an **Insured**.

"Primary Named Insured" is the psychologist whose name is signed on the **Application** and qualifies as an **Insured** under Section III. PERSONS INSURED, A. or B. Each policy shall have a **Primary Named Insured**. If the **Primary Named Insured** dies or is adjudged incompetent then the **Named Insured** or when appropriate the **Named Insured's** legal representative shall designate a person to act as the **Primary Named Insured**.

"Property Damage" means:

A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting there from. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or

C. other loss, whether or not resulting from physical injury or damage to person or property.

"Retroactive Date" means the date listed in Item 4. of the declarations.

"Wrongful Employment Practice" means:

A. wrongful refusal to employ a qualified applicant for employment;

B. wrongful failure to promote a qualified employee;

C. wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;

D. wrongful termination of employment, including retaliatory or constructive discharge;

E. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference;

F. oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee's right of privacy; or

G. any practice that violates a state or federal employment discrimination statute.

"Wrongful Employment Practice Claim" means a demand for money or services, or the filing of suit or institution of arbitration proceedings or alternative dispute resolution naming an **Insured** and alleging a **Wrongful Employment Practice**. **Wrongful Employment Practice Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

VIII. CONDITIONS

A. Territory: The insurance afforded by this policy applies to **Claims** that are first made and reported to the **Company** during the **Policy Period** for **Incidents** that occur anywhere in the world, provided such **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.

B. When a **Claim** is to be Considered as First Made: A **Claim** shall be considered as being first made at the earlier of the following times:

1. when the **Insured** first receives written notice that a **Claim** has been made or

2. when the **Company** or its authorized agent first receives written notice from the **Insured** of specific circumstances involving a particular person or entity that may result in a **Claim**.

All **Claims** arising out of the same or related **Incident** shall be considered as having been made at the time the first such **Claim** is made, and shall be subject to the same Limit of Liability.

C. Duties of the **Insured** in the Event of a **Claim** or **Incident**: Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative. A **Claim** shall be considered as reported during the **Policy Period** provided it is reported to the **Company** or its authorized agent within sixty (60) days of the expiration date of the **Policy Period**.

D. Assistance and Cooperation of the **Insured** in the Event of a **Claim**: The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, assist in affecting settlements, in the defense of any **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.

E. Assignment: The interest of any **Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.

F. Legal Action Against the **Company**: A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an **Insured**, but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the **Company** unless there has been full compliance with all of the terms of this policy.

G. Other Insurance: If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claims Expenses** including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense and E. **Wrongful Employment Practices**, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

H. Subrogation: In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.

I. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.

J. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.

K. Cancellation:

1. Cancellation by the **Primary Named Insured**

This insurance may be cancelled by the **Primary Named Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the **Primary Named Insured**.

2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Named Insured** at least thirty (30) days prior to the date of such cancellation.

3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium**,** shall only be effective if based on one or more of the following reasons:

A. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;

B. Material failure to comply with policy terms, conditions or contractual duties;

C. The risk originally accepted has measurably increased; or

D. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

L. Nonrenewal: The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

M. Renewal Rate Increase or Change in Policy Terms: If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

N. Automatic **Extended Reporting Period**: If the policy is canceled or is not renewed, coverage granted by this policy shall continue for sixty (60) days following the effective date of such cancellation or nonrenewal at no additional cost. This automatic sixty (60) day **Extended Reporting Period** shall only apply to **Incidents** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal for **Claims** made during the **Policy Period** and reported to the **Company** within sixty (60) days of the effective date of such cancellation or nonrenewal.

The automatic sixty (60) day **Extended Reporting Period** will not be provided if:

1. the **Company** cancels for non-payment of premium;

2. this insurance is replaced with the same or similar insurance whether or not the limits or deductible are identical to those provided under this policy; or

3. an **Extended Reporting Period** is provided under any other conditions of this policy.

The Limit of Liability available under this extension shall be part of, and not in addition to, the Limits of Liability available under the policy.

O. **Extended Reporting Period** Option:

1. Cancellation/Nonrenewal/Change in Terms:

a. The **Named Insured** or any **Insured** who is a psychologist or **Practitioner** shall have the right to purchase the **Extended Reporting Period** Option in the case of:

i. cancellation or nonrenewal of this policy for any reason other than flat cancellation by the **Company** effective at policy inception or cancellation for non-payment of premium;

ii. the **Company** advancing a **Retroactive Date** from one previously applied to this policy;

iii. the **Company** reducing coverage or increasing the filed rate;

iv. an **Insured** whose affiliation with the **Named Insured** has been terminated; or

v. the **Named Insured** does not elect to purchase the Extended Reporting Period endorsement upon termination of the policy.

b. The **Extended Reporting Period** Option shall apply solely to:

i. **Claims** first made against an **Insured** during such **Extended Reporting Period** for an **Incident** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal and

ii. those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, against an **Insured**, first received during the **Extended Reporting Period** Option as a result of an occurrence or violation that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal.

If the **Extended Reporting Period** Option is provided to an **Insured** who is a psychologist or **Practitioner** but not to the **Named Insured,** then such **Extended Reporting Period** Option will apply solely to such **Insured** and solely to **Claims** made against such **Insured** or those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense against such **Insured**.

c. **Extended Reporting Period** Option Premium:

i. If the **Extended Reporting Period** Option is purchased by the **Named Insured,** then the premium shall be calculated using the full annual premium of this policy.

ii. If the **Extended Reporting Period** Option is purchased by an **Insured** who is a psychologist or **Practitioner** but not purchased by the **Named Insured,** then the premium shall be calculated using the full annual premium for such **Insured**.

The additional premium for such **Extended Reporting Period** Option is as follows:

- 90% of the full annual premium as described in i. or ii. above, to a period of twelve (12) months;
- 135% of the full annual premium as described in i. or ii. above, to a period of twenty-four (24) months;
- 150% of the full annual premium as described in i. or ii. above, to a period of thirty-six (36) months; or
- 175% of the full annual premium as described in i. or ii. above, to an unlimited period.

d. The **Extended Reporting Period** Option shall begin on the effective date of cancellation, nonrenewal or change in terms as described in Section VIII. CONDITIONS, O., 1.Cancellation/Nonrenewal/ Change in Terms, a., ii., iii. and iv. The right to purchase the **Extended Reported Period** Option shall terminate sixty (60) days after the effective date of such cancellation, nonrenewal or change in terms unless written notice of such election, together with the additional premium, is received by the **Company** or its authorized agent from the **Insured** within that sixty (60) day period.

Subject to the foregoing, in the event that the **Named Insured** is an entity and the policy is terminated the premium calculation stated above shall not include a charge for any **Insured** who qualifies for a free **Extended Reporting Period** Option under Section VIII. CONDITIONS, O., 2.Retiree Provision or 3. Death or Disability of **Insured**, provided always that notice is given to the **Company** or its authorized agent as required below and the other provisions of Section VIII. CONDITIONS, O., 2. Retiree Provision or 3. Death or Disability of **Insured**, are fully satisfied.

2. Retiree Provision: Notwithstanding Section VIII. CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** retirement from active practice provided:

a. the **Insured** is a psychologist or **Practitioner**;

b. written notice of this election is given to the **Company** within sixty (60) days after termination of this policy; and

c. all premiums and deductibles due the **Company** have been paid in full.

3. Death or Disability of **Insured**: Notwithstanding Section VIII. CONDITIONS, E. Assignment and Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** death or disability provided:

a. the **Insured** is, or prior to his or her death or disability was, psychologist or **Practitioner**;

b. the death or disability of the **Insured** occurs during the **Policy Period**;

c. in the event of disability, the **Insured** is totally and continuously disabled from the practice of psychology a minimum of six (6) months prior to the election of this option;

d. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability; and

e. all premiums and deductibles due the **Company** have been paid in full.

4. The Limit of Liability available for the **Extended Reporting Period** Option shall be part of, and not in addition to, the Limits of Liability for the last **Policy Period**. The **Extended Reporting Period** Option, if elected, shall not increase or reinstate the Limits of Liability. Such Limits of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the Automatic **Extended Reporting Period**, and the **Extended Reporting Period** Option combined.

5. Once the **Extended Reporting Period** Option is in effect, it may not be cancelled and the entire premium shall be deemed fully earned. The **Company** shall not be liable to return to any **Insured** any portion of the premium for the **Extended Reporting Period** Option.

P. Declarations and **Application**: By acceptance of this policy, the **Primary Named Insured** agrees on behalf of the **Named Insured** that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.

Q. Reimbursement: While the **Company** has no duty to do so, if the **Company** pays **Damages:**

1. within the amount of the applicable deductible and/or

2. in excess of the Limit of Liability

all **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.

R. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.

S. Liberalization Clause: If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Claims** made or (ii) notices of investigations, proceedings or hearings described in Section V. SUPPLEMENTARY PAYMENTS that are received, after the **Company** adopts such revision, if:

1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Named Insured**;

2. the endorsement or policy does not increase the premium; and

3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Named Insured**.

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SIGNATURES

Named Insured			Endorsement Number
Dr. Nicole H Keedy			
Policy Symbol	Policy Number	Policy Period	Effective Date
CRL	58G74974156	08/15/2025 to 08/15/2026	08/15/2025
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA(A stock company)
BANKERS STANDARD INSURANCE COMPANY(A stock company)
ACE AMERICAN INSURANCE COMPANY(A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY(A stock company)
INSURANCE COMPANY OF NORTH AMERICA(A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY(A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY(A stock company)
WESTCHESTER FIRE INSURANCE COMPANY(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BRANDON PEENE, Secretary

Juan Luis Ortega,President

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dr. Nicole H Keedy			
Policy Symbol	Policy Number	Policy Period	Effective Date
CRL	58G74974156	08/15/2025 to 08/15/2026	08/15/2025
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Retroactive Date(s)
Designated Individual(s) or Entity(ies)

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date,** is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

Designated Individual(s) or Entity(ies)	**Retroactive Date(s)**	
Nicole H Keedy	**08/15/2025**	
The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.

_____

Authorized Agent

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Nicole H Keedy			Endorsement Number
Policy Symbol CRL	Policy Number 58G74974156	Policy Period 08/15/2025 to 08/15/2026	Effective Date 08/15/2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Named Insured(s)

It is agreed that:

1. The **Named Insured** shown in Item 1 of the Declarations of this policy is amended to include the following entity(ies) and if a **Retroactive Date** is listed opposite any entity(ies') name, the **Retroactive Date** set forth in the Declarations is deleted with respect to such entity(ies) and replaced with the **Retroactive Date** listed below:

Additional Named Insured(s):	**Retroactive Date**
Resilient Mind Psychology, LLC	**08/15/2025**

2. The following is hereby added to the **CONDITIONS** section of the policy.

- Authorization: By acceptance of this policy the first **Named Insured** set forth in the Declarations, or in any **Named Insured Amended** endorsement, agrees to act on behalf of all other **Insureds**, including any **Insured** listed on this endorsement, with respect to the giving and receiving of all notices to the Company as may be required by the terms of this policy, any right of cancellation and in the receiving of any return premiums that may become due hereunder.

  All **Insureds** agree that the first **Named Insured** listed in the Declarations or in any **Named Insured Amended** endorsement, is hereby designated to so act on their behalf.

All other terms and conditions of this policy remain unchanged.

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Authorized Agent

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ACE American Insurance Company

Important Notice

Important Information for Psychologists Insured in Those Jurisdictions Granting Prescription Privileges Authority to Psychologists.

This Notice is for information only and does not become a part of or a condition of the policy

This summary neither provides coverage nor replaces any of the provisions of your Policy. Please read the Policy and review the Declaration page for complete information on the coverages you have. If there is any conflict between the provisions of your Policy and this summary, **the provisions of your Policy shall prevail**. We urge you to review the enclosed Prescription Writing Condition Endorsement in its entirety and refer any questions you may have to Trust Risk Management Services (TRMS) at 877-637-9700. You may also e-mail your questions to info@trustrms.com.

The Trust-Sponsored Professional Liability Policy will be amended to address the passage of prescription privileges law for those psychologists who obtain the authority to legally engage in this practice in those jurisdictions. The act of prescribing medication represents an exposure that did not previously exist and must be addressed to ensure equity for all insureds in the Trust-Sponsored Professional Liability Program.

A Prescription Writing Condition Endorsement requiring a condition precedent for coverage for **Damages** caused by an **Incident** based upon or arising out of your prescribing or your authority to prescribe medication will be attached to your policy. The Prescription Writing Condition Endorsement requires that you either: 1) advise TRMS in writing **before** submitting an application for prescriptive authority from your state or 2) demonstrate prescription privileges authority in the jurisdiction where you are seeking insurance coverage and provide proof of current insurance coverage for such authority. Additionally, you must advise TRMS in writing upon **receipt** of such prescription privileges authority. If coverage is granted, you will be required to pay additional premium for this coverage and must agree to any additional terms and conditions required.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dr. Nicole H Keedy			
Policy Symbol	Policy Number	Policy Period	Effective Date
CRL	58G74974156	08/15/2025 to 08/15/2026	08/15/2025
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Prescription Writing Condition

It is agreed that Section VIII. Conditions of the policy is amended by adding the following condition:

- **Prescription Writing:** If, during the **Policy Period**, any **Insured** is seeking or is granted authority to prescribe medication pursuant to the laws and regulations of a state from a state licensing board or the equivalent thereof, the **Insured**, as a condition precedent to coverage for **Damages** caused by any **Incident** based upon or arising out of the **Insured's** prescribing or authority to prescribe medication:
  1) must either
     a) advise the **Company** in writing that he or she is seeking prescription writing authority prior to his or her submission of any application for such authority or
     b) demonstrate proof of current insurance coverage related to prescription writing authority and demonstrate prescriptive writing authority in the state in which the **Insured** is seeking insurance coverage; and
  2) if the **Insured** is seeking prescriptive authority, the **Insured** must advise the **Company** in writing, upon the receipt of prescriptive authority pursuant to the laws and regulations of the state; and
  3) must pay any additional premium required by the **Company**; and
  4) must agree to any additional terms and conditions of this policy as required by the **Company.**

All other terms and conditions of this policy remain unchanged.

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Authorized Agent

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U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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ISO Properties, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Trust Risk Management Services, Inc	
Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	PHONE (A/C, No, Ext): 877.637.9700	FAX (A/C, No): 877.251.5111
	EMAIL ADDRESS: info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
INSURED Nicole Keedy 988 W 3Rd St Ste 203 Dubuque, IA 52001 6666	INSURER B:	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS–COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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	$ $
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L.EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
A	Psychologist's Professional Liability Retroactive Date: 08/15/2025			58G74974156	08/15/2025	08/15/2026	Each Incident Annual Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

CERTIFICATE HOLDER

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

Sheila LeBeau

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Resilient Mind Psychology, LLC
988 W Third Street
Suite 203
Dubuque, IA 52001

Rates for services contracted with City of Dubuque Police Department
October 1, 2025

- Pre-employment evaluation $325
  - Includes (as relevant)
    - Comprehensive psychological interview
    - Administration and interpretation of MMPI-3 (MMPI-2 for non-MFPRSI participating departments)
    - Full psychological evaluation sent to city/county
    - Cover letter and MMPI automated report sent directly to ILEA
    - Cover letter, psychologist impressions, and MMPI-3 automated excerpts sent directly to MFPRSI

- Post-incident wellness visit (often within 72 hours of event)
- Post-incident reintegration session
  - 60 minutes $185
  - 45 minutes $155
  - 30 minutes $105

- Resilience coaching session $155
  - Provided to new law enforcement officers, typically in four individualized 40-50 minute sessions covering a variety of resilience topics

- Peer Support Team advising
- Post-incident reintegration advising
- Group debriefing support
  - Currently included without charge, as availability allows

City of Dubuque
Public Works Department
925 Kerper Ct
(address)
Dubuque, IA 52001
Phone # 563-589-4250

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

(Vendor) at Continental Fire Sprinkler Company
(Vendor Name)
650 Capital Dr SW Ste 200 Cedar Rapids, IA 52404
(Vendor Address - City and State)

PROJECT TITLE: Fire Protection System

Repair, Replace, and Test Fire Sprinkler Heads (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:

Fire sprinkler head repair, replacement, and 20 year sample head testing as described on attached quote

The work described above shall be completed at the following location(s):

Municipal Service Center 925 Kerper Ct Dubuque IA 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 – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☑ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ 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 December 31, 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 as indicated above and attached hereto.

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 $ 3,115.00

CITY OF DUBUQUE, IOWA

By: _____ 10/08/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Continental Fire Sprinkler Company
Company Name

By: _____ 10/6/25
Signature — Date

Connor Krueger
Printed Name

Account 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 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: Fire Protection System or Project Location at MSC 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 Public Works 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.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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)

September 16, 2025

Dubuque Municipal Services
925 Kerper Ct
Dubuque, IA 52001

RE: Sprinkler Deficiencies

To: Arielle Swift,

Continental is pleased to provide you with this proposal for the fire protection system at DUBUQUE MUNICIPAL SERVICES 925 KERPER CT DUBUQUE IA 52001.

General Description Scope of Work:

- Our fire sprinkler work shall include:
  - Repair and replace (12) ½" Upright style sprinkler heads that were found painted during annual inspection.
  - Remove tape from Upright style sprinkler head on 2nd floor.
  - 20 YR Sample Head Testing:
    - (2) ½" Concealed Sprinkler Heads
    - (2) ½" Upright Sprinkler Heads
    - (2) ½" Horizontal Sidewall Sprinkler Heads
    - (2) ½" Pendent Sprinkler Heads
      - Total Heads Tested = 8
    - Test Results will be provided to customer after testing is completed.
  - Lift has been figured into proposal price.

Exclusions:

- Fire Extinguishers.
- Fire Alarm Systems.
- Prep / Priming / Painting of fire sprinkler piping & fittings.
- Weekend work.

BASE BID QUOTATION:

Quote Type: T&M

The total amount for the above noted work is: **$3,115.00**

NOTE: This quotation includes labor, fringes, material and required permits for competition of the above-described work. Unless specifically noted above, all work is to be performed during normal work hours of 7:00AM thru 4:30PM. Please sign your acceptance below and return to our office or forward your contract P.O. to serve as our authorization to proceed with this work.

ACCEPTED BY: _____ DATE: 10/08/2025

We appreciate the opportunity to provide you with this proposal. Please contact me with any questions you may have.

Sincerely,

CONNOR KRUEGER

Continental Fire Sprinkler Company – Cedar Rapids, IA

Connor.krueger@continental-fire.com

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Fire Department
11 W. 9th Street, Dubuque
(address)
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

(Vendor) at Top Grade Excavating
(Vendor Name)
971 9th Avenue NW, PO Box 356, Farley, IA 52046
(Vendor Address - City and State)

PROJECT TITLE: Storm Sewer Pipe Replacment at Fire Station 2 (2180 JFK Road)
(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:
Storm sewer pipe replacement at Fire Station 2 (2180 JFK Road)

The work described above shall be completed at the following location(s):
Fire Station 2 at 2180 JFK Road, Dubuque, Iowa

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 – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☑ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ 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 December 1, 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 as indicated above and attached hereto.

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 $ 11,500.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 10/10/2025
Michael C. Van Milligen — Date
City Manager

VENDOR:

Top Grade Excavating
Company Name

By: Ben Kramer 10/9/2025
Signature — Date

Ben Kramer
Printed Name

Vice 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 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: Storm Sewer Pipe Replacement or Project Location at Fire Station 2-2180 JFK Road 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 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.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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)

AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE INITIATIVES

THIS AGREEMENT, dated for reference purposes the 1st day of July, 2025, is made and entered into by and between the City of Dubuque, Iowa (City) and Dubuque Initiatives (Initiatives), a nonprofit corporation, for professional services.

WHEREAS, Initiatives desires to retain professional staff for the formulation and implementation of programs for the enhancement of economic conditions and employment generating opportunities in the City of Dubuque and its environs;

WHEREAS, City personnel are technically and professionally qualified to provide professional staff services to Initiatives.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1. CITY RESPONSIBILITIES. City designates its Economic Development Director and its Finance Director to act as its representatives with respect to the services to be performed under this Agreement, and such persons shall have authority to transmit instructions, receive information, and provide decisions in a timely manner pertinent to the services covered by this Agreement.

SECTION 2. SCOPE OF SERVICES.

City will provide professional staffing services to assist Initiative's Board of Directors in the administration and operation of Initiatives estimated as follows:

2.1 Economic Development.

(1) Director – average six (6) hours/month

Tasks:

- Attend meetings
- Follow up via phone and email
- Coordinate with property development team on processes and finances
- Correspond with legal, accounting, and others to follow up on board requests

(2) Assistant Director – average thirty-four (34) hours/month

Tasks:

- Attend meetings, take minutes, follow up on action items from meetings
- Prepare, compile, and distribute agenda materials
- Coordinate with financial institutions on processes, finances
- Correspond with legal, accounting, and others to follow up on board requests
- Monthly Bank Reconciliation

2.2 Finance Department.

(1) Accountant – average ten (10) hours/month

Tasks:

- Create monthly financial reports
- Attend meetings
- Enter deposits
- Enter journal entries
- Enter check information into QuickBooks
- Maintain QuickBooks and physical files
- Create backups for auditors as needed
- Create various accounts as needed

Individual tracking of time is not required.

SECTION 3. TERM OF AGREEMENT. The term of this Agreement shall be from July 1, 2025 through June 30, 2026 (the Term).

SECTION 4. COMPENSATION. Initiatives shall pay City as compensation for the services provided to Initiatives, which payment shall constitute complete compensation for all services to be rendered under this Agreement, as follows:

> Three Thousand Four Hundred Twenty-Nine Dollars ($3,429.00) on or before the 1st day of July, 2025, and Three Thousand Four Hundred Twenty-Nine Dollars ($3,429.00) on or before the 1st day of each succeeding month thereafter during the Term of this Agreement.

SECTION 5. TERMINATION OF AGREEMENT. Either party may terminate this Agreement for any reason with or without cause upon not less than thirty (30) days' written notice delivered to the other party.

SECTION 6. INDEMNIFICATION. Initiatives agrees to indemnify and hold harmless City, its officers and employees from and against any and all claims of any kind that may be made against City, its officers and employees arising out of or in connection the negligence of initiatives, its officers and employees in the performance of this Agreement.

SECTION 7. NO EMPLOYER-EMPLOYEE RELATIONSHIP CREATED. City's relationship to Initiatives shall be that of independent contractor and this Agreement shall not be construed or interpreted to have created an employer-employee relationship.

SECTION 8. RECORDS. All documents of any kind created by or provided to City staff in the performance of services under this Agreement shall at all times remain the property of Initiatives and City staff shall make no copies of any of such documents. in the event City is requested pursuant to, or required by, applicable law, regulation, or legal or administrative process to disclose any Initiatives' documents, City shall promptly notify Initiatives in writing so that Initiatives may apply for a protective order or other appropriate remedy at no cost or expense of any kind to City. In the event that Initiatives does not take any action to stop such disclosure or obtain a protective order concerning such disclosure within forty-eight (48) hours after City provides such notice to Initiatives, City may disclose the requested documents without any liability to City. City agrees to furnish only that portion of documents sought or advised by City's counsel to be legally required. In the event that Initiatives does take any action to stop such disclosure or obtain a protective order, City agrees to cooperate with Initiatives at no cost or expense of any kind to City.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

DUBUQUE INITIATIVES

By: _____
Kevin J. Lynch
President

2025-2026 Green Iowa AmeriCorps

AmeriCorps Host Site Memorandum of Agreement

THIS AMERICORPS HOST SITE AGREEMENT is executed by and between the UNIVERSITY OF NORTHERN IOWA/GREEN IOWA AMERICORPS, 1227 W 27TH Street, Cedar Falls, IA 50614 (Program) and CITY OF DUBUQUE, 50 W. 13TH STREET, DUBUQUE, IA 52001 (Host Site).

1. FUNDING SOURCE, POSITIONS, DURATION OF AGREEMENT

1.1 PURPOSE. Green Iowa AmeriCorps is an AmeriCorps State Program in the national service network and Iowa AmeriCorps State Members are the resource being provided to Host Site. The purpose of this Agreement is to outline the relationship between and responsibilities of Program and Host Site in regard to the placement of AmeriCorps Members from the Program at the Host Site.

1.2 FUNDING SOURCE. The funding source for the AmeriCorps Member positions that are provided to Host Site is a grant from the AmeriCorps, [Code of Federal Domestic Assistance (CFDA) 94.006] for the Green Iowa AmeriCorps Program. Host Site shall comply with the requirements, conditions, and rules of the Corporation, Green Iowa AmeriCorps and any other public or private entity having authority over the funds or the grant.

1.3 DURATION OF AGREEMENT. This Agreement shall be in effect for the time period of 09/01/2025 to 08/31/2026 with the ability to enact a no-cost extension up to three months if approved by Volunteer Iowa to allow a Member to complete the Member's term of service.

1.4 AMERICORPS MEMBERS. The Green Iowa AmeriCorps Program will have 66 AmeriCorps Members who will engage in environmental direct service activities in the areas of energy, conservation, and solid waste management, environmental education, volunteer engagement and workforce development across Iowa. At the end of the program year, the AmeriCorps Members will be responsible for completing 240 energy assessments and retrofits, the planting of 1,500 trees, installation of 50 water quality related projects, 25 waste reduction or removal projects and 25 school, community or backyard gardens. Members will execute 500 educational programs for 7,500 participants. In addition, the AmeriCorps Members will leverage 2,400 volunteers who will be engaged in environmental direct service projects. The Program assigns the following AmeriCorps Member position(s) to Host.

Term Type	Min # of Hrs.	# Of slots assigned
Three Quarter Time (TQT)	1200	1-5
Reduced Half Time (RHT)	675	contingent on slot conversion
Minimum Time (MT)	300	0-5

1.5 SERVICE SITES. Service sites are the physical location where Members will be primarily serving. Generally, this is the same location in which the Site Supervisor works. In alignment with agreements between Volunteer Iowa and surrounding state Commissions, service sites must be no more than 40 miles from the Iowa border. List the physical address(es) of site(s) where Host Site will have Member serve:

Location Name: City Hall	Site Supervisor Name: Gina Bell	
Location Address: 50 W. 13th Street, Dubuque	State: IA	Zip Code: 52001

1.6 ELECTRONIC SIGNATURES. Electronic signatures may be acceptable with Program approval if the following conditions are met: 1) A written policy is in effect establishing the use of electronic signature system as your system of record; and 2) A secure, verifiable electronic signature system that (a) identifies and authenticates a particular person as the source of the electronic signature; and (b) indicates such person's approval of the information contained in the electronic message. 3) Once appropriate electronic signatures have been applied, no changes may be made unless there is a clear, auditable record of the revision. The use of regular e-mail to communicate approval is not a secure, verifiable electronic signature system.

1.7 CORRECTIONS TO OFFICIAL GRANT DOCUMENTS. Corrections to any official AmeriCorps documents, including Member Service Agreement, Amendments, or other official agreements, must be done properly. For example, a change to a clause/element must have a strike through (line) and, if necessary, the new language written. The revised clause must then include the date and initials of both the Host Site or Program representative and the member. Whiteout or other correcting fluid must never be used, and changes are considered fully executed via signature of BOTH parties.

2. CONDITIONS FOR ENROLLMENT OF AMERICORPS MEMBER(S)

2.1 ASSIGNED MEMBER SUPERVISION. Host Site agrees to assign a Site Supervisor(s) who will complete obligations described herein for the duration of the Agreement. Site Supervisor shall commit adequate time, support, and effort to perform the responsibilities outlined in Agreement, including training, Member supervision, data collection, and reporting. The responsibilities of the Site Supervisor remain the same, regardless of whether the Supervisor is staff of Green Iowa AmeriCorps contractor (See Section 10.2) or neither staff nor contractor but providing supervision without a financial matching obligation.

2.2 CHANGES TO MEMBER SUPERVISION. Host Site agrees to notify Program two weeks prior to any changes in the person assigned to manage the member(s). Additionally, the Host Site agrees to allow the new Supervisor to attend mandatory Site Supervisor training, prior to the change in supervision. In cases where this is not possible due to the timing of employee end date, the Host Site should work to identify a temporary solution for managing Members.

Site Supervisor Plan:

Site Supervisor Name	Email	Phone	Member Slot Allotment
Gina Bell	gbell@cityofdubuque.org	563.845.8591	__X_ Three Quarter Time ___ Reduced Half Time ___ Minimum Time
Michelle Kim	mkim@cityofdubuque.org	563.580.3745	

3. ENROLLMENT AND RETENTION REQUIREMENTS

3.1 HOST SITE RECRUITMENT/ENROLLMENT REQUIREMENT. The Host must assist with recruitment for all positions for the Program's 100% enrollment goal for all AmeriCorps positions and is responsible for

generating 50% of their Member slots from locally sourced efforts. If the Host is unable to assist with recruitment positions, contact Green Iowa AmeriCorps to discuss as soon as possible. Please note failure to recruit/fill Member positions will not impact your Host Hite fees but could impact consideration for future Host opportunities. Program will provide resources and training to the Host Site to support recruitment efforts. Host Site should refer questions to Program if unsure of the correct answer.

3.2 HOST SITE ENROLLMENT RESPONSIBILITIES. Host Site is encouraged to work with Program to select their Member(s) as soon as possible. If citizenship and background check requirements are not complete, it may result in a delay to the Member start date. Host Site is expected to meet the recruitment guidelines above at a minimum of (3 weeks) prior to position start date(s) in the Program Enrollment Date(s).

3.3 RETENTION REQUIREMENT. Host Site is expected to retain at least 85% of its AmeriCorps positions.

3.4 PROGRAMMATIC CONSEQUENCES OF NON-RECRUITMENT, NON-ENROLLMENT, AND/OR NON-RETENTION. Program may elect to retain all the Host Site fee, if desired, regardless of recruitment or retention by Host Site. Program will review future requests for AmeriCorps positions against the Host Site's prior performance. If Host Site is unable to meet enrollment or retention requirements in a single year, a reduction in Member positions for future program years may be applied. If Host Site is unable to meet enrollment or retention requirements over two or more Program years, a reduction in Member positions will be applied for future Program years.

3.5 HIRING MEMBERS. Host Site is allowed and encouraged to hire AmeriCorps member(s) in staff positions after the Member has completed his/her AmeriCorps term requirements. Hiring a Member during the term of service will likely result in an exit for cause unless the Member meets the criteria for the CPC Employment Objective Policy or otherwise determined by the discretion of the Program. If Host Site hires Members as staff before the Member can complete his or her term AmeriCorps requirements, Host Site may be denied future AmeriCorps positions or required to pay any additional expenses incurred by the Program to replace the vacated slot.

3.6 ENROLLMENT REQUIREMENTS. Neither the Host Site nor its partners may officially enroll the AmeriCorps Member; Program is the sole entity that can enroll an AmeriCorps Member. Host Site must follow Program guidance regarding the Host Site role in recruitment and selection of the assigned Member(s).

3.7 HOST SITE ENROLLMENT RESPONSIBILITIES. Host Site is encouraged to work with Program to select their Member(s) as soon as possible. If Site Supervisors are unavailable or have delaying timing in Member selection the program will move forward with position offer or denial based on the Program application, Program interview and reference checks. If citizenship and background check requirements are not complete, it may result in a delay to the Member start date.

Host Site agrees to engage in timely email communication with potential applicants for their site, including email response, interview scheduling and execution, and providing feedback to the Program Recruitment Coordinator regarding Member selection. The Host Site is responsible for recruitment activities in their local communities utilizing Program provided recruitment resources.

3.8 ENROLLMENT REQUIREMENT. Host Site is responsible for generating enrollment of 50% of its AmeriCorps positions. If Host Site is unable to fill all positions, Host Site will contact Green Iowa AmeriCorps to discuss as soon as possible. Host Site understands that Program may reduce or renegotiate the awarded Member slots at any time if Host Site is unable to fill its awarded AmeriCorps slots.

4. HOST SITE OBLIGATIONS

4.1 COMPLIANCE WITH LAWS AND REGULATIONS. Host Site shall comply with the Terms and Conditions of the National and Community Service Act, the Corporation's regulations (45 CFR 12501 et seq.), 2025 AmeriCorps State - General Terms and Conditions and 2025 AmeriCorps Specific Terms and Conditions - Specific. Agreement is also subject to OMB Circulars 2 CFR 220 - Cost Principles for Educational Institutions; 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments; or 2 CFR 230 - Cost Principles for Non-Profit Organizations, as applicable.

4.2 AMERICORPS DOCUMENTS. Program is responsible for retention of all official AmeriCorps grant documents and therefore Host Site should not retain official grant documents. If Host Site wants to retain documents, they must retain a copy and provide the original to Program. Host Site shall permit Program, Volunteer Iowa, and AmeriCorps, to conduct in-person or electronic site visits, access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Host Site relating to orders, invoices, or payments or any other documentation or materials pertaining to Agreement; this does not include background check records run specifically for the purposes of the Host Site at the expense of the Host Site. Any Member record containing personally identifiable information must be managed confidentially, as required by AmeriCorps. Program shall make every effort to access records from Monday through Friday, between the hours of 8:00 am and 5:00 PM Central Standard Time. Such rights shall continue as long as the records are retained by Host Site. Regardless of the method, all records will be managed in accordance with proper records management procedure(s) while they are in the possession of Program. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by Program.

4.3 SUPPORTING DOCUMENTATION. The Host Site shall deliver to Green Iowa AmeriCorps as scheduled or upon request, (i) copies of all contracts or agreements relating to Program and any other such grant-related documents as requested, in order to verify compliance with the applicable state and federal AmeriCorps requirements.

4.4 AMERICORPS ORIENTATION, TRAINING, RESOURCES, AND SUPPORT. Host Site will provide appropriate resources to the AmeriCorps Member including, but not limited to (1) office space, supplies, phone, Internet connection, and other physical accommodations as necessary, (2) financial support for Member travel, training, and Host Hite orientation, (3) a designated Site Supervisor with adequate time to provide support and guidance during the service year, (4) integration of the AmeriCorps Member into Host Site team, (5) on-site orientation and regular training opportunities, (6) additional benefits as described in position recruitment materials, as applicable and (7) ensure that Host Sites are supporting and facilitating regular communication and conflict resolution check-ins as part of a Member meetings.

4.5 MEMBER COMPENSATION. The living allowance is defined as the amount listed here that is paid directly to the Member by the Program, and the Member is prohibited from accepting additional living

allowance payments (including payments in the form of cash or gift cards) directly from the host site. It does not prohibit the Member from receiving approved incentives from the Program and/or Host site, such as a housing allowance, retention bonus, or a pass for free/reduced parking at the host site location. Host Site should discuss incentive options with Program if this is of interest. This prohibition does not preclude Member from seeking supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service. If Member has supplemental employment with Program/Host Site, service activities must be clearly different from the duties performed as an employee and the position description for the employment must be provided in advance to Volunteer Iowa.

4.6 SITE SUPERVISOR ORIENTATION. The Host sSte Supervisor agrees to attend an orientation, facilitated by Green Iowa AmeriCorps. The date and location will be provided a minimum of 30 days in advance. Site Supervisor should also participate in ongoing in person or electronic training provided by Program during the grant year.

4.7 MEMBER ORIENTATION. The Host Site agrees to release all AmeriCorps members for an in-person rogram orientation and other required program training on dates determined by Green Iowa AmeriCorps, communicated 30 days in advance to Hosts, when possible. Members are required to attend orientation and Life After AmeriCorps training as part of their term.

4.8 REQUIRED MEMBER TRAINING & ACTIVITIES. The Host Site agrees to release AmeriCorps Members from service for Days of Service events, Program training and retreats, Program wide service projects and other events or activities provided by Green Iowa AmeriCorps. Monthly trainings are held on the first and third Wednesday of each month at 9:00 am unless otherwise specified by staff. Days of service include September 11 Day of Service and Remembrance and MLK Day of Service.

4.9 POSTING OF PROHIBITED ACTIVITIES. As required by the AmeriCorps Grant Terms and Conditions, Host Site agrees to post a copy of the Prohibited Activities at each Member service site.

4.10 NATIONAL SERVICE AFFILIATION AND AMERICORPS IDENTITY. Green Iowa AmeriCorps is an AmeriCorps State Program in the national service network and AmeriCorps Members are the resource being provided to the Host Site. Host Site must represent AmeriCorps brands as described in the AmeriCorps Terms and Conditions. Host Site should also identify the Program as an Iowa AmeriCorps Program and Members as Iowa AmeriCorps Members.

A. AMERICORPS, BRANDING GUIDELINES. Host Site shall follow the branding guidelines of AmeriCorps (https://americorps.gov/newsroom/communication-resources).

B. REQUIRED PROGRAM BRANDING. Host Site agrees to (1) ensure that AmeriCorps Members always wear AmeriCorps identification during their service hours, (2) properly identify the Program as an AmeriCorps Program and the Members as AmeriCorps Members in all communications including but not limited to: public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – in all cases individuals must be identified as AmeriCorps members etc., (3) provide information to the media during interviews or in-person public appearances, (4) always refer to participants selected to serve as AmeriCorps Members, (5) ensure AmeriCorps Members include “Green

Iowa AmeriCorps Member" in their email signature, and (6) An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to: "This material is based upon work supported by AmeriCorps under Grant No(s) 426004333. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."

C.ANNOUNCEMENTS. Host Site agrees to publicly announce the partnership and identify Host Site as a location of Program in the statement.

D. PROMOTIONAL STORY. Host Site agrees to promote a story about their AmeriCorps Members' activities

E. INSURANCE. Program represents that it has adequate liability insurance, such protection being applicable to officers, employees, AmeriCorps Members and Agents while acting within the scope of their employment by Program. Program has no liability insurance policy as such that can extend protection to any other person.

5. SITE SUPERVISOR OBLIGATIONS

5.1 MEMBER MANAGEMENT REQUIREMENTS.

A. Read and review the Member Position Description(s), follow up with Program with any questions. Changes to the Member service hours, service activities, or changes to term length must be approved by Program, and potentially Volunteer Iowa.
B. Ensure that Members have adequate and allowable service activities so that they may complete the term of service successfully.
C. Conduct a Member on-site orientation that communicates Host Site policies, position requirements and ember safety, see sections 6.5 and 6.6.
D. Have regularly scheduled check-ins with mMembers to review their service.
E. Insure there is no conflict of interest or nepotism between Host Site Supervisors and Member.
F. Ensure Members attend required program trainings and activities as noted in 4.7 and 4.8.
G. Ensure a safe space for Members to report any issues

5.2 COMMUNICATION. The Site Supervisor agrees to serve as a liaison between Host Site and Program. This includes maintaining regular communication with the Program, providing timely response to program related requests, questions, and meeting deadlines as outlined in the Agreement.

5.3 MEMBER PERFORMANCE. Host Site agrees to maintain regular communication regarding Member performance issues, such as tardiness, unprofessional language, or violation of Host Site policies. Specifically, Host Site agrees to notify Program in writing in accordance with the following guideline:

ITEM	REPORTING TIMELINE
Any Member injury during service that necessitates filing a worker's compensation report	Within 24 hours

Any Member or Site Supervisor behavioral issues (arrests, harassment) that may result in immediate dismissal from the program or employment	within 24 hours
Any AmeriCorps Member grievance requests	within 24 hours
Any Member performing prohibited activities, as defined in Section 8	within 24 hours
Upon the second occurrence of a Member failing to report to service without prior approval	within 24 hours
Member request for reasonable accommodation	within 24 hours
Any AmeriCorps Member's behavior issues that result in disciplinary action by the member's direct Supervisor	within 2 business days
Any AmeriCorps Member's request to be exited for cause, compelling circumstance, or to be suspended	within 2 business days
Any AmeriCorps Member position description or Member Service Agreement amendment requests, or other change that affects the member's service activities in Program	within 3 business days

5.4 AMERICORPS MEMBER SERVICE STATUS. Host Site or its partners may not terminate, suspend, reassign or lend to another organization any AmeriCorps Member. Program is the sole entity that can terminate or suspend or reassign an AmeriCorps Member. If Host Site has a desire to terminate or suspend a Member for any reason, Program should be contacted to discuss the circumstances and next steps. Host Site should communicate to the program as quickly as possible if they become aware of a situation that may result in Member needing to take leave from service. This may include medical or emerging issues or may be related to a vacation that extends beyond one week. Program will work with Member and Host Site to determine next steps. Lack of or delayed communication related to Member situations may result in fewer options for positive outcomes for the member. Host Site or its partners may not terminate or suspend the AmeriCorps Member. Program is the sole entity that can terminate or suspend an AmeriCorps member. If Host Site has a desire to terminate or suspend a Member for any reason, Program should be contacted to discuss the circumstances and next steps.

5.5 SHORT TERM LEAVE OR SUSPENSION FROM SERVICE. Host Site should communicate to the Program as quickly as possible if they become aware of a situation that may result in member needing to take leave from service. This may include medical or emerging issues or may be related to a vacation that extends beyond one week. Program will work with Member and Host Site to determine next steps. Lack of or delayed communication related to Member situation may result fewer options for positive outcomes for the Member.

5.6 TERM EXTENSIONS. Member term of service may be extended because of a temporary leave or a compelling situation, which is outside of the Member's control; however, no additional living allowance will be paid. Program will work with Host Site and Member to ensure the length of extension is reasonable and will allow for a successful exit. Member terms cannot be extended for the sole purpose

of completing successfully. Member are expected to utilize the Program's No Cost Extension Request form for all formal extension requests. Member terms cannot be extended for the sole purpose of completing successfully. Volunteer Iowa must approve member term extensions prior to the end of the term. Program and member must execute an amendment to the Member Service Agreement to change the end date of the term. Members suspended for compelling personal circumstances may also receive a term extension equal to the amount of time the member was suspended for situations outside of the member's control. If Member was officially suspended, then living allowance is paid during the term extension.

5.7 MEMBER REQUEST FOR REASONABLE ACCOMMODATIONS. Host site must communicate to the program within 24 hours of any member request for reasonable accommodation. Program will help guide Host Site through the process including identifying if the accommodation is reasonable.

5.8 REPAYMENT OF OVERPAYMENTS TO MEMBERS. Host Site may be required to repay Green Iowa AmeriCorps the cost of any disallowance issued to Program for the erroneous payment of living allowance to Members because of Host Site's failure to notify Program of Member's departure, time, or attendance issues, or because of inappropriately managing Member timesheets, including the failure to adequately review timesheets prior to approving them. Costs that may include living allowance, FICA, Workers Compensation, and mistakenly earned Education Awards.

5.9 TIMEKEEPING ACCOUNT. The assigned Site Supervisor(s) will receive access to the OnCorps timekeeping system for the purpose of review and approval of Member timesheets as well as the Program generated Member timesheet tracker.

5.10 MEMBER TIMESHEETS AND TERM MANAGEMENT. The Site Supervisor(s) must review and approve Member timesheets in the assigned timekeeping system within 5 days of the Member's submission. Site Supervisor(s) should regularly review time sheets to ensure all hours served are allowable and eligible, categorized appropriately (fundraising, direct service and training) and time sheets include all hours served by members. Members may not earn hours for vacation or sick time, or holidays. Attention should be paid to ensure that Members are making regular progress toward the completion of their term of service and serving in accordance with their anticipated service schedule. Members' term of service is a combination of the number of service hours and the start and end dates; service is not completed just by finishing the hours listed in their Member Service Agreement. Corrections to time sheets, should errors be identified, must be made within 90-days of the date of the error. Timesheet corrections must be made within 90 days, excluding the final 30 days of the term of service. During the last 30 days of the term, timesheets older than 30 days will not be unlocked for corrections. Once a Member has ended their term of service, timesheet corrections must occur within 10 days of the exit date. Host Site and Member are responsible for accurately entering and submitting time each pay period. If Member does not have enough hours to exit successfully after the end of service and has identified hours that were inadvertently left off, the Member may provide written documentation (beyond their own written statement) documenting hours and dates (times if necessary) of service for review. Volunteer Iowa will review and make a final determination on whether to add hours after the end date of the term. Therefore, it is important that site supervisors monitor time sheets regularly and discuss any concerns with Program.

Supervisors should ensure Members are using the Program timekeeping tracker to provide additional information and support for hours logged in OnCorps for approval and compliance purposes.

5.11 REPERCUSSIONS FOR FAILING TO APPROVE TIMESHEETS. Host Site understands that failure of Site Supervisor(s) to carefully review and approve time sheets as outlined above may lead to repercussions including but not limited to the Site Supervisor(s) being replaced or denial of future requests to serve as a Host Site. Host Site further understands that the Member's ability to earn their education award is based on timely approval of Member timesheets by the Site Supervisor(s) and other required exit paperwork. Host Site may be required to repay to Program the cost of any disallowance issued to Program because of the Site Supervisor's failure to follow the timekeeping requirements, including adequately reviewing Member time sheets prior to approving them.

5.12 HOLIDAY SERVICE. Member should not serve any hours on the major federal holidays – New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day. This includes checking emails, self-directed training, or teleservice. If Host Site is open on one of these holidays and members are expected to serve, site supervisor should work with Program to gain approval for this Member service prior to the holiday. For any of the other federal holidays, including MLK Day, Presidents Day, Juneteenth, Columbus Day and Veterans Day, Host Site should communicate expectations of member service in advance. If the Host Site is closed on one of more of those lesser holidays (including the day after Thanksgiving or Christmas eve) or the Host Site recognizes other workdays when major federal holidays fall on weekend days, members should not check their email, complete timesheets, or do teleservice on those days either unless they follow the procedure above.

5.13 HOURLY LIMITS. AmeriCorps Members cannot serve more than 12 hours in a day, 100 hours in a two-week period, and 200 hours in a month without prior approval from Program. Member(s) should also not serve more than 6 consecutive days. Site supervisor(s) should monitor Member service during their term to ensure that Members have adequate time to complete their service without serving excessive hours as their term nears its end.

5.14 MEALTIME(S). Member must take one meal break if they serve 5 or more hours consecutively, and a two meal breaks if they serve 11 hours or more consecutively. If a Member is serving during a mealtime doing an allowable service activity, member must be given an alternative meal break.

5.15 CERTIFICATION OF MEMBER ACTIVITIES. All Member service activities must be completed when visual confirmation of time served is possible by the Site Supervisor or another staff person who can attest to the service. If there are periods of time when this is not possible a Teleservice agreement must be in place. By approving the timesheet, Site Supervisor certifies all AmeriCorps Member service, training, and fundraising hours as true and correct and ensures hours do not include any service activities prohibited by law, regulation, or grant terms and conditions. Further, Host Site understands that a knowing and willful false certification by the Member or Site Supervisor on the timesheet can be punished under federal law (Section 1001 of Title 18, USC). Therefore, if there are questions or concerns with member timesheets, Site Supervisors must return the timesheet in the timekeeping system for the Member to make corrections before they approve it. Host Site is notified that all Member timesheets must be approved prior to member release or exit from service.

5.16 MEMBER EVALUATIONS. Host Site must complete an evaluation of each Member's term of service. Members who do not receive an evaluation are not eligible for their education award and will be Exited

for Cause. Host Site must complete a mid-term evaluation of each FT, TQT, and HT Member, as well as any other less-than HT Members (RHT, QT, MT, AT) that serve over a period of 9 months or more, within a reasonable period of the mid-date of the member term. Host Site must complete an end-of-term evaluation of each Member and submit it to Program within 7 days of the Member's last day of service as indicated on the Member Service Agreement (MSA). Evaluations must be signed and dated by both the Member and Site Supervisor. If a Member leaves for Cause and the Program cannot obtain their signature after due diligence, the evaluation will be considered valid without signature upon additional Program staff review. An evaluation is not required for any Member who exits the program serving a total of 30 days or less.

6. ADDITIONAL HOST SITE REQUIREMENTS

6.1 ALLOWABLE SERVICE. Host Site must place Members in positions that adhere to the requirements established in this Agreement and described in the Member Position Description guidelines. Position descriptions must be approved by Program prior to placing a Member into the position. Service hours related to activities that are deemed prohibited or unallowable by Program, Volunteer Iowa, or AmeriCorps, will not count toward the AmeriCorps member's term of service. In addition, hours served before or after the service period outlined in the MSA or prior to completion of a National Service Criminal History Check (NSCHC) are not allowable.

6.2 MEMBER POSITION DESCRIPTION (MPD) APPROVAL. Host Site must submit draft position descriptions to Green Iowa AmeriCorps utilizing the templates provided by the Program by deadline communicated by Program. The Program will give Host Site 30 days' notice of deadline. Host Site agrees to ask Program for assistance with the development of the member position description if needed. Program will provide Host Site with a Member Position Description Template (MPD).

6.3 MEMBER POSITION DESCRIPTION CONTENT. MPD must include, at a minimum, the following elements:

A. Description of service activities that align with those outlined in the approved grant.
    1. Member activities cannot replace current staff or volunteer activities (see Sections 8.5 and 8.6 below). Member position descriptions must include service activities that are new or expand on current staff/volunteer activities. Member's primary duties should be direct service or capacity building activities, not administrative services.
    2. Member service activities should provide an opportunity for the Member to be challenged and take responsibility for new programs/projects and grow their skills.
    3. Service activities should be sufficiently detailed to clarify expectations and help members understand their role in the organization. Avoid vague terms or descriptions of tasks.
B. Use of the AmeriCorps vernacular – for example: service, support, member, enroll, instead of terms like work, assist, hire or employee.
C. An anticipated service schedule that outlines a pathway for the Member to complete his/her term of service successfully within the service period of their MSA, while meeting the needs of the community. Members are expected to serve primarily within their anticipated service schedule.

a. The schedule should be sufficiently detailed so that the Member and anyone else reviewing the schedule could anticipate when the Member would be serving and see the total number of hours per week the Member would be expected to serve.
b. Minimum hours per week must be clear and build a 10% buffer so Members are not negatively impacted by holiday time off and reasonable sick and vacation time off.
c. The service schedule should indicate whether the Member is expected to regularly serve on evenings, weekends, and holidays or at other special events when longer than normal hours would be expected.

D. If the need for service changes and the member's service schedule or activities are impacted, the Host Site should contact Program to have the MPD updated.

6.4 DISASTER SERVICE. Members are allowed to serve in times of disasters. Deployments to disasters should be done in accordance with Program's disaster policy. If Members and/or Site Supervisors have questions about an individual Member's deployment to local disasters, they should review Program policy and check with Program's staff. Members are prohibited from self-deploying to any disaster; however, they may volunteer on their own time.

6.5 MEMBER SAFETY. Host Site is required to take reasonable steps to ensure Member safety during service. Host Site is expected to conduct appropriate background and reference checks on the site Supervisor(s) and other staff working with the AmeriCorps Member(s) and beneficiaries of Green Iowa AmeriCorps activities, in accordance with the National Service Criminal History Check requirements and Host Site's own organizational policies. Site Supervisor(s) should be trained in member safety, including the use and availability of CPR, first aid kits and portable defibrillators (if available) and the location of storm shelters. Members should also be provided with this information during their onsite orientation. Host Site should also have a plan for site and personal health-related safety concerns.

Host Site should also consider safety precautions for service activities and projects, as needed that may include things such as time of day, lighting and location, seasonal weather issues, road conditions, and appropriate safety protocols for service acivities (including attendance of trained personnel).

6.6 PUBLIC HEALTH EMERGENCIES AND MEMBER SAFETY. To protect Member safety, Host Site is expected to follow relevant federal, state, or local health and safety laws, rules, and regulations. This may include social distancing, wearing of masks (or other protective gear), providing the opportunity to serve from an alternate location on a temporary basis, and required quarantine or isolation in cases of positive tests or exposure, etc. These guidelines may change based on a variety of factors. Therefore, the Host Site is encouraged to regularly check the CDC website for the most recent guidance and Program will send notification of significant changes in CDC recommendations that impact member service. If Host Site intends to pursue mandatory vaccination for member(s), the Host Site must obtain approval from Program.

6.7 UPHOLD PROGRAM POLICIES & PROCEDURES. Host sites must ensure a work environment that is safe for Members to show up as their authentic selves. Examples include a clear path of communication as a Host if an issue arises, and each site's active role in continuing to grow in their own practices as an agency.

7. REPORTING

7.1 REPORTING DEADLINES. Host Site must ensure that required Program reports are submitted according to Program deadlines noted in Section 7.3.

7.2 REPORTING RESPONSIBILITIES. The Host Site Supervisor understands that they must complete and/or support their AmeriCorps Members in completing the reports described in the Agreement and due in Google Documents.

7.3 REPORTING TIMELINE. Below is a timeline for reports described in the Agreement.

ITEM	REPORTING TIMELINE	DATE DUE
Position Description	2025-2026 Position	07/01/2025
Quarterly Performance Measure Report	10/01/25-12/31/25	1/13/2026
Quarterly Performance Measure Report	01/01/25-03/31/26	4/13/2026
Quarterly Performance Measure Report	04/01/25-06/30/26	7/13/2026
Quarterly Performance Measure Report	07/01/25-08/31/26	TBD
Midterm Evaluations (FT, TQT, HT only)	50% of Member term	Member Mid-Term Date
End-term Evaluations (FT, TQT, HT, MT)	10/01/2025-08/31/26	Member Exit Date

8. PROHIBITED ACTIVITIES

8.1 PROHIBITED ACTIVITIES. (45 CFR§§ 2520.65) While charging time to the Green Iowa AmeriCorps accumulating service or training hours, or otherwise performing activities associated with the Green Iowa AmeriCorps or the Corporation for National and Community Service, Members and volunteers recruited by Members may not engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to:
    - a business organized for profit;
    - A labor union;
    - A partisan political organization; or

- A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from participating in advocacy activities undertaken at their own initiative; and
- An organization engaged in the religious activities described above in prohibited activity 7, unless AmeriCorps assistance is not used to support the religious activities.

9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Any activity prohibited by applicable Executive Order/Memorandum; and,
12. Such other activities as AmeriCorps/Volunteer Iowa may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps Members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps Members may not provide services for Election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds.

Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

8.2 RIGHTS AS A PRIVATE CITIZEN. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time.

8.3 FUNDRAISING. (45 CFR§§ 2520.40) AmeriCorps Members may raise resources directly in support of the Green Iowa AmeriCorps' service activities. Examples of fundraising activities AmeriCorps Members may perform include, but are not limited to, the following:

1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;

4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
5. Seeking donations from alumni of the program for specific service projects being performed by current Members.

8.4 FUNDRAISING LIMITATIONS. (45 CFR§§ 2520.45) An AmeriCorps Member may spend no more than 10 percent of his/her originally agreed-upon term of service, as reflected in the Member Service Agreement, performing fundraising activities.

AmeriCorps Members may not:

1. Raise funds for his/her living allowance; raise funds for an organization's general operating expenses, general fund or endowment;
2. Write a grant application for funding provided by a federal agency including AmeriCorps grant proposals such as: Days of Service grants, AmeriCorps VISTA, Summer VISTA Associates, the Corporation for National Community Service grant proposals and AmeriCorps grants.

8.5 NON-DUPLICATION. **(**45 CFR §§ 2540.100E) Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of 45 CFR §§ 2540.100F [See below: Non-Displacement] are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

8.6 NON-DISPLACEMENT. **(**45 CFR §§ 2540.100F)

A. An employer [Host Site] may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of Member in a program receiving Corporation assistance.
B. An organization may not displace a volunteer by using a Member in a program receiving Corporation assistance.
C. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
D. Member in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
E. Member in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
F. Member in any program receiving assistance may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

9. USES AND LIMITS OF AMERICORPS POSITIONS

9.1 SERVICE LIMITS. Individuals may serve multiple terms of AmeriCorps service, including AmeriCorps, VISTA and NCCC. Host Site should consult with Program and Member on how many previous AmeriCorps terms the Member has served to ensure they do not exceed the limits for AmeriCorps State and National. Please note: the number and types of service terms served and post-service benefits selected may also impact the member's eligibility for an Education Award and/or the value of the available Education Award.

9.2 REFILLING MEMBER POSITIONS. The following conditions, established by AmeriCorps, must be adhered to by all AmeriCorps Programs regarding refill of member slots vacated by Members who exit early. Host Site must note that once a Member is released from service with a partial education award, the remaining portion of that award is not available for use. Host Site acknowledges that Program has the final say in refilling all AmeriCorps positions. Host Site may not refill the same slot more than once.

9.3 REFILL DEADLINES. Refills must occur prior to December 1 for full-time Members, March 1 for three quarter time slots and April 1 for half-time and reduced-half-time Members. These dates are subject to change based upon changes made by AmeriCorps and/or Volunteer Iowa. The final decision related to whether positions will be refilled belong to Green Iowa AmeriCorps.

9.4 MEMBER ENROLLMENT. Host Site understands that Program may reduce or renegotiate the awarded Member slots at any time if Host Site is unable to fill its awarded AmeriCorps slots in an effort to achieve the 100% enrollment standards of the grant.

10. HOST SITE FINANCIAL COMMITMENT

10.1 HOST SITE FEE. Host Site shall contribute the following host site fee to Program in support of placement of the Members outlined in section 1.3. Host Sites may incur an additional host site fee for refill positions or additional positions. The payment (in the case of cash match) or submission of supporting documentation (in the case of in-kind match) is to be made in full annually beginning in October 2025 unless a different payment schedule is agreed upon by all parties.

Type of Financial Support	Amount of Support	Source of Funds	Amount of Funds
Cash Match	100%	Determined by Host, Non-Federal	$10,000 total per service year

A. IDENTIFICATION OF FEDERAL SOURCE(S) OF MATCH. Host Site must obtain approval from the federal agency to use the funds as match. Some federal match sources are pre-approved. The federal funds noted in 10.1. are identified as follows:

Federal Agency Name	CFDA #	Grant Name
<<AGENCY NAME>>	<< CFDA>>	<< GRANT NAME >>

B. HOST SITE SUPERVISOR BACKGROUND CHECKS. Host Site Supervisors that are employees of the AmeriCorps grantee (program) are required to comply with the requirements of the AmeriCorps National Service Criminal History Check (NSCHC). Host Site Supervisors that are employed by a

separate organization or are contractors are considered contractors under 2 CFR §200.331 and are not required to comply with the NSCHC requirements.

10.2. HOST SITE FEE REFUNDS. Host site fees will only be prorated if the Host Site was able to effectively fill 50% of their required Member slots and the Program was unable to fill 50% of its required slots. For example, if a Host Site effectively filled two of the four positions allocated to their site through Host Site recruitment efforts but the Program was unable to fill the remaining two positions or its equivalent, the Host Site would be eligible to request a pro-rated cash match amount. Host site fees will not be refunded for Members with exit for Cause or Compelling Personal Circumstance. No in-kind match documentation is currently required by hosts for the 2025-2026 service year. If the Program determines that in-kind match is needed from Host Sites to meet the overall match requirements of the program for the 2025-2026 grant year, Host Sites will be notified 60 days in advance. Requirements for in-kind match may include the documentation of Site Supervisor time, etc. A Host Site amendment will be executed as needed if in-kind requirements change.

10.3 FAILURE TO MEET MATCH REQUIREMENT. If Host Site fails to meet the matching requirements, Program will notify Host Site in writing of the situation and request that Host Side provide any past-due match payments or documentation within 30 days. If there is an ongoing issue related to match, the Green Iowa AmeriCorps may notify the Financial Representative, Program Representative and/or the Authorized representative of Host Site. Program may suspend enrollment of new AmeriCorps Members and/or payment of reimbursement request(s) until the situation is corrected.

10.4 WAIVED OR ADJUSTED MATCH REQUIREMENTS. A Host Site can request an adjusted match requirement or payment schedule based on financial hardship or inflexibility of the approved budget of the Host. If a Host is approved for an adjusted Host match requirement, an increase plan will be put into effect to meet the Program requirements by the following service year.

11. AMERICORPS MEMBER RECRUITMENT

11.1 HOST SITE RECRUITMENT RESPONSIBILITY
Program expects Host Site to be a partner in recruiting candidates to apply for open AmeriCorps positions. At a minimum, Host Site is responsible for recruiting eligible candidates for at least 50% of the slots awarded. Program will provide resources and training to Host Site to support recruitment efforts. Host Site should refer questions to Program if unsure of the correct answer. If Host Site does not meet or exceed the recruitment requirements, Program may reduce the number of slots.

11.2 RECRUITMENT TIMELINE
Host Site is expected to meet the recruitment guidelines above at a minimum of 3 weeks prior to position start date(s) in the Program Enrollment Date(s).

12. MEMBER ELIGIBILITY AND SELECTION REQUIREMENTS

12.1 MEMBER SELECTION. Host Site and Program must adhere to the following requirements when selecting candidates to fill the AmeriCorps position(s). Program and Host Site must avoid any conflict of interest during the selection process, including nepotism. Host Site may identify additional reasonable

host site-specific requirements for member selection. Additional requirements must be listed on the recruitment posting and Member Position Description. Neither the Host Site nor its partners may officially enroll the AmeriCorps member; Program is the sole entity that can enroll an AmeriCorps member. The Host Site must follow Program guidance regarding the Host Site role in recruitment and selection of the assigned member(s).

12.2 MINIMUM MEMBER ELIGIBILITY REQUIREMENTS FROM AMERICORPS.

A. Be at least 17 years of age at the commencement of service OR be an out-of-school youth of at least 16 years of age participating in a youth corps program described in described in § 2522.110(b)(3) or (g);
B. Have a high school diploma or its equivalent, or be in the process of obtaining one;
C. Be a citizen, national, or lawful permanent resident of the United States; and
D. Pass all required National Service Criminal History Checks requirements. Any person who refuses to consent to the criminal history check, makes a false statement in connection with the check, has been convicted of murder as defined and described in section 1111 of title 18, United States Code, as well as anyone who is registered or required to be registered on a state sex offender registry or the National Sex Offender Registry is ineligible to serve as an AmeriCorps member.

12.3 MEMBER PRIVACY AND RECORD SECURITY. Host Site understands that Program will use the criminal history record information obtained through the NSCHC process only to screen the current and/or prospective AmeriCorps Members, and only for purpose(s) of enrollment and/or determination of eligibility and suitability based on the criterion listed above. Program is legally prohibited from duplicating, disseminating, or sharing criminal history record information for use outside of Program, including to the Host Site.

13. CIVIL RIGHTS, NON-HARASSMENT, AND REASONABLE ACCOMMODATIONS

13.1 CIVIL RIGHTS / EQUAL OPPORTUNITY POLICY. This program is available to all and prohibits all forms of discrimination and harassment based on race, color, national origin, sex, age (40 and over), religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact:

Adam Lounsbury, Executive Director
Volunteer Iowa
321 East 12th Street
Des Moines, Iowa 50319
Phone: 1-800-308-5987
Fax: (877) 631-7575
Email: americorps@volunteeriowa.org

OR

Office of Civil Rights and Inclusiveness
AmeriCorps
250 E. Street, SW
Washington, DC 20525
Phone: (202) 606-7503
TTY and reasonable accommodation line: (800) 833-3722
Fax: (202) 565-3465
Email: eo@cns.gov

12.2 REASONABLE ACCOMMODATIONS. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, Green Iowa AmeriCorps complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program or host site. Neither the program nor the host site shall exclude or otherwise deny equal services, programs or activities to a qualified individual because of the known disability of another individual with whom the qualified individual is known to have a relationship or association.

The Program and Host Site shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the rogram and Host Site can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the **Reasonable Accommodation Request Form** included in the Member Service Agreement and submitting it to the program director.

14. TERMINATION OF AGREEMENT

14.1 AGREEMENT. Either Party may terminate or suspend Agreement in whole or part upon 30 days written notice to the other party. In all instances of termination or suspension, the non-terminating party shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, the non-terminating party shall be given reasonable time to cure any deficiently in its performance. If the deficiency is not corrected within a reasonable time, as defined by mutual agreement of the parties, Agreement may then be immediately terminated or suspended.

In the event the Agreement is terminated or suspended, the AmeriCorps member shall be removed from Host Site and, if possible, placed at another suitable service location within the Program. Host Site agrees to work cooperatively with Program to facilitate such transfer.

15. PROGRAM RESPONSIBILITIES

15.1 MANAGEMENT. Provide Program Director and Program Staff to manage larger program operations.

15.2 FINANCIAL. Financial management of program operation including monthly claims to Volunteer Iowa. The program will be responsible for distribution of Member living allowance, FICA, Worker’s Compensation and healthcare benefits. Program staff will write and manage federal AmeriCorps grant requirements that support most program costs.

15. 3 TRAVEL. Provide Members with travel reimbursement to all required training events.

15.4 TRAINING. The Program will provide Ste Supervisor and Members with training opportunities to perform satisfactorily in their given roles.

15.5 OUTREACH. The Program will provide Hosts with yearly start-up outreach packages including program-wide marketing items. The Program will maintain and manage the Green Iowa AmeriCorps program website and web domain. The Program will maintain all Green Iowa AmeriCorps social media accounts.

15.5 UNIFORMS. The Program will provide Members with uniforms for service as well as AmeriCorps pins and masks. Any Host specific uniform requirements must be provided by the Host at the expense of the host.

15.6 BACKGROUND CHECKS. The Program will be responsible for the cost and execution of all NSCHC background checks to determine Member eligibility and compliance for service.

16. CONTACT INFORMATION

16.1 GREEN IOWA AMERICORPS .

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACTS	ADDITIONAL CONTACT
Ashley Coffin 319-273-7273 **ashley.coffin@uni.edu**	**Barb Rasmusson** 319-273-7233 **barbara.rasmusson@uni.edu**	

16.2 HOST SITE.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACT	ADDITIONAL CONTACT
Gina Bell **563.845.8591** **gbell@cityofdubuque.org**	Anne Schreyer 563.589.4110 **aschreye@cityofdubuque.org**	Michelle Kim 563.580.3745 Mkim@cityofdubuque.org

WITNESS WHEREOF, the parties have executed this Host Site Agreement.

GREEN IOWA AMERICORPS	HOST SITE
SIGNATURE:	SIGNATURE:
SIGNED BY: Ashley Coffin	SIGNED BY Michael C. Van Milligen
TITLE: Director	TITLE: City Manager
DATE: 10/14/25	DATE: 10/14/2025

OVERVIEW OF HOST SITE COMMITMENT

Members:	**#**	**Cash**	**In-Kind**
Three Quarter Time (1200 hours)	3	$15,000	Supervisor, Office/workspace, daily travel & material supports
Reduced Half Time (675 hours)	TBD	N/A	Supervisor, Office/workspace, daily travel & material supports
Minimum Time (300 hours)	TBD	N/A	Supervisor, Office/workspace, daily travel & material supports
Type of Financial Support		**Amount of Support**	**Source of Funds**
Cash Match		$15,000.00	Host Generated, Non-federal
In-Kind		N/A	Undocumented Supervisor Time
Host Site Recruitment Requirement		Generate 50% enrollment for slot allocation	

AGREEMENT
BETWEEN
CITY OF DUBUQUE
AND
DUBUQUE COMMUNITY SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICERS
FOR
SCHOOL YEAR 2025-2026

This Agreement, dated for reference purposes the 20th day of August 2025, is made and entered into by and between the City of Dubuque, through its Police Department (City) and the Dubuque Community School District (School District).

WHEREAS, School District and City have a strong desire and commitment to continue the services of the School Resource Officers (SRO); and

WHEREAS, it is necessary to define the roles of the parties in providing such services to the elementary, middle, and senior high schools.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. ROLE OF SRO.

1.1 Five (5) SRO and one (1) SRO supervisor will be assigned by City to School District if Police staffing levels allow. SRO will, at the sole direction of the Chief of Police:

(a) Act as liaison between the law enforcement community and the School District;

(b) Maintain campus awareness, identify imminent problems, and serve as safety consultants for the School District;

(c) Visit classrooms;

(d) Make presentations and answer questions;

(e) Instruct D.A.R.E. (Drug Abuse Resistance Education Cooperative Program) curriculum if requested to do so by the School District;

(f) Inform school officials and staff of current police involvement with students and/or student's families;

(g) Investigate appropriate cases involving students as victims or suspects except those cases handled by a specialized unit;

(h) Assist with prevention patrol for students in route to and from school;

(i) Take appropriate action with respect to on-site occurrences, including but not limited to, fights, vandalism, theft, accidents, traffic violations, disorderly conduct, narcotics offenses, weapons, unauthorized persons on school property, and other occurrences as appropriate.

(j) Assist with in-servicing other School District security staff;

(k) Interact with patrol and investigative divisions on matters of mutual concern, including but not limited to, indecent exposure, gang activity, traffic hazards, sex offenses, suspicious persons, and other matters as appropriate;

(l) Attend School District staff and faculty meetings and training sessions when requested;

(m) Act as a resource person to School District staff;

(n) Attend School District sponsored extra-curricular activities when requested;

(o) Interact with students to promote and reinforce basic life skills, self-control, and accountability;

(p) Maintain confidential records on student contacts.

(q) Maintain working knowledge of Dubuque Community School Board policies, School District Administrative Regulations and Student Handbooks; and

(r) Conduct other duties as approved or assigned by the Chief of Police.

1.2 The hours and workday of SRO will be determined by the Chief of Police based on School District building schedules and extra-curricular activities. Uniforms will be worn at the discretion of SRO and the Chief of Police.

SECTION 2. COMPENSATION. School District will pay to City, support costs as follows:

Personnel Costs			

Officers:	2025-2026 Cost	DCSD Contribution Rate	DCSO 2025-2026 Support
SRO1	$125,798.00	50%	$62,899.00
SRO2	$124,749.00	50%	$62,375.50
SRO3	$128,948.00	50%	$64,474.00
SRO4	$125,798.00	50%	$62,899.00
SRO5 (Supervisor)	$176,463.00	75% of 50%	$66,174.00
SRO6	$116,237.00	50%	$58,118.50
TOTAL PERSONNEL			$376,940.00
Additional Support Costs			
Initial Training	$0 (unfilled position)	50%	$0
Position Equipment	$0 (unfilled position)	50%	$0
00Support Costs	$0 (unfilled position)	50%	$0
Ongoing Training	$0 (unfilled position)	50%	$0
TOTAL ADD'L SUPPORT			$0
DCSD SRO SUPPORT			$376,940.00

Personnel and Support costs reflect approximately the same staffing levels as the second semester of the 2024-2025 school year. This includes the transition of the DARE SRO position to a traditional SRO position that no longer teaches the DARE curriculum and serves assigned schools in a full-time SRO capacity.

A planned expansion of the School Resource Officer program calls for the addition of two more SROs (SRO #7 & SRO # 8). The addition of SRO #7 and the initial training funding and support may occur in the 2025-2026 school year but will depend on other police departmental staffing needs. SRO #8 will be delayed until at least City of Dubuque Fiscal Year 2027. Position equipment is specific to the SRO position, and support costs includes personal equipment and transportation costs. This will need to be funded as positions are added.

School District will pay to City fifty percent (50%) of the salary of five (5) SRO's, seventy-five percent (75%) of fifty percent (50%) of the SRO Supervisor, in the total amount of Three Hundred Seventy-Six Thousand, Nine Hundred Forty dollars ($376,940), payable as follows:

(a) City will invoice to School District by November 13, 2025
School District payment to City by December 13, 2025.
Amount due is 50% of the Agreement ($188,470.00)

(b) City will invoice to School District by March 1, 2026.
School District payment to City by April 14, 2026.
Amount due is 50% of the Agreement ($188,470.00)

SECTION 3. TERMINATION. School District or City may cancel this Agreement by giving the other party not less than thirty (30) days written notice of intent to cancel. However, under emergency or exigent circumstances, either party may cancel this Agreement by giving the other party not less than ten (10) days written notice.

SECTION 4. TERM. The term of this Agreement is from August 25, 2025, through June 14, 2026.

SECTION 5. APPLICABLE LAWS. City and School District will not engage in discriminatory hiring or any other employment practices that conflict with any local, state, or federal laws.

SECTION 6. INSURANCE AND INDEMNIFICATION.

6.1 City must maintain its membership in the Iowa Communities Assurance Pool and add School District as an Additional Member. If City discontinues its membership in ICAP, City must provide proof of a policy of commercial general liability form coverage in the amount of $2,000,000, naming School District as an additional insured on a primary and non-contributory basis.

6.2 School District must provide proof of a policy of commercial general liability form coverage in the amount of $2,000,000, naming City as an additional insured on a primary and non-contributory basis.

6.3 City will indemnify and hold School District, its staff, and students harmless from and against any and all claims, liability, and causes of action arising from or related to City's negligence in the performance of this agreement and the negligence by City officers, agents, or employees.

6.4 School District will indemnify and hold City, its staff, employees, and agents harmless from and against any and all claims, liability, and causes of action arising from or related to School District's negligence in the performance of this Agreement and the negligence by School District's officers, agents, students or employees.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

DUBUQUE COMMUNITY SCHOOL DISTRICT

By: _____
Kathrin Parks
President, Board of Education

Send agreement to: Jeremy Jensen
City of Dubuque Police Department
770 Iowa Street
Dubuque, Iowa 52001

Reference: SRO1

SRO2
SRO3
SRO4
SRO5 (Supervisor)
SRO6

Agreement Copy to: Rebecca Fellenzer
Lisa Demmer

School District Code: 10.9199.2112.420.1119.00597 $376,940.00

This contract was originally reviewed and approved as to form by Douglas M. Henry, attorney for the Dubuque Community School District, and Crenna M. Brumwell, then Assistant City Attorney for the City of Dubuque, with the expectation that subsequent extensions or renewals may be executed by the parties without the need for legal review in the absence of textual change other than adjustment of dates and agreed compensation.

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 14.

ITEM TITLE:	Abstract of Votes - 2025 Primary Election
SUMMARY:	City Clerk transmitting the Abstract of Votes for the October 7, 2025, Primary Election as certified by the Dubuque County Board of Supervisors.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Abstract of Votes - 10.07.25 Primary

ABSTRACT OF VOTES

Dubuque County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers, for Dubuque County, hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2025 DBQ City Primary Election held on the 7th day of October, 2025, as shown by the tally lists returned from the several election precincts.

For the office of DUBUQUE CITY COUNCIL WARD ONE there were One thousand seven hundred fifty-seven (1757) votes cast as follows:

DeLano D. Cain-Watson	Received eighty-five (85) votes
Carmen Hernandez	Received eight hundred twenty-four (824) votes
Tyson Leyendecker	Received eight hundred forty-eight (848) votes

We Therefore declare Carmen Hernandez and Tyson Leyendecker duly elected to go on to the City Regular Election November 4th, 2025.

For the office of MAYOR there were Five thousand one hundred twenty-seven (5127) votes cast as follows:

Deb Borley	Received three hundred eighty-six (386) votes
Brad Cavanagh	Received two thousand eight hundred twenty (2820) votes
Jason Davis	Received one thousand nine hundred twenty-one (1921) votes

We Therefore declare Brad Cavanagh and Jason Davis duly elected to go on to the City Regular Election November 4th, 2025.

In testimony whereof, we have set our hands and caused this to be attested by the clerk of the board of supervisors, with the seal of this county.

Done at Dubuque City, the county seat of this County, this 9th day of October, 2025.

Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest:

County Auditor and Clerk of the Board of Elections

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 15.

ITEM TITLE:	Tobacco Compliance Settlement Agreements
SUMMARY:	City Manager recommending City Council approval of the following Tobacco Compliance Acknowledgment/Settlement Agreements and authorize the mayor to sign the agreements: Fas Mart #5159, 2175 Central Ave; Caseys, 4003 Peru Rd; EZ Stop I, 1101 Rhomberg Ave (two separate violations); BP Fuel, 1450 Loras Blvd; EZ Stop II, 700 Rhomberg Ave. Establishments that choose to participate in the I-PLEDGE Retailer Training program are granted an affirmative defense, which may be exercised once within a four-year period. Kwik Stop has elected to invoke this defense in response to its three violations at the following locations: Kwik Stop, 4039 Pennsylvania Ave; Kwik Stop, 2320 Gateway Dr.; Kwik Stop, 3201 Central Ave.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Tobacco Agreements
4. Kwik Stop Affirmative Defense

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: Tobacco Compliance Settlement Agreements

DATE: October 15, 2025

Chief of Police Jeremy Jensen is recommending City Council approval and Mayor Cavanagh's signature on the attached Tobacco Compliance Acknowledgement/Settlement Agreements for the following:

Retailer	Address	Violation Date
Fas Mart #5159	2175 Central Ave	05/18/2025-1st Violation
Caseys	4003 Peru Rd	06/08/2025-3rd Violation
EZ Stop I	1101 Rhomberg Ave	05/18/2025-3rd Violation
EZ Stop	1101 Rhomberg Ave	06/22/2025-4th Violation
BP Fuel	1450 Loras Blvd	06/22/25-1st Violation
EZ Stop II	700 Rhomberg Ave	5/18/25-2nd Violation

Establishments that choose to participate in the I-PLEDGE Retailer Training program are granted an affirmative defense, which may be exercised once within a four-year period. Kwik Stop has elected to invoke this defense in response for the following three violations:

Retailer	Address	Violation Date
Kwik Stop	4039 Pennsylvania Ave	06/08/2025-1st Violation
Kwik Stop	2320 Gateway Dr.	06/08/2025-1st Violation
Kwik Stop	3201 Central Ave	06/08/2025-1st Violation

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

Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007 • 2012 • 2013

Police Department
Dubuque Law Enforcement Center
770 Iowa Street
P.O. Box 875
Dubuque, IA 52004-0875
Office (563) 589-4410
Fax (563) 589-4497
TTY (563) 583-1711
E-mail: police@cityofdubuque.org
www.cityofdubuque.org

September 25, 2025

To: Michael C Van Milligen
City Manager

Fr: Jeremy Jensen
Chief of Police

Re: Tobacco Compliance Settlement Agreements

INTRODUCTION

This memo will detail the Tobacco Compliance settlement between the City of Dubuque and the following retailers:

Retailer	Address	Violation Date
Fas Mart #5159	2175 Central Ave	05/18/2025-1st Violation
Kwik Stop	4039Pennsylvania Ave	06/08/2025-1st Violation
Kwik Stop	2320 Gateway Dr.	06/08/2025-1st Violation
Kwik Stop	3201 Central Ave	06/08/2025-1st Violation
Caseys	4003 Peru Rd	06/08/2025-3rd Violation
EZ Stop I	1101 Rhomberg Ave	05/18/2025-3rd Violation
EZ Stop I	1101 Rhomberg Ave	06/22/2025-4th Violation
BP Fuel	1450 Loras Blvd	06/22/25-1st Violation
EZ Stop II	700 Rhomberg Ave	5/18/25-2nd Violation

BACKGROUND

The Retailers have a tobacco license for their establishment in the city of Dubuque. The Dubuque Police Department conducted a tobacco compliance check. An employee sold nicotine-based tobacco products, which is governed under Iowa's tobacco laws, to underage youth compliance monitors.

The Retailers have elected to forego a public hearing and will instead submit to statutory penalties prescribed by law. Fas Mart and BP Fuel have agreed to a $300 fine for a first violation and have submitted payment to the Police Department. The three Kwik Stops have used their Affirmative Action with the employees IPledge certifications.

They will not be allowed to use the Affirmative Action now for four years. Caseys has agreed to the $1500 fine and will notify us when they will be suspending their sales for 30 days. They have submitted payment to the Police Department. EZ Stop I with both the 3rd and 4th Violation have agreed to and submitted the fine of $1500 for each violation and started their 30-day suspension on September 7, 2025 and continue with their 60-day suspension. EZ Stop II has agreed to the $1500 fine and submitted payment to the Police Department.

CONCLUSION & RECOMMENDATION

The Police Department have reviewed the agreement and concur with the requirements.

ACTION REQUESTED

City Manager review, City Council approval, and Mayor Cavanagh signature of the attached Acknowledgment/Settlement Agreement.

cc: Crenna Brumwell

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE:	**Fas Mart #5159** **2175 Central Avenue** **Dubuque, IA 52001**	**GPM Midwest, LLC** **8565 Magellan Pkwy, Ste 400** **Richmond, VA 23227**

I, _____, on behalf of Fas Mart #5159, hereby knowingly and voluntarily acknowledge that:

a) Fas Mart #5159 received the notice regarding the above referenced case.

b) Fas Mart #5159 admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.

c) Fas Mart #5159 waives a hearing and submits to the statutory penalties prescribed by law.

d) Fas Mart #5159 understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Robb Giammatteo

Fas Mart #5159 has a tobacco permit for 2175 Central Avenue. Violation of the tobacco permit occurred as follows:

Robb Giammatteo

Violation Date	Violation Type	Violation Number
May 18, 2025	Tobacco Violation	1st Violation

Under the foregoing Iowa Code provisions, Fas Mart #5159 is subject a three hundred dollar ($300.00) fine. In accordance with Iowa Code §805.8C, Fas Mart #5159 accepts the following penalty:

- Three hundred dollar ($300.00) fine.

Fas Mart #5159

	Robb Giammatteo
Signature	Signature
	Robb Giammatteo
Name – Please Print	Name – Please Print
	8/19/2025
Date	Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Fas Mart #5159 to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

_____
Brad Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

Sender's Direct-Dial Telephone Number: 515.446.6196
Fax Number: 515.965.6160
E-mail Address: patty.ewing@caseys.com

September 11, 2025

City of Dubuque – Police Department
770 Iowa Street
Dubuque, IA 52001

RE: Casey's Store #2421
4003 Peru Road
Dubuque, IA 52001

Dear Chief Jensen,

Enclosed is the signed Acknowledgment/Settlement Agreement, as well as Casey's check for payment of the fine in the amount of $1,500. Said amount was assessed as a penalty against the Dubuque, Iowa, store for an alleged sale of tobacco to a minor that reportedly occurred on or about June 8, 2025.

I am working with the store to decide on suspension dates.

Sincerely,

Patty Ewing
Compliance Analyst

Enclosure

cc: Lynn Cargin, Region Director *(via Email)*
Amy Bellew, District Manager *(via Email)*

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 3rd Violation

RE: Casey's
4003 Peru Rd
Dubuque, IA 52001

I, Kyle Paris, on behalf of ~~xxxxxxxxx~~ I, hereby knowingly and voluntarily acknowledge that: Casey's General Stores, Inc.

a) Casey's received the notice regarding the above referenced case.

b) Casey's I admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.

c) Casey's I waives a hearing and submits to the statutory penalties prescribed by law.

d) Casey's I understands that this violation will count as an official "Second Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Casey's has a tobacco permit for 4003 Peru Rd. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
~~April 28, 2022~~ 05/25/23	Tobacco Violation	1st Violation
~~June 22, 2023~~ 02/09/24	Tobacco Violation	2nd Violation
June 08, 2025	Tobacco Violation	3rd Violation

Under the foregoing Iowa Code provisions, Casey's is subject to the following:

1) A one thousand five hundred dollar ($1,500) fine

AND

2) A thirty (30) day suspension of the tobacco permit.

Please review the [illegible] suspension guidelines and then contact my office at (563) 589-4410 by [illegible] to arrange for payment of the fine and scheduling of the suspension.

Please be advised that further violations of City of Dubuque Code of Ordinances Section 7-5A-15 will result in the following:

- 4th Violation within three (3) years: $1,500 fine and sixty (60) day suspension
- 5th Violation within four (4) years: Revocation of Permit

If you, or the attorney representing you, have any questions regarding this notice, please feel free to contact my office. Thank you for your anticipated cooperation.

Casey's General Stores, Inc.

~~EZ Stop~~ xx

DocuSigned by:
Kyle Paris
12A85908C593434...
Signature

Signature

Kyle Paris, Director, Enterprise Risk & Compliance
Name – Please Print

Name – Please Print

9/10/2025
Date

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by ~~EZ Stop~~ xx to the City of Dubuque – Police Department.

Casey's General Stores, Inc.

PASSED AND APPROVED this ____ day of _____, 20___.

Brad Cavanagh, Mayor

Attest:

Adrian

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance - 4th Violation

RE: EZ Stop I
1101 Rhomberg Avenue
Dubuque, IA 52001

I, Nicole Kabongo, on behalf of EZ Stop I, hereby knowingly and voluntarily acknowledge that:

a) EZ Stop I received the notice regarding the above referenced case.

b) EZ Stop I admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.

c) EZ Stop I waives a hearing and submits to the statutory penalties prescribed by law.

d) EZ Stop I understands that this violation will count as an official "Fourth Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

EZ Stop I has a tobacco permit for 1101 Rhomberg Avenue. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
April 28, 2023	Tobacco Violation	1st Violation
June 22, 2023	Tobacco Violation	2nd Violation
May 18, 2025	Tobacco Violation	3rd Violation
June 22, 2025	Tobacco Violation	4th Violation

Under the foregoing Iowa Code provisions, EZ Stop I is subject to the following:

1) A one thousand five hundred dollar ($1,500) fine

AND

2) A sixty (60) day suspension of the tobacco permit.

Please review the enclosed suspension guidelines and then contact my office at (563) 589-4410 by September 30, 2025 to arrange for payment of the fine and scheduling of the suspension.

Please be advised that further violations of City of Dubuque Code of Ordinances Section 7-5A-15 will result in the following:

- 5th Violation within four (4) years: Revocation of Permit

If you, or the attorney representing you, have any questions regarding this notice, please feel free to contact my office. Thank you for your anticipated cooperation.

EZ Stop I

Signature

Nicole Kabongo

Name – Please Print

9-15-25

Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by EZ Stop I to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 3rd Violation

RE: EZ Stop I
1101 Rhomberg Avenue
Dubuque, IA 52001

I, Nkole Kabango, on behalf of EZ Stop I, hereby knowingly and voluntarily acknowledge that:

a) EZ Stop I received the notice regarding the above referenced case.

b) EZ Stop I admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.

c) EZ Stop I waives a hearing and submits to the statutory penalties prescribed by law.

d) EZ Stop I understands that this violation will count as an official "Second Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

EZ Stop I has a tobacco permit for 1101 Rhomberg Avenue. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
April 28, 2023	Tobacco Violation	1st Violation
June 22, 2023	Tobacco Violation	2nd Violation
May 18, 2025	Tobacco Violation	3rd Violation

Under the foregoing Iowa Code provisions, EZ Stop I is subject to the following:

1) A one thousand five hundred dollar ($1,500) fine

AND

2) A thirty (30) day suspension of the tobacco permit.

Please review the enclosed suspension guidelines and then contact my office at (563) 589-4410 by August 30, 2025 to arrange for payment of the fine and scheduling of the suspension.

Please be advised that further violations of City of Dubuque Code of Ordinances Section 7-5A-15 will result in the following:

- 4th Violation within three (3) years: $1,500 fine and sixty (60) day suspension
- 5th Violation within four (4) years: Revocation of Permit

If you, or the attorney representing you, have any questions regarding this notice, please feel free to contact my office. Thank you for your anticipated cooperation.

EZ Stop I

For Nkole Kabongo
Signature

Signature

Nkole Kabongo
Name – Please Print

Name – Please Print

Sep 4, 2025
Date

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by EZ Stop I to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: BP Fuel
1450 Loras Blvd.
Dubuque, IA 52001

I, IQBAL SINGH, on behalf of BP Fuel, hereby knowingly and voluntarily acknowledge that:

a) BP Fuel received the notice regarding the above referenced case.

b) BP Fuel admits that the facts and allegations are true and correct.

c) BP Fuel waives a hearing and submits to the statutory penalties prescribed by law.

d) BP Fuel understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

BP Fuel has a tobacco permit for 1450 Loras Blvd. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
June 22, 2025	Tobacco Violation	1st Violation

Under the foregoing Iowa Code provisions, BP Fuel is subject a three hundred dollar ($300.00) fine. In accordance with Iowa Code §805.8C, BP Fuel accepts the following penalty:

- Three hundred dollar ($300.00) fine.

BP Fuel

Iqbal Singh
Signature

IQBAL SINGH
Name – Please Print

9/14/25
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by BP Fuel to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 2nd Violation

RE: EZ Stop II
700 Rhomberg Avenue
Dubuque, IA 52001

I, Nicole Kabongo, on behalf of EZ Stop II, hereby knowingly and voluntarily acknowledge that:

a) EZ Stop II received the notice regarding the above-referenced case.

b) EZ Stop II admits that the facts and allegations are true and correct.

c) EZ Stop II waives a hearing and submits to the statutory penalties prescribed by law.

d) EZ Stop II understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

EZ Stop II has a tobacco permit for 700 Rhomberg Avenue. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
February 9, 2024	Tobacco Violation	1st Violation
May 18, 2025	Tobacco Violation	2nd Violation

Under the foregoing Iowa Code provisions, EZ Stop II is subject to the following:In accordance with Iowa Code §805.8C, EZ Stop II accepts the following penalty:

1) Fifteen Hundred dollars ($1500.00) fine

OR

2) A thirty (30) day suspension of the tobacco permit

In accordance with Iowa Code §805.8C, EZ Stop II accepts the following penalty:

- One thousand five hundred dollars ($1,500) fine
- Thirty (30) day tobacco permit suspension

EZ Stop II

Signature

Nkole Kabongo

Name – Please Print

8-26-25

Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by EZ Stop II to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

PO BOX 768, Dubuque IA 52004-0768 • (563) 582 - 7291 • GoKwikStop.com

August 29, 2025

Dear Members of the City Council,

I am writing to formally request approval to apply an affirmative defense in response to three violations issued against Kwik Stop on June 8, 2025. Each of these violations occurred at different stores operating under separate tobacco licenses.

We respectfully assert that the violations occurred at the locations listed below and the employees had valid I-PLEDGE certifications at the time of citation.

- **Kwik Stop 4039 Pennsylvania Ave., Natalie Morel** (I-PLEDGE certification expires 11/14/26)
- **Kwik Stop 2320 Gateway Dr., Dustin Soots** (I-PLEDGE certification expires 5/23/26)
- **Kwik Stop 3201 Central Ave., Timothy Herber** (I-PLEDGE certification expires 12/21/26)

It is our policy to terminate employment of anyone that sells age-restricted items to a minor. We have also taken proactive steps to address the issue, including adding additional mandatory training, and requiring customers provide a scannable ID for all age-restricted sales on our registers. Our intention has always been to remain in full compliance with regulations and to uphold the standards expected of responsible members of the community.

We kindly ask the Council to consider our request under the affirmative defense framework. Thank you for your time and consideration.

Sincerely,

Melissa Lolwing
Operations Excellence

KWIK STOP LOCATIONS IN YOUR NEIGHBORHOOD
4039 PENNSYLVANIA AVE • 2335 UNIVERSITY AVE • 2320 GATEWAY DR • 2150 TWIN VALLEY DR • 3201 CENTRAL AVE
1210 E 16TH ST • 1215 E 16TH ST • 2255 KERPER BLVD • 3340 JFK RD • 185 PEOSTA ST IN PEOSTA • 504 3RD ST IN DELHI

Melissa Lolling

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE:	**Kwik Stop** **2320 Gateway Dr.** **Dubuque, IA 52001**	**Riverdam Properties, LLC** **PO Box 768** **Dubuque, IA 52004-0768**

I, _____, on behalf of Kwik Stop Gateway Dr., hereby knowingly and voluntarily acknowledge that:

a) Kwik Stop received the notice regarding the above referenced case.

b) Kwik Stop admits that the facts and allegations are true and correct.

c) Kwik Stop waives a hearing and submits to the statutory penalties prescribed by law.

d) Kwik Stop understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Kwik Stop has a tobacco permit for 2320 Gateway Dr. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
06/08/2025	Tobacco Violation	1st Violation

Under the foregoing Iowa Code provisions, Kwik Stop is subject a three hundred dollar ($300.00) fine. In accordance with Iowa Code §805.8C, Kwik Stop Gateway accepts the following penalty:

- Three hundred dollar ($300.00) fine.

Kwik Stop Gateway

_____	_____
Signature	Signature
_____	_____
Name – Please Print	Name – Please Print
_____	_____
Date	Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, In lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Kwik Stop to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

PLEDGE

Certificate of Completion

Awarded to:

Dustin Davis Ira Soots

For completion of:

Iowa Pledge Retailer Training Program

Date of completion: May 23, 2024

Expires on: May 23, 2026

Certificate No: 196477

Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.

State of Iowa
Alcoholic Beverages Division
1918 SE Hulsizer Road,
Ankeny, IA 50021

Stephen Larson
Administrator

Melissa Lolling

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE:	**Kwik Stop** **3201 Central Ave** **Dubuque, IA 52001**	**Riverdam Properties, LLC** **PO Box 768** **Dubuque, IA 52004-0768**

I, _____, on behalf of Kwik Stop Central Ave, hereby knowingly and voluntarily acknowledge that:

a) Kwik Stop received the notice regarding the above referenced case.

b) Kwik Stop admits that the facts and allegations are true and correct.

c) Kwik Stop waives a hearing and submits to the statutory penalties prescribed by law.

d) Kwik Stop understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Kwik Stop has a tobacco permit for 3201 Central Ave. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
06/08/2025	Tobacco Violation	1st Violation

Under the foregoing Iowa Code provisions, Kwik Stop is subject a three hundred dollar ($300.00) fine. In accordance with Iowa Code §805.8C, Kwik Stop #72 accepts the following penalty:

- Three hundred dollar ($300.00) fine.

Kwik Stop Central Ave

_____ Signature	_____ Signature
_____ Name – Please Print	_____ Name – Please Print
_____ Date	_____ Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Kwik Stop #72 to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

PLEDGE

Certificate of Completion

Awarded to:

Timothy J Herber Sr

For completion of:

Iowa Pledge Retailer Training Program

Date of completion: Dec 21, 2024

Expires on: Dec 21, 2026

Certificate No: 202711

Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.

State of Iowa
Alcoholic Beverages Division
1918 SE Hulsizer Road,
Ankeny, IA 50021

Stephen Larson
Administrator

Melissa Soleen

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE:	**Kwik Stop** **4039 Pennsylvania Dr.** **Dubuque, IA 52002**	**Riverdam Properties, LLC** **PO Box 768** **Dubuque, IA 52004-0768**

I, _____, on behalf of Kwik Stop Pennsylvania, hereby knowingly and voluntarily acknowledge that:

a) Kwik Stop received the notice regarding the above referenced case.

b) Kwik Stop admits that the facts and allegations are true and correct.

c) Kwik Stop waives a hearing and submits to the statutory penalties prescribed by law.

d) Kwik Stop understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Kwik Stop has a tobacco permit for 4039 Pennsylvania Ave. Violation of the tobacco permit occurred as follows:

Violation Date	Violation Type	Violation Number
06/08/2025	Tobacco Violation	1st Violation

Under the foregoing Iowa Code provisions, Kwik Stop is subject a three hundred dollar ($300.00) fine. In accordance with Iowa Code §805.8C, Kwik Stop accepts the following penalty:

- Three hundred dollar ($300.00) fine.

Kwik Stop Pennsylvania Ave.

_____	_____
Signature	Signature
_____	_____
Name – Please Print	Name – Please Print
_____	_____
Date	Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Kwik Stop #72 to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

PLEDGE

Certificate of Completion

Awarded to:

Natalie Ann Morel

For completion of:

Iowa Pledge Retailer Training Program

Date of completion: Nov 14, 2024

Expires on: Nov 14, 2026

Certificate No: 201819

Thank you for participating in the Iowa Pledge Retailer Training Program and for partnering with the Iowa Alcoholic Beverages Division to not sell tobacco products to Iowa's kids.

State of Iowa
Alcoholic Beverages Division
1918 SE Hulsizer Road,
Ankeny, IA 50021

Stephen Larson
Administrator

Copyrighted
October 20, 2025

City of Dubuque
City Council

CONSENT ITEMS # 16.

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 - Updated 10.17.25
2. Oct 20, 2025 Agenda
3. Staff Memo - Updated 10.17.25
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

- Aldis #81, 2596 Dodge St.
- Aldi's #80, 2160 Holliday Dr.
- Baraboo's on Main, 345 Main St.
- Barrel House Dubuque, 299 Main St.
- Blend Business Dining,700 Locust St.
- Canfield Hotel, 36 West 4th St.
- Dimensional Brewing Company, 67 Main St.
- Europa Haus & Bierstube,1301 Rhomberg
- Fast Freddy's, 3130 Jackson St.
- Happy Joe's Pizza, 855 Century Dr.
- HuHot Mongolian Grill, 555 JFK Rd.
- I'm On Arena,1800 Admiral Sheehy Dr.
- Jumper's, 2600 Dodge St.
- Knickers Saloon, 2186 Central Ave.
- Kwik Stop #300, 1215 East 16th St.
- Kwik Stop #858, 3340 JFK Rd.
- Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200
- Loras College Athletic Center, 1600 Loras College Parkway
- Wicked Dame, 214 W. 1st St.
- Yen Ching, 926 Main St.
- Dusty Doghouse, 1646 Asbury Rd.

New Applications

- El Dorado II-3333 Asbury Rd. Suite A
- ReveLuna-197 Main St.
- Captured on Canvas-555 John F. Kennedy Rd. Unit 646

Special Event(s) per Special Event Application Submittal Provisional Issuances

- Dubuque Jaycees - Tour de Give 10-17-25 to 10-21-25-Public Alley between 890 Iowa Street and 897 Central Avenue/Pocket Park
- Clarke University of Dubuque 10-18-25-Adding lawn area in front of RC and Celeste Wahlert Atrium

New Applications Provisional Issuances

- Guru Kirpa-2100 John F Kennedy Rd.
- Dubuque Museum of Art-Permanently moved from 350 East Third St. to 1000 Jackson St.

DATE: October 15, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: Aldis #81, 2596 Dodge St., Aldi's #80, 2160 Holliday Dr., Baraboo's on Main, 345 Main St., Barrel House Dubuque, 299 Main St., Blend Business Dining,700 Locust St., Canfield Hotel, 36 West 4th St., Dimensional Brewing Company, 67 Main St., Europa Haus & Bierstube,1301 Rhomberg, Fast Freddy's, 3130 Jackson St., Happy Joe's Pizza, 855 Century Dr., HuHot Mongolian Grill, 555 JFK Rd., I'm On Arena,1800 Admiral Sheehy Dr., Jumper's, 2600 Dodge St., Knickers Saloon, 2186 Central Ave., Kwik Stop #300, 1215 East 16th St., Kwik Stop #858, 3340 JFK Road., Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200., Loras College Athletic Center, 1600 Loras College Parkway., Wicked Dame, 214 W. 1st St., Yen Ching, 926 Main St., Dusty Doghouse, 1646 Asbury Rd.

City Clerk Adrienne Breitfelder is recommending City Council approval for New Applications: El Dorado II-3333 Asbury Rd. Suite A; ReveLuna-197 Main St.; Captured on Canvas-555 John F. Kennedy Rd. Unit 646.; Special Event(s) per Special Event Application Submittal Provisional Issuances: Dubuque Jaycees - Tour de Give 10-15-25 to 10-19-25-Public Alley between 890 Iowa Street and 897 Central Avenue/Pocket Park; Clarke University of Dubuque 10-18-25-Adding lawn area in front of RC and Celeste Wahlert Atrium; New Applications Provisional Issuances: Guru Kirpa-2100 John F Kennedy Rd.; Dubuque Museum of Art-Permanently moved from 350 East Third St. to 1000 Jackson St.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

MEMORANDUM

DATE: October 02, 2025

TO: Michael C. Van Milligan
City Manager

FR: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Aldis #81, 2596 Dodge St.
- Aldi's #80, 2160 Holliday Dr.
- Baraboo's on Main, 345 Main St.
- Barrel House Dubuque, 299 Main St.
- Blend Business Dining,700 Locust St.
- Canfield Hotel, 36 West 4th St.
- Dimensional Brewing Company, 67 Main St.
- Europa Haus & Bierstube,1301 Rhomberg
- Fast Freddy's, 3130 Jackson St.
- Happy Joe's Pizza, 855 Century Dr.
- HuHot Mongolian Grill, 555 JFK Rd.
- I'm On Arena,1800 Admiral Sheehy Dr.
- Jumper's, 2600 Dodge St.
- Knickers Saloon, 2186 Central Ave.
- Kwik Stop #300, 1215 East 16th St.
- Kwik Stop #858, 3340 JFK Rd.
- Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200
- Loras College Athletic Center, 1600 Loras College Parkway
- Wicked Dame, 214 W. 1st St.
- Yen Ching, 926 Main St.
- Dusty Doghouse, 1646 Asbury Rd.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to

incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

Aldis #81 2596 Dodge St.

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.

Aldi's #80, 2160 Holliday Dr.

Since the last renewal date there have been 2 calls for service to the establishment. There were 0 disturbance, 2 crime against persons, 0 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***
2025-005431	Theft	Report Taken
2024-006953	Theft	Report Taken

Baraboo's on Main, 345 Main St.

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Barrel House Dubuque, 299 Main St.

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.

Blend Business Dining, 700 Locust St.

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.

Canfield Hotel, 36 West 4th St.

Since the last renewal date there have been 2 calls for service to the establishment. There were 1 disturbance, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 2 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2024-007885	Public Intox	Arrest
2024-008543	Disorderly	Arrest

Dimensional Brewing Company, 67 Main St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Europa Haus & Bierstube,1301 Rhomberg

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.

Fast Freddy's, 3130 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.

Happy Joe's Pizza, 855 Century Dr.

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.

HuHot Mongolian Grill, 555 JFK Rd.

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.

I'm On Arena 1800 Admiral Sheehy Dr.

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.

Jumper's, 2600 Dodge 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.

Knickers Saloon, 2186 Central Ave.

Since the last renewal date there have been 2 calls for service to the establishment. There were 2 disturbances, 0 crime against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 2 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2025-001434	Disorderly	Arrest
2025-002504	Disorderly	Arrest

Kwik Stop #300, 1215 East 16th 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.

Kwik Stop #858, 3340 JFK Rd.

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.

Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200

Since the last renewal date there have been 2 calls for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 2 public morals call. Additionally, there were 2 individual violation and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
2024-007529	Public Intox	Arrest
2024-008018	Public Intox	Arrest

Loras College Athletic Center, 1600 Loras College Parkway

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.

Wicked Dame 214 W. 1st 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.

Yen Ching, 926 Main 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.

Dusty Doghouse, 1646 Asbury Rd.

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-002560	OWI	Arrest

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Aldis #81, 2596 Dodge St., Aldi's #80, 2160 Holliday Dr., Baraboo's on Main, 345 Main St., Barrel House Dubuque, 299 Main St., Blend Business Dining,700 Locust St., Canfield Hotel, 36 West 4th St., Dimensional Brewing Company, 67 Main St., Europa Haus & Bierstube,1301 Rhomberg, Fast Freddy's, 3130 Jackson St. Happy Joe's Pizza, 855 Century Dr., HuHot Mongolian Grill, 555 JFK Rd., I'm On Arena,1800 Admiral Sheehy Dr., Jumper's, 2600 Dodge St., Knickers Saloon, 2186 Central Ave., Kwik Stop #300, 1215 East 16th St., Kwik Stop #858, 3340 JFK Rd., Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200., Loras College Athletic Center, 1600 Loras College Parkway, Wicked Dame, 214 W. 1st St., Yen Ching, 926 Main St., Dusty Doghouse, 1646 Asbury Rd.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license: : Aldis #81, 2596 Dodge St., Aldi's #80, 2160 Holliday Dr., Baraboo's on Main, 345 Main St., Barrel House Dubuque, 299 Main St., Blend Business Dining,700 Locust St., Canfield Hotel, 36 West 4th St., Dimensional Brewing Company, 67 Main St., Europa Haus & Bierstube,1301 Rhomberg, Fast Freddy's, 3130 Jackson St., Happy Joe's Pizza, 855 Century Dr., HuHot Mongolian Grill, 555 JFK Rd., I'm On Arena,1800 Admiral Sheehy Dr., Jumper's, 2600 Dodge St., Knickers Saloon, 2186 Central Ave., Kwik Stop #300, 1215 East 16th St., Kwik Stop #858, 3340 JFK Road., Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200., Loras College Athletic Center, 1600 Loras College Parkway., Wicked Dame, 214 W. 1st St., Yen Ching, 926 Main St., Dusty Doghouse, 1646 Asbury Rd.

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: October 9, 2025

SUBJECT: Retail Alcohol License Approvals for the following:

New Applications

- El Dorado II-3333 Asbury Rd. Suite A
- ReveLuna-197 Main St.
- Captured on Canvas-555 John F. Kennedy Rd. Unit 646

Special Event(s) per Special Event Application Submittal Provisional Issuances

- Dubuque Jaycees - Tour de Give 10-17-25 to 10-21-25-Public Alley between 890 Iowa Street and 897 Central Avenue/Pocket Park
- Clarke University of Dubuque 10-18-25-Adding lawn area in front of RC and Celeste Wahlert Atrium

New Applications Provisional Issuances

- Guru Kirpa-2100 John F Kennedy Rd.
- Dubuque Museum of Art-Permanently moved from 350 East Third St. to 1000 Jackson St.

INTRODUCTION

The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION
The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval for new and renewal applications before a regularly scheduled City Council meeting, provided the applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION
I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

Whereas ,the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
El Dorado II	3333 Asbury Rd. Suite A
ReveLuna	197 Main St.
Captured on Canvas	555 John F. Kennedy Rd. Unit 646
Renewals	
Aldi 81 Dubuque	2596 Dodge St.
Aldi 80	2160 Holliday Dr.
Baraboo's On Main	345 Main St.
Barrel House Dubuque	299 Main St.
Blend Business Dining	700 Locust St.
Canfield Hotel	36 West 4th St.
Dimensional Brewing Co.	67 Main St.
Dusty's Doghouse Lounge	1646 Asbury Rd.
Europa Haus Restaurant & Bierstube	1301 Rhomberg Ave.
Fast Freddy's	3130 Jackson St.
Happy Joes Pizza	855 Century Dr.
Huhot Mongolian Grill	555 J.F. Kennedy Rd., 685
I'm On Arena	1800 Admiral Sheehy Dr.
Jumpers Sports Bar & Grill	2600 Dodge St., Suite C

Knickers Saloon	2186 Central Ave.
Kwik Stop 300	1215 East 16th St.
Kwik Stop 858	3340 John F Kennedy Rd.
Lina's Lounge	2055 Holliday Dr., 580
Loras College - Athletic and Wellness Center	1600 Loras College Parkway
Wicked Dame	214 West 1st St.
Yen Ching Restaurant	926 Main St.
Special Event(s) per Special Event Application Submittal Provisional Issuances	
Dubuque Jaycees - Tour de Give 10-17-25 to 10-21-25	Public Alley between 890 Iowa Street and 897 Central Avenue/Pocket Park
Clarke University of Dubuque 10-18-25	Adding lawn area in front of RC and Celeste Wahlert Atrium
New Applications Provisional Issuances	
Guru Kirpa	2100 John F Kennedy Rd.
Dubuque Museum of Art	Permanently moved from 350 East Third St. to 1000 Jackson St.

Passed, approved, and adopted this 20th day of October 2025.

_____

Brad M. Cavanagh, Mayor

Attest:

_____

Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC. **RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment And Assumption Agreement Of The Downtown Rehabilitation Loan Agreement By And Between The City Of Dubuque, Iowa And Franklin Investments, LLC To Franklin Apartments, LLC For Property At 39 Bluff Street
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 3, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Assignment and Assumption Agreement
4. Notice of Hearing
5. 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: Resolution Setting a Public Hearing on a Proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

The City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a $300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Loan). The terms of the Loan were 3% interest amortized over 20 years with interest only payments for the first five years and $2,000 forgiven against the Loan balance for each apartment created for a total forgiveness of $42,000 ($2,000 x 21 units). As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804.

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC intends to sell the property at 39 Bluff to Franklin Apartments, LLC. As part the real estate purchase, Franklin Investments, LLC has agreed to the Loan to Franklin Apartments, LLC and Franklin Apartments, LLC has agreed to assume the loan under the existing terms. The Loan requires consent of the City Council of the City of Dubuque for any assignment from Franklin Investments, LLC.

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

Michael C. Van Milligen

MCVM:sv

Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

DATE: October 14, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

BACKGROUND

The City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a $300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Loan). The terms of the Loan were 3% interest amortized over 20 years with interest only payments for the first five years and $2,000 forgiven against the Loan balance for each apartment created for a total forgiveness of $42,000 ($2,000 x 21 units). As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804.

DISCUSSION

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC intends to sell the property at 39 Bluff to Franklin Apartments, LLC. As part the real estate purchase, Franklin Investments, LLC has agreed to the Loan to Franklin Apartments, LLC and Franklin Apartments, LLC has agreed to assume the loan

under the existing terms. The Loan requires consent of the City Council of the City of Dubuque for any assignment from Franklin Investments, LLC.

BUDGET IMPACT

There is no budget impact for City consent of the Assignment and Assumption Agreement. Since the loan has already been issued, Franklin Apartments, LLC will take over responsibility for the Loan.

RECOMMENDATION

I recommend the City Council adopt the attached Resolution setting an November 3, 2025 public hearing on the proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Agreement"), effective as of November ___, 2025 (the "Effective Date"), is by and between Franklin Investments, LLC ("Seller") and Franklin Apartments, LLC, an Iowa limited liability company ("Purchaser").

WITNESSETH:

Seller and Purchaser have entered into a certain Purchase Agreement dated effective as of October 1, 2025 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Purchaser has agreed to assume all of Seller's duties and obligations under, the City Loan Documents (as defined below); and

Seller entered into a Downtown Rehabilitation Loan Agreement with the City of Dubuque, Iowa ("City") dated December 21, 2020, in the original principal amount of $300,000.00 (the "Downtown Rehabilitation Loan Agreement");

As security for Seller's obligations under the Downtown Rehabilitation Loan Agreement, Seller granted to City a Mortgage recorded in the records of the Dubuque County Recorder on March 29, 2021 as Instrument No. 2021-00004804 (the "City Mortgage");

The Downtown Rehabilitation Loan Agreement and the City Mortgage shall collectively constitute the City Loan Documents;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of City Loan Documents. Purchaser hereby assigns to Purchaser all of Seller's right, title and interest in the City Loan Documents and Purchaser does hereby assume all of Seller's rights and obligations under the City Loan Documents. Purchaser agrees to fully satisfy the obligations of Seller under the City Loan Documents in accordance with their terms. Purchaser shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses and attorneys' fees incurred by Seller by reason of the failure of Purchaser to fulfill, perform, discharge and observe the liabilities under the City Loan Documents, except that Purchaser shall have no liability for obligations accruing and payable under the City Loan Documents prior to the Effective Date. Seller shall defend, indemnify and hold harmless Purchaser from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Purchaser by reason of the failure of Seller to fulfill, perform discharge and observe any such liability prior to the Effective Date.

2. Further Documents and Instruments. From time to time, as and when requested by Seller, Purchaser shall execute and deliver such documents and instruments and shall take such further actions requested to more effectively assume the City Loan Documents or to otherwise give effect to this Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of Page Intentionally Left Blank, Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

SELLER:
Franklin Investments, LLC

By: Gary Carner
Title: President

PURCHASER:
Franklin Apartmetns, LLC

By: Jeff Manders
Title: President

City of Dubuque, Iowa
Consenting to Assignment and Assumption

By: _____
Its _____

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 3rd day of November, 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 approve an Assignment and Assumption Agreement of the Downtown Rehabilitation Loan Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, for the property located at 39 Bluff Street.

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 20th day of October 2025.

Adrienne N. Breitfelder, CMC, City Clerk

Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT AND ASSUMPTION AGREEMENT OF THE DOWNTOWN REHABILITATION LOAN AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC FOR PROPERTY AT 39 BLUFF STREET

Whereas, the City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020; and

Whereas, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804; and

Whereas, Franklin Investments, LLC and Franklin Apartments, LLC have entered into a certain Purchase Agreement dated October 1, 2025, pursuant to which, Franklin Investments, LLC has agreed to assign all of its rights, title, and interests in, and Franklin Apartmetns, LLC has agreed to assume all of Franklin Investments, LLC's duties and obligations under the Downtown Rehabilitation Loan Agreement and Instrument No. 2021-00004804; and

Whereas, the City Council of the City of Dubuque finds that consent to the Assignment and Assumtion Agreement is in the best interests of the City of Dubuque; and

Whereas, before said consent may be given, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the City's intent to consent and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Assignment and Assumtion Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC, to be held on the 3rd day of November, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment and Assumtion Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved, and adopted this 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Resolution Setting a Public Hearing on a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025, on a proposed Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank. **RESOLUTION** Setting A Public Hearing For A Subordination Agreement By And Among The City Of Dubuque, Iowa, Franklin Apartments, LLC, And Premier Bank For Interest In City Property Located At 39 Bluff Street
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 3, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Subordination Agreement
4. Notice of Hearing
5. 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: Resolution Setting a Public Hearing on a Proposed Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025, on a proposed Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank.

The City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a $300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Loan). As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804 (the City Mortgage).

Franklin Apartments, LLC intends to purchase the property at 39 Bluff Street. Premier Bank is financing the real estate purchase and requires a first secured position of repayment. Since the City Mortgage was recorded in 2021, the City currently has the first secured position. Historically, the City has consented to subordinating its secured position behind a primary lender. The primary lender will have a higher loan amount and therefore, more risk associated with its loan. The appraised value of the property to be purchased is $2,789,000. This appraised value is above the City Mortgage and the Premier Bank loan amount.

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

Michael C. Van Milligen

MCVM:sv

Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank

DATE: October 14, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Subordination Agreement by and between the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank.

BACKGROUND

The City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020, for a $300,000 loan related to the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Loan). As collateral for the Loan, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021 as Instrument No. 2021-00004804 (the City Mortgage).

DISCUSSION

Franklin Apartments, LLC intends to purchase the property at 39 Bluff Street. Premier Bank is financing the real estate purchase and requires a first secured position of repayment. Since the City Mortgage was recorded in 2021, the City currently has the first secured position. Historically, the City has consented to subordinating its secured position behind a primary lender. The primary lender will have a higher loan amount and therefore, more risk associated with its loan. The appraised value of the property to be purchased is $2,789,000. This appraised value is above the City Mortgage and the Premier Bank loan amount.

RECOMMENDATION

I recommend the City Council adopt the attached Resolution setting a November 3, 2025 public hearing on the proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

Document prepared by: Staci Duerr for Premier Bank, P.O. Box 420, Dubuque, IA 52004-0420, (563) 588-1000
Return To: Premier Bank, P.O Box 420, Dubuque, IA 52004-0420

SUBORDINATION AGREEMENT

On this _____ day of November 2025, it is agreed by the City of Dubuque that its mortgage dated the 26th day of March, 2021 and filed March 29, 2021, executed by Franklin Investments, LLC to the City of Dubuque as Instrument No. 2021-00004804 in the records of Dubuque County, Iowa, further assumed by Franklin Apartments, LLC, that said mortgage is hereby subordinated to a mortgage between Premier Bank and Franklin Apartments, LLC dated November 4, 2025 and filed on November ____, 2025 as Instrument No. _____ of the records of Dubuque County, Iowa. Jeffery R. Manders, Member, of Franklin Apartments, LLC acknowledges the execution of this document.

City of Dubuque

By: _____
Brad Cavanagh, Mayor

STATE OF IOWA)
) SS:
DUBUQUE COUNTY)

On this _____ day of November A.D., 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh to me personally known, who being by me duly sworn, did say that they are the Mayor of the City of Dubuque, that no seal has been procured by said entity, that said instrument was signed on behalf of said entity, by authority of the Dubuque City Council, and the said Brad Cavanagh as Mayor acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and each of them voluntarily executed.

_____
Notary Public in and for the State of Iowa

Franklin Apartments, LLC

By: _____
Jeffery R. Manders, Member

STATE OF IOWA)
) SS:
DUBUQUE COUNTY)

On this _____ day of November A.D., 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffery R. Manders to me personally known, who being by me duly sworn, did say that they are the Member of Franklin Apartments, LLC, that no seal has been procured by said entity, that said instrument was signed on behalf of said entity, by authority of Franklin Apartments, LLC, and the said Jeffery R. Manders as Member acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and each of them voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 3rd day of November, 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 approve a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank for interest in property located at 39 Bluff Street.

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 20th day of October 2025.

Adrienne N. Breitfelder, CMC, City Clerk

Prepared by Ian 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

SETTING A PUBLIC HEARING FOR A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FRANKLIN APARTMENTS, LLC, AND PREMIER BANK FOR INTEREST IN CITY PROPERTY LOCATED AT 39 BLUFF STREET

WHEREAS, the City of Dubuque, Iowa, (City) and Franklin Investments, LLC previously entered into a Development Agreement dated April 4, 2011 and a Downtown Rehabilitation Loan Agreement dated December 21, 2020 (the Agreements) for the rehabilitation of 39 Bluff Street (the Project) legally described as follows:

Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600in the City of Dubuque

(the Property); and

WHEREAS, the Agreements include the award of a $300,000 Downtown Rehabilitation Loan (the Loan) for the purpose of stimulating reinvestment in the Greater Downtown Urban Renewal District; and

WHEREAS, the Project meets the requirements of the Loan; and

WHEREAS, as security for the Loan, Franklin Investments, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

WHEREAS, Franklin Investments, LLC intends to assign its right to take title to the Property to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement and Assignment and Assumption Agreement related to the Loan; and

WHEREAS, Franklin Apartments, LLC in the Assignment of Development Agreement and Assignment and Assumption Agreement agrees to be bound by all of the terms and conditions of the Development Agreement and the Loan; and

WHEREAS, Premier Bank is financing the purchase of the Property for Franklin Apartments, LLC which includes a mortgage (the Premier Bank Mortgage) and requires that the City Mortgage be subordinate to the Premier Bank Mortgage pursuant to a Subordination Agreement; and

WHEREAS, the City Council has tentatively determined that approval of the Subordination Agreement is in the public interest of the City of Dubuque; and

WHEREAS, before said Subordination Agreement may be approved, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to subordinate a mortgage securing interest in real estate, to be held on the 3rd day of November, 2025, at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of subordinating a mortgage securing interest in real estate.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the subordination of a mortgage securing interest in real estate.

Section 4. That the notice of the proposed action to subordinate shall be in substantially the form attached hereto.

Passed, approved and adopted this 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC. **RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement By And Between The City Of Dubuque And Franklin Investments, LLC To Franklin Apartments, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 3, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Assignment of Development Agreement
4. Notice of Hearing
5. 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: Resolution Setting a Public Hearing on a Proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

The City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Development Agreement dated April 4, 2011 for the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Agreement). The Agreement included a Downtown Rehabilitation Grant, a Downtown Housing Creation Grant, a Downtown Rehabilitation Loan, and a 15-year tax increment financing incentive. The Agreement is still in effect and terminates on June 1, 2028.

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC intends to sell the property at 39 Bluff to Franklin Apartments, LLC. As part the real estate purchase, Franklin Investments, LLC will assign the terms and conditions of the Development Agreement to Franklin Apartments, LLC, which agrees to be bound by said terms and conditions. The assignment of the Development Agreement requires the consent of the City Council of the City of Dubuque.

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

Michael C. Van Milligen

MCVM:sv
Attachment

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

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC

DATE: October 14, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for November 3, 2025 on a proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

BACKGROUND

The City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Development Agreement dated April 4, 2011 for the redevelopment of 39 Bluff Street including the creation of 21 new residential rental units (the Agreement). The Agreement included a Downtown Rehabilitation Grant, a Downtown Housing Creation Grant, a Downtown Rehabilitation Loan, and a 15-year tax increment financing incentive. The Agreement is still in effect and terminates on June 1, 2028.

DISCUSSION

The initial rehabilitation and housing creation project at 39 Bluff Street is now complete. Franklin Investments, LLC intends to sell the property at 39 Bluff to Franklin Apartments, LLC. As part the real estate purchase, Franklin Investments, LLC will assign the terms and conditions of the Development Agreement to Franklin Apartments, LLC, which agrees to be bound by said terms and conditions. The assignment of the Development Agreement requires the consent of the City Council of the City of Dubuque.

BUDGET IMPACT
There is no budget impact for City consent of the Assignment of Development Agreement.

RECOMMENDATION
I recommend the City Council adopt the attached Resolution setting a November 3, 2025 public hearing on the proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC.

Prepared by and Return to: Flint Drake, Drake Law Firm, PC 300 Main St., Suite 323, Dubuque, Iowa 52001 (563) 582-2000

ASSIGNMENT OF DEVELOPMENT AGREEMENT

RE: Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A, Lot 2-1-2 & 2-2 of City Lot 600 & Lots 3 thru 6 of City Lot 600 in the City of Dubuque, Iowa
(the "Real Estate");

This Assignment of Development Agreement is made effective on the ___th day of November, 2025 (the "Effective Date"), and is entered into by Franklin Investments, LLC ("Assignor"), and Franklin Apartments, LLC ("Assignee").

RECITALS

A. Assignor is the Developer under a Development Agreement with the City of Dubuque, Iowa ("City") dated April 4, 2011 (the "Development Agreement");

B. The Development Agreement specifies various rights and obligations of the Assignor and the City related to the development of the Real Estate;

C. Assignor desire to assign all of its interest in and to the Development Agreement to Assignee and Assignee desires to accept such assignment and agrees to be bound by the terms thereof;

D. The assignment by Assignor to Assignee hereunder is permanent and complete as of the Effective Date;

E. The City has authorized this Assignment of the Development Agreement ; and,

E The parties desire to reduce this Assignment to writing.

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

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, this assignment of the Development Agreement, which assignment

includes all rights and obligations of any sort whatsoever of Assignor thereunder such that, upon acceptance hereof by Assignee, Assignor shall have no right, obligation or interest whatsoever in and to the Development Agreement as of the Effective Date.

2. Law/Binding Effect. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa. This Assignment shall be binding upon the parties hereto and their respective successors in interest and assigns. In the event of a breach of this Assignment the non-breaching party shall be entitled to all rights and remedies at law or equity and shall be entitled to recover reasonable attorneys' fees incurred due to the breach.

3. Affirmation. The parties hereby affirm the Development Agreement in all respects, except that hereafter the Developer thereunder shall be the Assignee; in all other respects, the Development Agreement shall remain in full force and effect according to its terms.

Franklin Investments, LLC, Assignor

By: _____
Gary Carner, President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This instrument was acknowledged before me on Dec. 9, 2021, by Gary Carner, President of Franklin Investments, LLC.

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

_____
Notary Public in and for
State of Iowa

Franklin Apartments, LLC

By: _____
Jeff Manders, President

STATE OF IOWA)
COUNTY OF _____) ss:

This instrument was acknowledged before me on October 10, 2025, by Jeff Manders, as President of Franklin Apartments, LLC.

IAN C HATCH
Notarial Seal - Iowa
Commission Number 827446
My Commission Expires Nov 12, 2026

Notary Public in and for
State of Iowa

City of Dubuque, Iowa
Consenting to the Assignment Herein

By: _____
Its _____

STATE OF IOWA)
COUNTY OF _____) ss:

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

_____
Notary Public in and for
State of Iowa

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 3rd day of November, 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 approve an Assignment of the Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, for the property located at 39 Bluff Street.

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 20th day of October 2025.

Adrienne N. Breitfelder, CMC, City Clerk

Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC

Whereas, Franklin Investments, LLC entered into a Development Agreement dated, April 4, 2011, with the City of Dubuque, Iowa, providing certain rights and obligations with respect to the property legally described as follows:

Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600in the City of Dubuque

Locally known as 39 Bluff Street (the Property); and

Whereas, Franklin Investments, LLC intends to assign its rights under the Development Agreement to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement, attached hereto; and

Whereas, Franklin Apartments, LLC in the Assignment of Development Agreement agrees to be bound by all of the terms and conditions of the Development Agreement; and

Whereas, the City Council of the City of Dubuque, Iowa finds that consent to the Assignment of Development Agreement is in the best interests of the City of Dubuque; and

Whereas, before said consent may be given, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the City's intent to consent and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Assignment of Development Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC, to be held on the 3rd day of November, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment of Development Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved, and adopted this 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Ambassador Court Storm Sewer Replacement Project - Initiate Public Bidding Process and Setting Date for a Public Hearing
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for November 3, 2025, and to preliminarily approve the plans, specifications, form of contract, and estimated cost of $161,038.13 for the Ambassador Court Storm Sewer Replacement Project through the adoption of the attached resolution. **RESOLUTION** Ambassador Court Storm Sewer Replacement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 3, 2025

ATTACHMENTS:

1. MVM Memo
2. 2025-10-15_AmbassadorCtStm-InitiateMemo
3. AmbassadorCtStm - Council Initiate Set PH RESOLUTION
4. AmbassadorCtStm - Notice of Hearing

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Ambassador Court Storm Sewer Replacement Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5586500036

DATE: October 15, 2025

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for November 3, 2025, and to preliminarily approve the plans, specifications, form of contract, and estimated cost of $128,830.50 for the Ambassador Court Storm Sewer Replacement Project through the adoption of the attached resolution.

This project provides for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flood an adjacent home and neighboring properties. Also the street is impassable during major rainfall occurrences.

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
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

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: Gus Psihoyos, City Engineer

DATE: October 15, 2025

SUBJECT: Ambassador Court Storm Sewer Replacement Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5586500036

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on November 3, 2025, for the Ambassador Court Storm Sewer Replacement Project.

DISCUSSION

This project provides for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flood an adjacent home and neighboring properties. Also the street is impassable during major rainfall occurrences.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	October 20, 2025
Publish Notice to Bidders, Advertise for Bids	October 22, 2025
Pre Bid Meeting	October 30, 2025
Public Hearing on Plans & Specifications	November 3, 2025
Receipt of Bid Proposals (Bid-Letting)	November 6, 2025
Award Construction Contract	November 17, 2025
Substantial Completion	June 1, 2026
Final Project Completion Date	June 30, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Ambassador Court Storm Sewer Replacement Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Ambassador Court Storm Sewer Replacement Project is summarized as follows:

Description	Estimate
Construction	$ 128,830.50
Contingency (10%)	$ 12,883.05
Engineering (15%)	$ 19,324.58
Total Project Cost	**$ 161,038.13**

The construction of the Ambassador Court Storm Sewer Replacement Project will be covered by the funding sources described below:

Ambassador Court Storm Sewer Replacement Project Funding		
5586500036	Embassy West Storm Sewer Improvement	$ 153,000.00
	Total Project Funding	**$ 153,000.00**

Any project construction overages would be covered through a future budget amendment request through the CIP and amounts shown below, if needed.

Future Budget Amendment Project Contingency Funding		
5586500001	Storm Sewer Replacements	$ 8,038.13

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for November 3, 2025, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Ambassador Court Storm Sewer Replacement Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer
cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

Prepared by Max O'Brien Civil Engineer 50 W 13th St., Dubuque, IA 52001, (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

AMBASSADOR COURT STORM SEWER REPLACEMENT PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

Whereas, the Ambassador Court Storm Sewer Replacement Project will provide for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flooding adjacent homes.

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

The proposed plans, specifications, form of contract and estimated cost for the Ambassador Court Storm Sewer Replacement Project in the estimated construction amount $ 128,830.50 are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 3rd day of November, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Ambassador Court Storm Sewer Replacement Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide

circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 6th day of November 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 17th day of November 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE: is hereby given that the Dubuque City Council will conduct a public hearing on the 3rd day of November, 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 Ambassador Court Storm Sewer Replacement Project.

The scope of the Project is as follows: The project provides for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flooding adjacent homes.

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 20th day of October 2025.

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE:	Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for November 3, 2025, on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc. **RESOLUTION** Setting A Public Hearing To Consider The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Pier Pressure Marine IA, Inc. For Real Property In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 3, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Amended and Restated Lease Agreement
4. Notice of Hearing
5. Resolution Setting Hearing

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

DATE: October 16, 2025

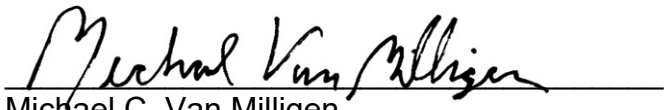
Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for November 3, 2025, on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

Pier Pressure Marine IA, Inc. (Lessee) has been the tenant of the property located at 1201 Shiras Avenue Extension since executing an initial lease with the City of Dubuque on October 29, 1956. Lessee operates a marina along the Peosta Channel off the Mississippi River including such services as annual boat slip rentals, winter boat storage, full-service restaurant with indoor/outdoor dining, boating supplies/marine parts store, transient boat docks, live music events.

Staff discussions and negotiations have led to a proposed amended and restated lease agreement with the following key elements:

1. The Amended and Restated Lease will be in effect from January 1, 2029 to December, 2053.
2. The Leased Premises will be used only for the services and amenities described in Section 1.3, and no other purposes without the prior written consent of the City.
3. Rent will be 3% of gross sales of the prior calendar year.
4. Lessee will construct improvements on the Leased Premises as described in Exhibit B of the agreement within the timeframes set forth in that exhibit.
5. Upon termination of the lease, Lessee will be responsible for removing any of the new improvements if City so requests.

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



Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

DATE: October 15, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for November 3, 2025 on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

BACKGROUND

Pier Pressure Marine IA, Inc. (Lessee) has been the tenant of the property located at 1201 Shiras Avenue Extension since executing an initial lease with the City of Dubuque on October 29, 1956. Lessee operates a marina along the Peosta Channel off the Mississippi River including such services as annual boat slip rentals, winter boat storage, full-service restaurant with indoor/outdoor dining, boating supplies/marine parts store, transient boat docks, live music events.

DISCUSSION

Knowing that Lessee's lease was scheduled to expire December 31, 2028, City staff ordered a Market Rent Analysis from a reputable firm in 3rd Quarter of 2024 to prepare for lease negotiations. The results of that analysis indicated that applying a static dollar value as a rent rate was not common practice for marinas and instead proposed using a percentage of gross sales as a basis for rent payments.

In March 2025, City staff communicated to Lessee that we would welcome a proposal for an extension of its lease. Lessee provided a proposal for lease renewal terms June 23, 2025. Staff discussions and negotiations have led to a proposed amended and restated lease agreement with the following key elements:

1. The Amended and Restated Lease will be in effect from January 1, 2029 to December, 2053.
2. The Leased Premises will be used only for the services and amenities described in Section 1.3, and no other purposes without the prior written consent of the City.
3. Rent will be 3% of gross sales of the prior calendar year.
4. Lessee will construct improvements on the Leased Premises as described in Exhibit B of the agreement within the timeframes set forth in that exhibit.
5. Upon termination of the lease, Lessee will be responsible for removing any of the new improvements if City so requests.

RECOMMENDATION

I recommend the City Council adopt the attached resolution setting a November 3, 2025 public hearing to consider the adoption of a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.

AMENDED AND RESTATED
LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
PIER PRESSURE MARINE IA, INC.

This Amended and Restated Lease Agreement (the "Lease") dated for reference purposes this _____ day of _____, 2025, between the City of Dubuque, Iowa, an Iowa municipal corporation ("Lessor"), and Pier Pressure Marine IA, Inc. (d.b.a. Dubuque Marina), an Iowa corporation ("Lessee").

Whereas, Lessor and Lessee currently lease the property shown on Exhibit A pursuant to a Lease and Agreement dated October 29, 1956, as amended and modified, Exhibit E; and

Whereas, Lessor and Lessee desire to amend and restate the Lease on the terms and conditions set forth herein, to be effective upon expiration of the term under the Lease and Agreement, which term shall end effective December 31, 2028.

Now, therefore, it is agreed by and between Lessor and Lessee that upon the execution of this Lease and approval by the City of Dubuque City Council, and upon expiration of the existing Lease and Agreement, this Amended and Restated Lease shall take effect January 1, 2029.

SECTION 1. DEMISE AND TERM.

1.1. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property described in Exhibit A attached hereto, together with the exclusive right to moor boats and docks along the entire waterfront of the Leased Premises and right of access in common with the public to the grass slopes, and made a part of this Lease (approximately 6.13 acres) (the "Leased Premises"), to have and to hold for an initial term commencing as of the 1st day of January, 2029, and ending at midnight on the 31st day of December, 2053 (the Initial Term), subject to all of the terms, covenants, conditions and agreements contained herein.

1.2. Use of Premises. Lessee acknowledges that the Leased Premises is currently zoned CR Commercial Recreation and shall only be used for permitted uses of that zoning ordinance and listed in Section 1.3 herewith.

1.3. Lessee further agrees that the Leased Premises shall be used only for the services and amenities described in this Section 1.3, and no other purposes without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Shower house, restroom, and laundry facilities for use by boating community.

(2) Seasonal boat slips, covered and uncovered.

(3) Large transient boat dock for use by boaters visiting the Yardarm or in need of service.

(4) Pump out facilities.

(5) On-property winter storage for boats.

(6) Boat well and lift for put in / pull out service for boats up to 60 feet.

(7) Full boat service department providing winterization and other routine service work and repairs.

(8) Ship store to supply boaters' needs.

(9) Wi-fi internet connectivity in the harbor.

(10) Camping sites for recreational vehicles.

(11) Indoor/outdoor food and beverage service/dining.

(12) Fuel sales (at the sole discretion of Tenant)

(13) Other ancillary services and amenities as are customary in a pleasure craft marina

SECTION 2. RENT, TAXES, AND OTHER PAYMENTS

2.1. Rent.

(1) Lessee shall pay Lessor, in addition to taxes, fees (including but not limited to storm water fees), rates, charges, levies, assessments, and all other charges required to be paid under this Lease by Lessee, rent in the amount of Three Percent (3%) of gross sales of the prior calendar year in quarterly payments commencing on the 15th day of February, 2029, and on the first day of each April, July, and October thereafter during the term of this Lease or any extension thereof.

(2) The term "gross sales" as used herein shall mean and include all cash or accrued receipts from the sale of goods, services, or merchandise by Lessee which originated in or were consummated through the operation on Leased Premises, but shall not include sales of gasoline, diesel fuels, or special motor fuels.

(3) Lessee shall submit to the City a statement certified by a certified public

accountant showing the gross sales as herein defined for the preceding fiscal year, together with a remittance of the rent for the first quarter of the new year.

SECTION 3. TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1. Trade Fixtures.

(1) For the purposes of this Lease, "Trade Fixtures" shall mean the personal property and equipment located on the Leased Premises used in Lessee's business , but not any Existing Improvements described in Section 4.

(2) Title to Lessee's Trade Fixtures is and shall be the sole and exclusive property of Lessee during the term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title or interest in or to Lessee's Trade Fixtures either during the term of this Lease, or thereafter (except as hereinafter provided). Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the Leased Premises, or to otherwise deal with all or any portion of such Lessee's Trade Fixtures, at Lessee's sole discretion. Upon ten (10) days' prior written notice to Lessor, Lessor shall execute and deliver to Lessee a certificate in recordable form prepared by Lessee stating that Lessor has no interest or right in or to Lessee's Trade Fixtures, as well as any other or further document which Lessee may reasonably request from Lessor. If Lessee elects to remove its Trade Fixtures, Lessee shall remove the Trade Fixtures not more than thirty (30) days after the expiration of this Lease Agreement; any Trade Fixture remaining on the Leased Premises after such thirty-day period become the property of Lessor.

SECTION 4. EXISTING IMPROVEMENTS; LESSEE IMPROVEMENTS

4.1 Existing Improvements. Existing Improvements are all buildings and other above-ground structures existing as of January 1, 2025, as shown on Exhibit A. The Existing Improvements consist of: A. Yardarm Restaurant building, including band bar addition, tiki bar, deck and fence; B. marina store/office/service building and adjacent security fence; C. shower house/laundry manufactured structure; D. aluminum can recycling collection shed; E. Utility services and any concrete pads associated with the campsites; F. boat well; and G. outdoor pole sign.

4.2. Lessee Improvements.

(1) Lessee shall construct on the Leased Premises new improvements or repairs as described, and in the timeframes stipulated, in Exhibit B (collectively, the "Lessee Improvements").

(2) Upon any termination of this Lease, by reason of any cause whatsoever, if any Lessee Improvements, except the new shower house to be constructed by Lessee, shall then be on the Leased Premises, Lessor may require Lessee at no cost to Lessor to remove any or all of such Improvements by delivering notice to Lessee not later than one hundred eighty days (180) prior to the expiration of the Lease, in which event Lessee shall remove the Lessee Improvements within thirty (30) days after the expiration of this Lease Agreement. Title to all Existing Improvements and Lessee Improvements is and shall be at all times vested in Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Existing Improvements or Lessee Improvements.

(3) Plans for Construction of Lessee Improvements. Plan and specifications with respect to the construction of the Lessee Improvements thereon (the Construction Plans) shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, applicable to the Leased Premises, in the records of Dubuque County, Iowa. Lessee shall submit to Lessor, for approval by Lessor, plans, drawings, specifications, and related documents with respect to the Lessee Improvements to be constructed by Lessee. All work with respect to the Lessee Improvements shall be in substantial conformity with the Construction Plans approved by Lessor.

(4) Upon request of Lessor, Lessee shall provide Lessor with evidence satisfactory to Lessor showing that the Lessee Improvements in this Section 4 have been completed.

4.3. Landscaping. Reasonable material landscaping or aesthetic improvements will be made by the Lessee as mutually agreed upon by the Lessor and Lessee. Lessee shall maintain all landscaping or aesthetic improvements to the reasonable satisfaction of Lessor.

SECTION 5. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

5.1. Lessee's Right to Encumber Leasehold Interest. Lessee may encumber by mortgage, deed of trust or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all Existing Improvements or Lessee Improvements on the Leased Premises, as security for any indebtedness of Lessee, provided that no such encumbrance shall extend beyond the term of this Lease. Lessee shall provide prompt written notice to Lessor of any such encumbrance together with a copy of such encumbrance. In the event of any judicial or nonjudicial foreclosure under any mortgage, deed of trust or other similar instrument made by Lessee covering its leasehold interest in the Leased Premises, Lessor shall, upon such foreclosure or sale, recognize the purchaser thereunder as lessee under this Lease, provided such purchaser expressly agrees in writing to be bound by the terms of this Lease.

5.2. Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. If Lessee shall encumber its leasehold interest and estate in the Leased Premises and if Lessee, or the holder of the indebtedness, its successors and/or assigns (the Holder) secured by the encumbrance shall give notice to Lessor within 30 days thereafter of the existence of the encumbrance and the address of the Holder, then Lessor shall mail or deliver to the Holder, at such address, a duplicate copy of all notices in writing which Lessor may, from time to time, give or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the Holder at, or near as possible to, the same time the notices are given to or served on Lessee. The Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease; provided, however, that the doing of any act or thing requiring possession of the Leased Premises shall be subject to the further rights of Holder as set forth in 16.2. All payments so made and all things so done and performed by the Holder shall be effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

SECTION 6. TAXES.

6.1. Lessee agrees to pay to City an amount equal to real estate taxes upon the Leased Premises, including Existing Improvements and Lessee Improvements, that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), upon receipt of a statement from City, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes.

6.2. During the term of this Lease, Lessee further agrees to pay all other taxes, fees (including but not limited to storm water fees), rates, charges, levies and assessments, general and special, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon said real estate and which become payable during the term hereof (including taxes, fees (including but not limited to storm water fees), rates, charges, levies and assessments, general and special, of every name, nature and kind 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 hereof, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said real estate during the term hereof and which become payable during the term hereof and which would become delinquent if not so paid during the term hereof, and all such other taxes, fees, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the term hereof. If any such taxes, fees, rates, charges, levies and assessments shall be levied or assessed against any period of time prior to the commencement of the Term or after the expiration thereof, such taxes, fees, rates, charges, levies and assessments shall be prorated accordingly.

6.3. Lessee agrees to timely pay all taxes, fees, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the premises, during the term of this Lease.

6.4. Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents reserved to Lessor hereunder.

6.5. Lessee shall at all times have the right to contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by Lessee, if the validity thereof, or the right to assess or levy the same against or collect the same from said Leased Premises, Existing Improvements or Lessee Improvements, shall be disputed. Upon the conclusion of any such suit or proceedings, or not less than three (3) months prior to the date when the right to redeem therefrom expires, whichever will be the earlier, Lessee 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 7. REPAIRS AND DREDGING.

7.1. Lessee shall at all times during the term of this Lease, at Lessee's own cost and expense, keep the Leased Premises and Lessee Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Leased Premises, in good order, condition and repair, casualties and ordinary wear and tear excepted and to a condition consistent with other similarly classed operations and being reasonably satisfactory to Lessor. Lessee shall keep the Leased Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Upon reasonable notice to Lessee, Lessor may, at its discretion and at its cost, conduct an annual inspection of the Leased Premises to determine Lessee's compliance with this Section 7.

7.2. Lessor shall have the right to require Lessee upon written notice to repair or remove any structure on the Leased Premises which Lessor determines does not comply with the requirements of this Section, and Lessee shall repair or remove, as the notice may require, any such structure within one-hundred twenty (120) days after receipt of such notice.

7.3 Lessor shall maintain the shoreline/rip rap on the Leased Premises until such time as Lessor repairs/replaces the shoreline/rip rap, as needed, in Lessor's sole discretion. Immediately following any repair/replacement of shoreline/rip rap, Lessee shall maintain the shoreline/rip rap.

7.4 Section 7.3 notwithstanding, Lessor shall have no obligation to Lessee for any maintenance expense of any kind on the Leased Premises.

7.5 With respect to dredging in the water as necessary to provide access to the Leased Premises, Lessor and Lessee shall collaborate in accordance with recent past practices, that is: the City shall continue to hold the dredging permit and , in coordination with the Lessee and as required by the occasional need for dredging, take the lead on applying for federal BIG grants, put out Request for Dredging Proposals, award dredging contracts, and bear all costs associated with these activities. Lessee shall be responsible for paying all costs associated with dredging, other than those paid by City, as set forth above. Notwithstanding any other provisions of this Lease, any dredging shall be at the discretion of Lessee.

SECTION 8. COMPLIANCE WITH LAW.

8.1. During the term of this Lease, Lessee shall comply with all local, state and federal laws applicable to Lessee's use of the Leased Premises, including but not limited to the Americans with Disabilities Act and the Iowa Smoke Free Air Act.

8.2. Lessee shall not commit waste on the Leased Premises except as necessary for its business purposes, and Lessee shall be liable for any damages to or destruction of any buildings or Existing Improvements on the Leased Premises resulting from waste. Lessee shall not remove any Existing Improvements on the Leased Premises except as allowed pursuant to this Lease. All trash, garbage and refuse of any kind shall be promptly removed from the Leased Premises by Lessee.

8.3. Lessee is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Lessee's obligations under this Agreement, including but not limited to the laws outlined in Exhibit D, and hereby represents and warrants that Lessee is in compliance with the same as of the Closing Date and further represents that during the Term Lessee will remain in compliance. Lessee shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Lessee further represents and warrants that Lessee has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Lessee performs the Services, and Lessee agrees to maintain, at Lessee's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

SECTION 9. USE OF LEASED PREMISES.

9.1. Lessee shall not knowingly use or allow the Leased Premises or any buildings or Lessee Improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not suffer any act to be done or any condition to exist within the Leased Premises or in any Lessee Improvement thereon, or permit any article to be brought therein, which is

dangerous, unless safeguarded as required by law, or which, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

SECTION 10. INSURANCE.

10.1. Lessee shall maintain during the term of this Lease insurance as set forth in the Lessor's standard Insurance Schedule for Lessees of Lessor Property, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule is attached to this Lease Agreement as Exhibit C, Schedule Q. Lessor shall provide written notice of any amendment to the Insurance Schedule not less than sixty (60) days prior to the effective date of such amendment.

10.2. Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of Lessor shall furnish proof of insurance as follows):

> Property insurance against loss and/or damage to Improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of Improvements naming City as a lender loss payable. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by Lessor. The term "replacement value" shall mean the actual replacement cost of Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of Lessor, but not more frequently than once every three years, and paid for by Lessee.

10.3. All insurance required by this Section shall be taken out and maintained in responsible insurance companies selected by Lessee which are authorized under the laws of the State of Iowa to assume the risks covered thereby or Lessee may at its election self-insure itself pursuant to the aforementioned guidelines. Lessee shall deposit annually by not later than July 1 of each year with Lessor a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Lessee shall furnish Lessor evidence satisfactory to Lessor that the policy has been renewed or replaced by another policy conforming to the provisions of this Section 9, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Lessee may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Lessee shall deposit with Lessor a certificate or certificates of the respective insurers as to the amount of coverage in force upon Improvements, provided, however, the specific limit shall not be impaired.

10.4. Lessee agrees to notify Lessor immediately in the case of damage exceeding $100,000.00 in amount to, or destruction of, Trade Fixtures or Lessee 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 shall forthwith repair, reconstruct and restore the Trade Fixtures or Lessee 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, or remove such Trade Fixtures or Lessee Improvements whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient. Lessee shall apply the Net Proceeds of any insurance relating to such damage received by Lessee to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Leased Premises.

SECTION 11. LESSOR'S WARRANTIES AND REPRESENTATIONS

11.1. Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Leased Premises, and that it has full right and authority to enter into this Lease for the full term hereof, and covenants and agrees that upon paying the rent provided for herein, and upon Lessee's performing the covenants and agreements of this Lease required to be performed by said Lessee, that it will have, hold and enjoy quiet possession of the Leased Premises. Lessor warrants to Lessee that the Leased Premises are properly zoned for the conduct of the operation of Lessee's business.

11.2. Lessor makes no representations or warranties as to the condition, including environmental condition, of the Leased Premises and Lessee accepts the Leased Premises as is.

SECTION 12. LESSEE'S WARRANTIES AND REPRESENTATION.

12.1. Lessee Compliance With Law. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Leased Premises and its use, occupancy and control of the Leased Premises.

12.2. Environmental Matters.

(1) Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by or results from Lessee, Lessee's use, occupancy or control of the Leased Premises, except for Lessor Hazardous Substances (any Hazardous Substance which leaches or migrates upon the Leased Premises from any property owned by Lessor). Notwithstanding any other provision of this Lease, Lessee 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 onto the Leased Premises which is caused by Lessor or other tenants or lessees of Lessor or which pre-exists the date of this Lease, except as follows: (a) Lessee shall be responsible for known pre-existing releases for which Lessee fails to take due care and adequate precaution and/or for which Lessee's actions

or inactions cause a worsening of the release, and (b) Lessee shall provide full cooperation, assistance, and access to Lessor or other parties investigating and/or responding to a threatened or actual release.

(2) Lessee covenants and agrees to promptly notify Lessor of any release of Hazardous Substance for which Lessee is responsible under this Section 12.2(1) that exceeds permitted levels as defined by any local, state or federal laws applicable to Lessee's use of the Leased Premises originating after the effective date of this Lease ("Release") in, on or about the Leased Premises of which Lessee suspects or has actual knowledge.

(3) Lessee covenants and agrees to promptly take any and all necessary and appropriate response to fully address any Release following the advance notice to Lessor 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. Lessee shall respond to such Release to the full extent required by applicable law; however, in no event shall Lessee allow limitations or restrictions to be placed on the Leased Premises without the written consent of the Lessor.

(4) Except as necessary to conduct its operations and use the Leased Premises as detailed in Section 1.6 and 1.7, Lessee 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. Lessee 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.

(5) For the purposes of this Lease, "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a "hazardous substance" pursuant to 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste" pursuant to § 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 13. INDEMNIFICATION.

13.1. Indemnification of Lessee. To the extent allowed by law, Lessor will defend, indemnify and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises and resulting from any act or omission of Lessor, its agents or employees, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease and (c) any breach on the part of Lessor of any warranty or representation contained in Section 11 of this Lease. In case any action, suit or proceeding is brought against Lessee by reason of any such occurrence, Lessor will, at Lessor expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be unreasonably withheld.

13.2. Indemnification of Lessor. To the extent allowed by law, 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 Leased Premises during the term of this Lease and resulting from any negligence of Lessee, (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, and (c) any material breach on the part of Lessee of any warranty or representation contained in Section 12. In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessor, which approval will not be unreasonably withheld.

13.3. 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 14. CONDEMNATION.

14.1. Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Leased Premises, the Existing Improvements or Lessee Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Leased Premises, the Existing Improvements and the Lessee Improvements thereon shall be deemed to have been taken if the remaining portion of the Leased Premises shall not be of sufficient size to permit Lessee, in Lessee's sole discretion, to operate its business thereon in a manner similar to that prior to such taking.

14.2. Allocation of Award. Any award for such taking of all or substantially all of the Leased Premises shall be paid to the parties hereto in accordance with the following:

(1) To Lessor, the amount of the award attributable to the Leased Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to the Lessee Improvements but not the Existing Improvements, and all other sums not directly attributable to the value of the Land constituting the Leased Premises;

(2) To Lessee, the entire award except that portion allocated to Lessor above.

14.3. Partial Condemnation.

(1) If less than all or substantially all of the Leased Premises, the Existing Improvements or the Lessee Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then Lessee, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Lessee shall elect to maintain this Lease in full force and effect, the award for such partial condemnation shall be allocated as provided in 14.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration, but only to the extent of the award to Lessee under Section 14.2, so that the remaining Lessor or Lessee Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. In the event Lessee elects to continue this Lease in full force and effect after a partial condemnation, the Rent shall be reduced in proportion to the value of the area of the Leased Premises taken.

(2) Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor (the Termination Date). In the event Lessee terminates this Lease, as provided for in this 14.3, Lessee shall be entitled to the entire award for such partial taking.

14.4 Temporary Taking. If the temporary use of the whole or any part of the Leased Premises, the Existing Improvements or the Lessee Improvements thereon or the appurtenances thereto shall be taken at any time during the term of this Lease in the exercise of the power of eminent domain by any sovereign, municipality, or other authority, the term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the rent, additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and the entire award for such temporary taking shall be paid to Lessee. Lessee shall repair and restore any and all damage to the Leased Premises, the Existing Improvements and the Lessee Improvements as soon as reasonably practicable after such temporary taking to the

extent of the condemnation award to Lessee.

SECTION 15. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned by Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld, provided said third party agrees to comply with the terms and conditions of this Lease; provided, however, Lessee may assign this Lease to an affiliate without Lessor's prior written consent. Lessee may sublet parts of the Leased Premises without the prior consent of Lessor provided Lessee's subtenants agree to comply with the applicable terms and conditions of this Lease, and provided further that Lessee shall remain responsible to Lessor for the terms and conditions of this Lease.

SECTION 16. DEFAULT.

16.1. Lessor's Rights in the Event of Lessee's Default. If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessee has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, to terminate this Lease. Lessor shall thereafter have the right to enter and take possession of the Leased Premises with process of law and to remove all personal property from the Leased Premises and all persons occupying the Leased Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Leased Premises and every part of the Leased Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Leased Premises for any damage caused or sustained by reason of such entry on the Leased Premises or the removal of persons or property from the Leased Premises.

16.2. Rights of Holder of Encumbrance in Event Lessee Defaults. If Lessee fails or neglects to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, the Holder of any indebtedness secured by an encumbrance on the leasehold estate under this Lease shall have thirty (30) days after receipt of written notice from Lessor setting forth the nature of Lessee's default and a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature thereof within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days, within which to endeavor to make good or remove the default or cause for termination of the Lease. All right of Lessor to terminate this Lease on the failure or neglect of Lessee to observe, keep and perform the covenants, terms and conditions of this Lease is, and shall continue to be, at all times prior to payment in full of the indebtedness to the Holder of Lessee, subject to and conditioned on Lessor's having first given the Holder written notice thereof and the Holder having failed to cause the default or cause for termination to be made good or removed within thirty (30) days after receiving written notice of default or cause

for termination or within a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature of foreclosure within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days. In the event that the Lease is terminated due to the Lessee's bankruptcy, insolvency or other proceedings, and in the event the Holder has complied with the terms of this 16.2, then Lessor at Holder's option, shall enter into a new lease with Holder or the successful bidder at foreclosure on the same terms as this Lease, for the term then remaining, and specifically preserving all unexercised options.

16.3. Lessee's Rights in the Event of Lessor's Default. If Lessor shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease, including the requirements of any encumbrance on the Leased Premises, on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessor has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessee shall have all rights available to it provided by law or equity. If Lessor's default shall render the Leased Premises of no operational use to Lessee, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default, then Lessee shall have no further obligation for the payment of rent, taxes, or wharfage or for the provision of Products to Lessor, and Lessee may terminate this Lease Agreement and remove all Trade Fixtures and Improvements subject to Section 3.2.

SECTION 17. 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 Lessee pursuant to Section 16.1 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 Leased Premises, the Existing Improvements and the Lessee 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 18. QUIET ENJOYMENT. Lessor covenants that at all times during the term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of

the Leased Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor. Notwithstanding the foregoing, Lessor shall have the right upon reasonable notice to Lessee to enter the Leased Premised at any time to determine whether Lessee is in compliance with the requirement of this Lease.

SECTION 19. ESTOPPEL CERTIFICATES. Each party hereto agrees that at any time and from time to time during the term of this Lease, within ten (10) days after request by the other party hereto or by any lender having an interest in Lessee's leasehold estate, it will execute, acknowledge and deliver to the other party or to such lender or any prospective purchaser, assignee or any mortgagee designated by such other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements), (b) the date to which rent has been paid, (c) whether or not there is any existing default by Lessee in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

SECTION 20. WAIVER. No waiver by either party hereto of any breach by the other of any term, covenant, condition or agreement herein and no failure by any party to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition or agreement or of any subsequent breach of any such term, covenant, condition or agreement, nor bar any right or remedy of the other party in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Leased Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

SECTION 21. SURRENDER. Lessee 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 Lessor, without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Lessor, without (except as otherwise provided herein) any payment or allowance whatever by Lessor 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. That notwithstanding, in accordance with Section 3.2 of this Lease, Lessee may remove any Improvements within thirty (30) days of termination of the Lease. Lessee's Trade Fixtures, personal property and other belongings of Lessee or of any sublessee or other occupant of space in the Leased Premises shall be and remain the property of Lessee, and Lessee shall, except for Lessor's default, within thirty (30) days after the expiration of the Term of this Lease

remove the same, and shall pay pro-rated rent for each day it remains on the Leased Premises, and in the event Lessee shall fail to do so, Lessor may cause the Trade Fixtures to be removed and Lessee agrees pay Lessor for the costs of removal within thirty (30) days of receipt of a statement therefore from Lessor.

SECTION 22. MEMORANDUM OF LEASE. Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in a form suitable for recording setting forth the names of the parties hereto and the term of this Lease, identifying the Leased Premises, and also including such other clauses therein as either party may desire, except the amounts of basic rent payable hereunder.

SECTION 23. NOTICES.

23.1. All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and by facsimile addressed as follows:

TO LESSOR:	City of Dubuque, Iowa City Manager City Hall 50 West 13th Street Dubuque IA 52001
WITH COPY TO:	City Attorney City Hall 50 West 13th Street Dubuque IA 52001
TO LESSEE:	Dubuque Marina 1201 Shiras Ave. Ext. Dubuque, IA 52001 Attn: Jamie Becker
WITH COPY TO:	Drake Law Firm 300 main St., Suite 323 Dubuque IA 52001 Attn: Flint Drake

23.2. The address and/or fax number 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 24. MISCELLANEOUS.

24.1. Time of the Essence. Time is of the essence of this Lease and all of its provisions.

24.2. Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

24.3. Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

24.4. Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

24.5. Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

24.6. 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.

LESSOR:

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

Attest: _____
Adrienne N. Breitfelder, City Clerk

LESSEE:

PIER PRESSURE MARINE IA, INC.

By: _____ Sec/Treasurer
Steve Launspach,
Secretary/Treasurer

By: _____
Ryan Becker, President

LIST OF EXHIBITS

EXHIBIT A Leased Premises

EXHIBIT B Lessee Improvements

EXHIBIT C Insurance Schedule Q

EXHIBIT D Legal Compliance

EXHIBIT E Lease and Agreement dated October 29, 1956

EXHIBIT A

LEASED PREMISES

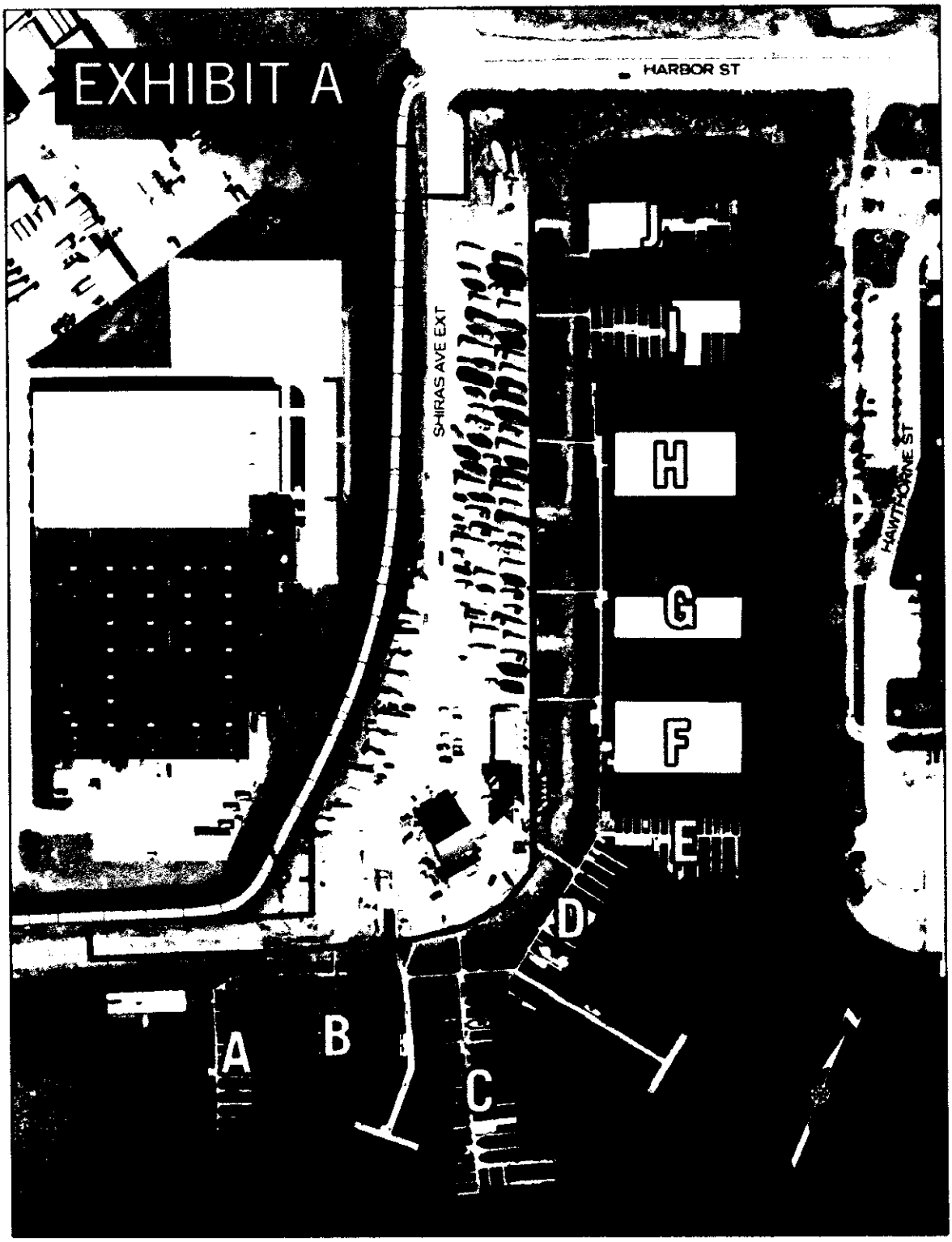


EXHIBIT A
HARBOR ST
SHIRAS AVE EXT
HAWTHORNE ST
J
I
H
G
F
E
D
C
B
A

EXHIBIT B

LESSEE IMPROVEMENTS

Lessee Improvements include the following on the included schedule:

Phase I

To be commenced no later than January 1, 2029 and completed no later than April 1, 2030.

- Replace docks D and E with new docks.
- New shore-to-dock gangways with security doors.
- Finish parking lot improvements.
- Install security cameras and lighting on premises. Security cameras and lighting to cover all leased property.

Phase II

To be commenced no later than January 1, 2035 and completed no later than April 1, 2036.

- Build new masonry shower house.
- Replace outdoor pole sign.

Phase III

To be commenced no later than January 1, 2037 and completed no later than April 1, 2038.

- Complete replacement or major rebuild of Docks I and J.
- Remove or repair Docks A, B, and C.

EXHIBIT C

INSURANCE SCHEDULE Q

INSURANCE SCHEDULE Q

1. Pier Pressure Marine IA, Inc. (Operator) shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to contract or lease commencement. Owner shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the 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 issued. Eg: Lease of premises at 1201 Shiras Ave Ext

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 minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

6. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the approval of the Director of Finance and Budget and subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

7. Operator shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I.

8. Whenever an ISO form is referenced the current edition of the form must be used. If the Operator's limits of liability are higher than the required minimum limits then the Operator's limits shall be this Agreement's required limits.

9. Operator 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 Q (continued)

Exhibit I

A) MARINE COMPREHENSIVE LIABILITY: MCL OR COMMERCIAL GENERAL LIABILITY CGL

General Aggregate:	$2,000,000
Products-Completed Operations Aggregate Limit:	$1,000,000
Personal & Advertising Injury Limit:	$1,000,000
Each Occurrence:	$1,000,000
Fire Damage Limit (any one occurrence)	$100,000
Medical Payments:	$5,000

B) MARINA OPERATORS LEGAL LIABILITY: MOL

Limit: $1,000,000

C) PROTECTION & INDEMNITY COVERAGE: P&I

Limit: $1,000,000

1) Coverage shall be written on an occurrence, not claims, form. The general liability coverages shall be written in accord with ISO form CG 00 01. All deviations from the standard ISO commercial general liability form CG 00 01 shall be clearly identified.
2) If using CGL form include endorsement excluding waterborne liability.
3) Under MCL or CGL include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate" or MCL equivalent
4) Under MCL or CGL include endorsement indicating that the coverage is primary and non-contributory.
5) Under MCL or CGL include Preservation of Governmental Immunities endorsement. (Sample attached)
6) Under MCL or CGL include an endorsement to delete any fellow employee exclusion.
7) Under MCL or CGL 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 2010. (Ongoing operations).
8) Policy shall include Waiver of Right to Recover from Other endorsement.
9) 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.

INSURANCE SCHEDULE Q (continued)

D) WORKERS' COMPENSATION, LHWCA & 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 operator is not required to purchase Workers' Compensation Insurance, the operator 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.

E) POLLUTION LIABILITY
(including transit)

Minimum coverage limits; if Lessee sells fuel, City reserves the right to require higher limits

Coverage required: _*__ Yes ___ No	
General Aggregate Limit	$1,000,000
Each Occurrence limit	$500,000

Policy shall include an 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.

Include Preservation of Governmental Immunities endorsement. (Sample attached)

Include endorsement indicating that coverage is primary and non-contributory.

Policy shall include waiver of right to recovery from others endorsement.

F) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

__*_ Yes ___ No

Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of Lessor shall furnish proof of insurance as follows):

Property insurance against loss and/or damage to Improvements currently on the Leased Premises and Lessee Improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of Improvements currently on the Leased Premises and Lessee Improvements naming City as a lender loss payable. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by Lessor. The term "replacement value" shall mean the actual replacement cost of Improvements currently on the Leased Premises and Lessee Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of Lessor, but not more frequently than once every three years, and paid for by Lessee.

Include the City of Dubuque as Lender Loss Payable.

G) UMBRELLA/EXCESS LIABILITY $5,000.000

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.

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

EXHIBIT D

LEGAL COMPLIANCE

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

b) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

d) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

e) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

f) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

g) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

h) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

i) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

j) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

k) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

l) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

EXHIBIT E

LEASE AND AGREEMENT DATED October 29, 1956

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 3rd day of November, 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 an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Pier Pressure Marine IA, Inc., a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa,.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://cityofdubuque.novusagenda.com/AgendaPublic/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office 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 20th day of October 2025.

Adrienne N. Breitfelder, City Clerk

Prepared by Name, Title, Business Address, Dubuque, IA 52001, (563) 589-XXXX
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. __ - 25

SETTING A PUBLIC HEARING TO CONSIDER THE AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND PIER PRESSURE MARINE IA, INC. FOR REAL PROPERTY IN THE CITY OF DUBUQUE, IOWA

WHEREAS**,** The City of Dubuque, Iowa (City) previously entered into a Lease Agreement dated October 29, 1956, with Pier Pressure Marine IA, Inc. under which Pier Pressure Marine IA, Inc. leases the following-described real property in Dubuque County, Iowa:

RIVER FRONT SUB NO 3 BLK 3 BLDG ON LEASED LAND

; and

WHEREAS, Pier Pressure Marine IA, Inc. and City wish to amend and restate the Lease Agreement with the Amended and Restated Lease Agreement attached hereto; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the Amended and Restated Lease Agreement, subject to the required public hearing.

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

SECTION 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed Amended and Restated Lease Agreement, to be held on the 3rd day of November, 2025 at 6:30 p.m., to be held at 350 West 6th Street, for the purpose of receiving public input and comment regarding the proposed Amended and Restated Lease Agreement between City of Dubuque and Pier Pressure Marine IA, Inc..

SECTION 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Pier Pressure Marine IA, Inc.

SECTION 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

Passed, approved and adopted this 20th day of October, 2025.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 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.

Investment and Cash Management Oversight Advisory Commission
One, 3-Year term through July 1, 2028 (Expired term of Ruden)
Applicant:
Gary Ruden, PO Box 835 – Physical Address Verified

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Overview sheet
2. Investment and Cash Management Oversight Advisory Commission Applicant
3. Details and Openings

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, October 20, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT

Investment and Cash Management Oversight Advisory Commission
One, 3-Year term through July 1, 2028 (Expired term of Ruden)
Applicant:
Gary Ruden, PO Box 835 – Physical Address Verified

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; Brian DeMoss;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 10/9/2025 2:10:26 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:	Investment and Cash Management Oversight Advisory Commission
Name:	Gary L Ruden
Pronunciation:	Roo-den
Street Address: You must live within the	P.O. Box 835

Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52004
Preferred Phone Number:	5635824865
Email Address(es):	rudyrfc@aol.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Current Chair
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?	Investment & Cash Management Advisory Commission (ICMAC)
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Investment & Cash Management Advisory Commission (ICMAC)
Why are you interested in applying for this	Present Committee Chair and 28+ yr on the IOAC/ICMAC

Board or Commission?	
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Over my lifetime I have held various positions from paper carrier (Dubuque Advertiser & Telegraph Herald) to delivery person (Family Beer Store) to auto detailer (Roshek-Doss & Ron Ruden Automart) continuing through college in maintenance with (Dubuque Community School District & Dubuque Packing Co). Upon College graduation I I was employed as the Asst Store Mgr at FW Woolworth in College Station, TX prior to accepting thr Regional Sales Director position w/ The APEX Bag Co of Wapakoneta, OH covering IA, IL & WI before starting my 36+ year career in Financial Services industry with (Life Investors Ins Co/AEGON USA which evolved into today (CreativeOne Securities/TPMG Group.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Brian DeMoss Finance Mgr City of Dubuque (563)589-4133 ***Others available on request

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Gary L Ruden
Date:	10/06/2025

Email not displaying correctly? View it in your browser.

CITY OF DUBUQUE
BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 25	Indicates openings within 2025	Open	Indicates Current Opening
	Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission		

AIRPORT COMMISSION
4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Ron	Vaughn	9/14/29
Public Member 2	Mariann	Kurtz Weber	9/14/29
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	Open	Open	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	Julie	Bockenstedt	4/6/27
Public Member 5	Otto	Krueger	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	8/17/28
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	Daniel	Scott	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	Open	Open	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

10/13/25

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October 20, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE:	Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC 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 Hitzler Rental, LLC 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 Hitzler Rental, LLC For The Redevelopment Of The Property At 2541 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

Hitzler Rental, LLC, owned by local developer Tim Hitzler, is in the process of acquiring property located at 2541 Central Avenue with the intent of redeveloping the property. Hitzler has successfully redeveloped several properties in the Dubuque area including mixed use property at 1902 Central. Hitzler is also a stakeholder in Key City Creative, a collaborative maker space located on the Central Avenue Curve.

Hitzler Rental, LLC submitted an application for housing creation and the rehabilitation of the façade of 2541 Central Avenue. The property has been vacant and underutilized for many years. The applicant is proposing a $430,000 project that will create four new residential rental units, a micro-retail space, and restore the building façade. The micro-retail space will create an opportunity for local entrepreneurs and artisans to establish a visible, affordable presence in the neighborhood.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $430,000 to rehabilitate the property.
2. Developer must create 4 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 $40,000.
4. City to award a Downtown Housing Incentive Grant in an amount of $40,000 ($10,000 x 4 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.

6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 13, 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 Hitzler Rental, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

Hitzler Rental, LLC, owned by local developer Tim Hitzler, is in the process of acquiring property located at 2541 Central Avenue with the intent of redeveloping the property. Hitzler has successfully redeveloped several properties in the Dubuque area including mixed use property at 1902 Central. Hitzler is also a stakeholder in Key City Creative, a collaborative maker space located on the Central Avenue Curve.

DISCUSSION

Hitzler Rental, LLC submitted an application for housing creation and the rehabilitation of the façade of 2541 Central Avenue. The property has been vacant and underutilized for many years. The applicant is proposing a $430,000 project that will create four new residential rental units, a micro-retail space, and restore the building façade. The micro-retail space will create an opportunity for local entrepreneurs and artisans to establish a visible, affordable presence in the neighborhood.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $430,000 to rehabilitate the property.
2. Developer must create 4 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 $40,000.
4. City to award a Downtown Housing Incentive Grant in an amount of $40,000 ($10,000 x 4 units).
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.
6. 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 public hearing, the City Council adopt the attached Resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
HITZLER RENTAL, 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 Hitzler Rental, LLC (Developer).

WHEREAS, Developer will be as of the Closing Date the owner of the real estate locally known as 2541 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

> Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City 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) 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 4th day of November, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 26th day of November, 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 Four Hundred Thirty-Seven Dollars ($437,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating four (4) 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 December 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 Sixty Thousand Five Hundred Dollars ($160,500) (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 Hitzler 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 Hitzler 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 Hitzler 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 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.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan for the façade is not approved, this grant will not be available for the Project.

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 cost 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. If the builder’s risk policy purchased includes “soft costs” associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

(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 cost 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 cost" 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 2.4), 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: Timothy J. Hitzler
Hitzler Rental, LLC
2655 Fulton Street
Dubuque, Iowa 52001

With copy to: Clemens, Walters, Conlon, Runde & Hiatt, L.L.P.
Jeffery E. Hiatt
2080 Southpark Court
Dubuque, IA 52003

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.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or

locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

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

HITZLER RENTAL, LLC

By Tim Hitzler
Timothy J. Hitzler, 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 J Legal Compliance

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 Hitzler Rental, 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

09252025bal

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 Hitzler Rental, 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

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 Hitzler Rental, 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 Hitzler Rental, LLC was made regarding the following described premises:

Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

09252025bal

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 cost 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 cost means one hundred percent of the replacement cost 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.

Tim Hitzler
_____
By: Timothy J. Hitzler, President

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Hitzler Rental, 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:

Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City 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

EXHIBIT J
LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

Prepared by Ian C. 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

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HITZLER RENTAL, LLC FOR THE REDEVELOPMENT OF THE PROPERTY AT 2541 CENTRAL AVENUE, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, Hitzler Rental, LLC will be as of the Closing Date the owner of the property legally described as follows:

Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa

locally known as 2541 Central Avenue (the Property); and

WHEREAS, the City Council, by Resolution No. 316-25, dated October 6, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Hitzler Rental, LLC, for the redevelopment 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 October 20, 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 Hitzler Rental, 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 THAT:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Hitzler Rental, 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 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC 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 1248 Iowa St, LLC 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 1248 Iowa St, LLC For The Redevelopment Of The Property At 1236-1248 Iowa 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

1248 Iowa St, LLC is managed by Josh Jansen. Jansen has successfully redeveloped 1047 Bluff Street creating new rental units and a historic tax credit redevelopment of the building exterior. Jansen is also involved with the ongoing revitalization project at 1602 Central Avenue which is on track to be substantially completed January 2026.

1248 Iowa St, LLC submitted an application for housing creation and the rehabilitation of the façade of 1236-1248 Iowa Street. 1248 Iowa St, LLC is proposing a $2,700,000 project that will create 13 new residential rental units and restore the building façade. Typically, a project is only eligible for one $35,000 downtown rehabilitation grant. However, since the project spans two tax parcels, staff have reviewed the grant program policy and recommend awarding two $35,000 downtown rehabilitation grants.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $2,700,000 to rehabilitate the property.
2. Developer must create 13 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 $150,000.
4. City to award a Downtown Housing Incentive Grant in an amount of $130,000 ($10,000 x 13 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000 for 1236 Iowa Street.

6. City to award a Downtown Rehabilitation Grant not to exceed $35,000 for 1248 Iowa Street.
7. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 14, 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 1248 Iowa St, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

1248 Iowa St, LLC is managed by Josh Jansen. Jansen has successfully redeveloped 1047 Bluff Street creating new rental units and a historic tax credit redevelopment of the building exterior. Jansen is also involved with the ongoing revitalization project at 1602 Central Avenue which is on track to be substantially completed January 2026. The upper stories at 1236-1248 Iowa Street are in poor condition and vacant and underutilized. The rear portion of the building requires stabilization.

DISCUSSION

1248 Iowa St, LLC submitted an application for housing creation and the rehabilitation of the façade of 1236-1248 Iowa Street. 1248 Iowa St, LLC is proposing a $2,700,000 project that will create 13 new residential rental units and restore the building façade. Typically, a project is only eligible for one $35,000 downtown rehabilitation grant. However, since the project spans two tax parcels, staff have reviewed the grant program policy and recommend awarding two $35,000 downtown rehabilitation grants.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $2,700,000 to rehabilitate the property.
2. Developer must create 13 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 $150,000.
4. City to award a Downtown Housing Incentive Grant in an amount of $130,000 ($10,000 x 13 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000 for 1236 Iowa Street.
6. City to award a Downtown Rehabilitation Grant not to exceed $35,000 for 1248 Iowa Street.
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 public hearing, the City Council adopt the attached Resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
1248 IOWA ST, 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 1248 Iowa St, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1236-1248 Iowa Street, Dubuque, Iowa and legally described as follows (the Property):

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map 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 4th day of November, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 26th day of November, 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 Two Million Seven Hundred Thousand Dollars ($2,700,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating thirteen (13) 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 December 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 Four Hundred Seventy-Nine Thousand Seven Hundred Dollars ($479,700) (the Baseline Valuation). City and Developer agree the Property was assessed as of January 1, 2025 as follows:

1236 Iowa St (PIN 1024417003): $165,800
1248 Iowa St (PIN 1024417002): $313,900

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 1248 Iowa St 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 1248 Iowa St 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 1248 Iowa St 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 One Hundred Thirty Thousand Dollars ($130,000.00) (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:

1236 Iowa St (PIN 1024417003): 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:

(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.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan

for the façade is not approved, this grant will not be available for the Project.

1248 Iowa St (PIN 1024417002): 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:

(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.

(4) A final design plan for the façade must be approved by City staff on the terms and conditions set forth in a Design Letter to be issued by City. If a final design plan for the façade is not approved, this grant will not be available for the Project.

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 cost 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. If the builder’s risk policy purchased includes “soft costs” associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

(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 cost 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 cost" 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 2.4), 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: Josh Jansen
1248 Iowa St, LLC
Dubuque, Iowa 52001

With copy to: Drake Law Firm PC
Samuel M. Degree
300 Main St #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.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at

Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

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

1248 IOWA ST, LLC

By _____
Josh Jansen, Organizer

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 J Legal Compliance

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 1248 Iowa St, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ___ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for 1248 Iowa St, 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 1248 Iowa St, 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 1248 Iowa St, LLC was made regarding the following described premises:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

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

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 cost 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 cost means one hundred percent of the replacement cost 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: Timothy J. Hitzler, President

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to 1248 Iowa St, 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:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map 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

EXHIBIT J
LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

Prepared by Ian C. 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

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1248 IOWA ST, LLC FOR THE REDEVELOPMENT OF THE PROPERTY AT 1236-1248 IOWA STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, 1248 Iowa St, LLC is the owner of the property legally described as follows:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof

locally known as 1236-1248 Iowa Street (the Property); and

WHEREAS, the City Council, by Resolution No. 318-25, dated October 6, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and 1248 Iowa St, LLC, for the redevelopment 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 October 20, 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 1248 Iowa St, 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 THAT:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and 1248 Iowa St, 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 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling 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 a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling 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 Ned Oberbroeckling For The Redevelopment Of The Property At 372 Main 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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 15, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

The property at 372 Main Street is one of the last buildings on Lower Main to be revitalized. The building has been vacant for some time and has begun deteriorating. Ned Oberbroeckling, the owner of 372 Main Street, previously worked with the City to restore 253 Main Street including the creation of new housing units and restoration of the building's exterior.

Ned Oberbroeckling submitted an application for housing creation and the rehabilitation of the façade of 372 Main Street. The applicant is proposing a $600,000 project that will create four new residential rental units, rehabilitate the first-floor commercial space, and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $600,000 to rehabilitate the property.
2. Developer must create 2 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 $50,000.
4. City to award a Downtown Housing Incentive Grant in an amount of $20,000 ($10,000 x 2 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.
6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 14, 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 Ned Oberbroeckling providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

The property at 372 Main Street is one of the last buildings on Lower Main to be revitalized. The building has been vacant for some time and has begun deteriorating. Ned Oberbroeckling, the owner of 372 Main Street, previously worked with the City to restore 253 Main Street including the creation of new housing units and restoration of the building's exterior.

DISCUSSION

Ned Oberbroeckling submitted an application for housing creation and the rehabilitation of the façade of 372 Main Street. The applicant is proposing a $600,000 project that will create four new residential rental units, rehabilitate the first-floor commercial space, and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $600,000 to rehabilitate the property.
2. Developer must create 2 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 $50,000.
4. City to award a Downtown Housing Incentive Grant in an amount of $20,000 ($10,000 x 2 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.
6. 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 public hearing, the City Council adopt the attached Resolution approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
NED OBERBROECKLING

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 Ned Oberbroeckling (Developer).

WHEREAS, Developer is the owner of the real estate legally described as follows:

> The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

locally known as 372 Main Street (the Property); and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 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 sole proprietor 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 4th day of November, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 26th day of November, 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 Six Hundred Thousand Dollars ($600,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating two (2) 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 December 1, 2025, and shall be substantially completed by December 31, 2026. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit I and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at https://cityofdubuque.org/2980/Secure-Dubuque.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2028 May 1, 2029

November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2025 of Three Hundred Nine Thousand Two Hundred Dollars ($309,200) (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 Hitzler 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 Hitzler 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 Hitzler 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 Twenty Thousand Dollars ($20,000.00) (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 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 cost 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. If the builder’s risk policy purchased includes “soft costs” associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

(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 cost 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 cost" 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 2.4), 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: Ned Oberbroeckling
2203 Eldie Drive
Asbury, IA 52002

With copy to: Locher & Davis, PLC
George A. Davis
225 1st Ave E
Dyersville, IA 52040

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.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit J, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

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

NED OBERBROECKLING

By _____
Ned Oberbroeckling

Attest:

_____
Adrienne N. Breitfelder, City Clerk

09252025bal

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 J	Legal Compliance

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 Ned Oberbroeckling (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

09252025bal

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 Ned Oberbroeckling (Developer), in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 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 sole proprietor 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 Ned Oberbroeckling (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 Ned Oberbroeckling was made regarding the following described premises:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) 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

09252025bal

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

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 cost 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 cost means one hundred percent of the replacement cost 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.

_____
Ned Oberbroeckling

EXHIBIT I

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Ned Oberbroeckling (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 Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) 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

EXHIBIT J
LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

Prepared by Ian C. 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

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND NED OBERBROECKLING FOR THE REDEVELOPMENT OF THE PROPERTY AT 372 MAIN STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, Ned Oberbroeckling is the owner of the property legally described as follows:

> The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa.

locally known as 372 Main Street (the Property); and

WHEREAS, the City Council, by Resolution No. 317-25, dated October 6, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Ned Oberbroeckling, for the redevelopment 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 October 20, 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 Ned Oberbroeckling 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 THAT:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Ned Oberbroeckling, 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 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 4.

ITEM TITLE:	Comiskey Park Environmental Covenant
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt a resolution approving the Iowa Land Recycling Program Environmental Covenant with the Iowa Department Of Natural Resources for Comiskey Park, and City Manager recommending approval. **RESOLUTION** Approving The Iowa Land Recycling Program Environmental Covenant Between The City Of Dubuque, Iowa And The Iowa Department Of Natural Resources
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo_Comiskey Park_09-24-2025
3. Comiskey EC Resolution
4. Comiskey Environmental Covenant_signed

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: Comiskey Park Environmental Covenant

DATE: October 14, 2025

Senior Counsel Barry Lindahl advises the cleanup of City owned-property at Comiskey Park is complete and the city is now at the environmental covenant phase, as requested by the Iowa Department of Natural Resources. The soil does not require a covenant, however the groundwater beneath the City property remains contaminated from adjacent property.

The proposed Environmental Covenant imposes limitations on the use of the property:

1. No drinking water or non-drinking water wells shall be installed within the Property boundaries.
2. No subsurface work will be completed below 2 feet below ground surface without notification of the Iowa Department of Resources and submission and acceptance of a Soil and Groundwater Management Plan.

The Environmental Covenant places other restrictions and conditions on the property.

Senior Counsel Barry Lindahl is recommending adoption of the resolution.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Matthew Kalcevich, Parks and Recreation Director
Stephen Fehsal, Park Division Manager
Gus Psihoyos, City Engineer
Jill Connors, Economic Development Director
Jim Bousley, Project Manager

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

TO: Michael C. Van Milligen
City Manager

DATE: October 20, 2025

RE: **COMISKEY PARK ENVIRONMENTAL COVENANT**

The cleanup of City owned-property at Comiskey Park, shown on Exhibit A, is complete and we are now at the environmental covenant phase, as requested by the Iowa Department of Natural Resources. The soil does not require a covenant, however the groundwater beneath the City property remains contaminated from adjacent property.

The proposed Environmental Covenant, attached, imposes limitations on the use of the property:

1. No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the Property boundaries. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food). "Non-drinking water well means," any groundwater well not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49". The foregoing provision does not limit, restrict, or prohibit (i) extraction wells used as part of a remediation system, or (ii) dewatering activities required to perform municipal construction projects.
2. No subsurface work will be completed below 2 feet below ground surface without notification of the DNR and submission and acceptance of a Soil and Groundwater Management Plan (SGMP).

The Environmental Covenant places other restrictions and conditions on the property. City departments need to be aware of these restrictions and conditions.

I request that the attached Resolution approving the Environmental Covenant be submitted to the City Council for consideration and approval.

Attachments

BAL:JLM

cc: Crenna Brumwell, City Attorney
Matthew Kalcevich, Parks and Recreation Director
Stephen Fehsal, Park Division Manager
Gus Psihoyos, City Engineer
Jill Connors, Economic Development Director
Jim Bousley, Project Manager
Emily Smart, Project Manager II, Eocene Environmental Group
Conner Wasson, Esq.

Parcel 1013451018

8/14/2025, 7:45:36 AM

1:2,952

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.11 km

Dubuque County GIS

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

RESOLUTION ____ - 25

APPROVING THE IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT BETWEEN THE CITY OF DUBUQUE, IOWA AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the City of Dubuque, Iowa is the owner of the property known as Comiskey Park, described in the attached Environmental Covenant, Exhibit A; and

WHEREAS, the cleanup of the property at Comiskey Park is complete but the groundwater beneath the property remains contaminated from adjacent property; and

WHEREAS, the Iowa Department of Natural Resources has requested that the City Council adopt the Environmental Covenant which imposes limitations on the use of the property and places other restrictions and conditions on the property; and

WHEREAS, the City Council finds that the adoption of the Environmental Covenant is in the best interests of the City of Dubuque.

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

Section 1. The Environmental Covenant is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the Environmental Covenant on behalf of the City of Dubuque.

Section 3. The City Clerk is hereby authorized and directed to record the Environmental Covenant with the Dubuque County Recorder.

Section 4. The City Manager is hereby authorized and directed to take such action as may be appropriate to carry out the terms and conditions of the Environmental Covenant.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

ENVIRONMENTAL COVENANT

Recorder's Cover Sheet

Preparer Information:

Taxpayer Information:
City of Dubuque, Iowa
Attn: City Clerk
50 W. 13th Street
Dubuque, IA 52001

Return Address:

Grantor:
City of Dubuque, Iowa

Grantees:
N/A

Legal Description:
See page ___

IOWA LAND RECYCLING PROGRAM
ENVIRONMENTAL COVENANT

This Iowa Land Recycling Program Environmental Covenant (this "Covenant") is established pursuant to Iowa Code (IC) 455I entitled Uniform Environmental Covenants Act.

City of Dubuque, Iowa (the "Grantor") and the Iowa Department of Natural Resources (the "Department") in its capacity as an agency of the State of Iowa, enter into this Covenant for the purpose of subjecting the real estate described below to certain activity and use limitations in accordance with the terms and conditions as specified herein pursuant to the authority granted the Department in IC §§ 455B.103(7) and 455H.206 and Department rules in chapter 567 Iowa Administrative Code (IAC) 137.

1. **Affected Property**. The Grantor is the fee title owner of the real estate legally described on Exhibit A (the "Property").

2. **Land Recycling Program Risk Management**. The Property is enrolled in the Department's Land Recycling Program (the "LRP") established in IC chapter 455H and administered under Department rules in chapter 567 IAC 137.

Under the LRP, the environmental response project as defined in IC § 455I.2(5) has consisted of a soil and groundwater investigation and risk assessment of an affected area which includes the Property. This response action has been undertaken by the City of Dubuque, Iowa. The only remaining contamination on the Property following the response action is the presence of petroleum hydrocarbon in groundwater. The final requirement in the approved a response action plan before a no further action certificate is approved and recorded by the Department is the implementation of this Covenant, which was approved as an institutional control in a June 6, 2025 letter from the Department.

3. **Institutional Controls.** IC § 455H.206 and Department rules in chapter 567 IAC 137 authorize the use of an environmental covenant as an institutional control. The purpose of this Covenant is to manage the risk of future exposure to existing contaminant conditions by limiting specified land use activities at the Property, establishing affirmative obligations and enforcing the terms of this Covenant.

4. **Reopening.** The signatories to this Covenant acknowledge that failure of the activity and use limitations enumerated in section eight (8) to serve their intended purpose of preventing the risk of exposure to contaminant conditions could result in the Department reopening review and regulation of the Property to the extent allowed under the terms of this Covenant, IC chapters 455H and 455I, and applicable Department administrative rules.

5. **Identity of Grantor and Holder(s):**

GRANTOR/HOLDER: City of Dubuque, Iowa

AGENCY/HOLDER: Iowa Department of Natural Resources

6. **Representations and Warranties**. The Grantor warrants to the other signatories to this Covenant the following:

a. that the Grantor owns fee title to the Property, subject only to easements, restrictions, and local use ordinances;
b. that the Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Covenant free of any conflicting legal and equitable claims, subject to fulfillment of the requirements of applicable law, including Iowa Code § 364.7 ;
c. that the Grantor has identified all other persons holding legal or equitable interests in the Property, including but not limited to contract buyers, mortgage holders, other consensual lienholders, and lessees and secured their consent by signatures on this Covenant .

7. **Running with the Land**. This Covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this Covenant are binding on the Grantor and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the Property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

8. **Activity and Use Limitations and Terms**. The Property is subject to the following use limitations and terms:

1. No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the Property boundaries. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food). "Non-drinking water well means," any groundwater well not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49". The foregoing provision does not limit, restrict, or prohibit (i) extraction wells used as part of a remediation system, or (ii) dewatering activities required to perform municipal construction projects.
2. No subsurface work will be completed below 2 feet below ground surface without notification of the DNR and submission and acceptance of a Soil and Groundwater Management Plan (SGMP).

9. **Notice of Non-Compliance.** Any Property owner or subsequent transferee of an interest in the Property shall notify the Department as soon as reasonably possible of conditions which would constitute a breach of the activity and use limitations in this Section 8 if they have actual knowledge of these conditions. Notification by letter posted to the address noted in section 19 or a telephone call to the primary phone number for the Department listed on the Department's then-current website shall be deemed compliance with the requirements of this Section 9.

10. **Notice to Lessees.** Grantor, any holder(s) with a property interest sufficient to grant a lease of the Property, and any subsequent transferee shall incorporate the activity and use limitations of this Covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the Property.

11. **Access to Property.** Reasonable access to the Property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this Covenant. The Department, its authorized representatives, or other persons entitled to access shall provide the then-current owner of the Property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access for purposes of ensuring implementation of this Covenant may include, but is not limited to, the following activities:

a. repair and maintenance of existing remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
b. repair and maintenance of existing fencing and other technological controls
c. groundwater sampling and monitoring required by applicable law
d. drilling necessary to conduct groundwater sampling or monitoring required by law
e. construction of soil boring and/or groundwater monitoring wells necessary to conduct groundwater sampling or monitoring required by law
f. other activities authorized or otherwise directed by the Department necessary to comply with applicable law.

12. **Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if "hazardous waste" exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this environmental covenant in substantially the following form:

> THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED *[date month, day, year]* RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE *DUBUQUE* COUNTY RECORDER ON *[date month, day, year]* IN *[document, book and page, or parcel number]*.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

1. No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the Property boundaries. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food). "Non-drinking water well means," any groundwater well not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49". The foregoing provision does not limit, restrict, or prohibit (i) extraction wells used as part of a remediation system, or (ii) dewatering activities required to perform municipal construction projects.

2. No subsurface work will be completed below 2 feet below ground surface without notification of the DNR and submission and acceptance of a Soil and Groundwater Management Plan (SGMP).

13. **Modification and Termination.** Modification or termination of the terms of this Covenant shall comply with the standards in IC chapter 455H.206 and applicable Department administrative rules. The terms of this Covenant may be modified or terminated by written consent of the Director of the Department, the then-current fee simple title owner of the Property, and all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this Covenant shall be in accordance with IC § 455I.9.

14. **Enforcement.** The terms of this Covenant may be enforced in a civil action for injunctive or other equitable relief by the Department, the Grantor, and those persons authorized by and in accordance with IC § 455I.11.

15. **Severability.** If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **Governing Law**. This Covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

17. **Recordation.** Within thirty (30) days after Department approval of this Covenant, the Grantor shall record this Covenant in the office of the Dubuque County Recorder's Office.

18. **Effective Date**. The effective date of this Covenant shall be the date upon which the fully executed Covenant has been properly recorded with the Dubuque County Recorder's Office.

19. **Notice**. Unless otherwise notified in writing by the Department, any document or communication required by this Covenant shall be submitted to:

Iowa Department of Natural Resources
Land Recycling Program
6200 Park Ave, Ste 200
Des Moines, IA 50321

20. **Subordination and Consent**. By signing this Covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this Covenant and agree to subordinate their interest in the Property. The following persons have expressly consented and subordinated interests: Interstate Power and Light Company, subordinating its Transmission Line Easement recorded September 26, 1961 in Easement Book 175 at Page 425.

ACKNOWLEDGMENTS

GRANTOR/HOLDER

CITY OF DUBUQUE IOWA

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

NOTARY PUBLIC

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

SUBORDINATED EASEMENT HOLDER
INTERSTATE POWER AND LIGHT COMPANY

By: Heather Dee
Heather Dee
Manager of Real Estate and Right of Way, Joint Facilities, and Permitting

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this 30th day of September 2025, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Heather Dee, who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed on behalf of Interstate Power and Light Company.

Mary J. Montgomery
Notary Public in and for said State

MARY J MONTGOMERY
Notarial Seal - IOWA
Commission No. 784124
My Commission Expires May 16, 2026

AGENCY/HOLDER:

Kayle Lyon Signed this 1st day of Oct ,2025.
Kayla Lyon, Director
Iowa Department of Natural Resources

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF POLK)

ALICIA PLATHE
Commission Number 830386
My Commission Expires
2/24/27

On this 1st day of October, 2025, before me personally appeared Kayle Lyon known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument and acknowledged that this person executed the same as his/her/their voluntary act and deed.

Alicia Plathe
Notary Public in and for Polk County

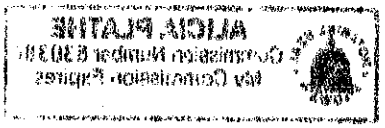

ALICIA PALATINE
Commission Number 6 3 0 3 1
My Commission Expires

EXHIBIT A
Legal Description of Affected Property

Lot 13 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy' s Addition in the city of Dubuque, Iowa, according to the recorded Plat of said Subdivision, (generally described as Lot 13 in O.S. Langworthy's Subdivision, in the City of Dubuque, Iowa);

Lot 14 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition in the city of Dubuque, Iowa, according to the recorded Plat of said Subdivision, (generally described as Lot 14 in O.S. Langworthy's Subdivision, in the City of Dubuque, Iowa);

Lot 15 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition (generally known as Lot 15 in O.S. Langworthy's Addition, Dubuque, Iowa) in the City of Dubuque, Iowa according to the recorded Plat thereof;

Lot 16 in Orrin S. Langworthy's Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy's Addition, in the City of Dubuque, Iowa, according to the recorded Plat thereof;

Lot 17 in the Subdivision of Lots 192, 193, 194 and 195 in L.H. Langworthy' s Addition, City of Dubuque, Iowa, (Said subdivision generally called O.S. Langworthy's Subdivision), according to the recorded Plat thereof;

The Northerly ½ of Lot 18 in the Subdivision of Lots 192, 193, 194 and 195, L.H. Langworthy's Addition (generally known as O.S. Langworthy's Subdivision) in the City of Dubuque, Iowa, according to the recorded plat thereof;

Lot 20 in the Subdivision of Lots 192, 193, 194 and 195, L.H. Langworthy's Addition in the City of Dubuque, Iowa (generally known as O.S. Langworthy's Subdivision) according to the recorded Plat thereof;

The South one-half of Lot 18 in O.S. Langworthy's Subdivision in the City of Dubuque, Iowa, according to the recorded plat thereof;

Lot 19 in O.S. Langworthy's Subdivision in the City of Dubuque, Iowa, according to the recorded plat thereof;

The North ½ of Lot 21 in O.S. Langworthy's Subdivision, in the city of Dubuque, Iowa, according to the recorded plat thereof;

The South ½ of Lot 21 in 0. S. Langworthy's Subdivision of Lots 192, 193, 194 and 195 in L. H. Langworthy' s Addition in the City of Dubuque, Iowa, according to the recorded plat thereof;

The Southerly ½ of Lot 22 and the Northerly 6 feet of Lot 23 in 0. S. Langworthy's Subdivision in the City of Dubuque, Iowa, according to the recorded plat thereof; and

The South 44 feet of Lot 23 of the Subdivision of Lots 192, 193, 194 and 195 in L. H. Langworthy's Addition in the City of Dubuque, Iowa (generally known as 0. S. Langworthy's Subdivision), according to the recorded plat thereof

Lot 24 in the Subdivision of Lots 192, 193 and 195 in L.H. Langworthy's Addition in the City of Dubuque, Iowa, according to the recorded Plat of said Subdivision, (generally described as Lot 24 in O.S. Langworthy's Subdivision, in the City of Dubuque, Iowa).

4900-7247-8809-1\17872-1021

Copyrighted
October 20, 2025

City of Dubuque
City Council

PUBLIC HEARINGS # 5.

ITEM TITLE:	Fiscal Year 2026 First Budget Amendment
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approval of the first Fiscal Year 2026 Budget Amendment, which amends the Fiscal Year 2026 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support for, and City Manager recommending approval. **RESOLUTION** Amending The Current Budget For Fiscal Year Ending June 2026 (As Last Certified Or Amended On 04/28/2025)
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Amend#1-26 MVM memo Hearing 2025_10_14
2. Amend#1-26 Public Hearing_Staff Memo_2025_10_14
3. 26 Amend 1 Adoption Resolution
4. 2026 Amendment 1 Council REVISED 2025.10.14.0
5. 26 Amend 1 Notice of Pub Hearing

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fiscal Year 2026 First Budget Amendment

DATE: October 14, 2025

Chief Financial Officer Jennifer Larson is recommending approval of the first Fiscal Year 2026 Budget Amendment, which amends the Fiscal Year 2026 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support for. Second, the amendment includes Fiscal Year 2025 budget carryovers to Fiscal Year 2026 of encumbrances totaling $74,048,640, capital projects totaling $99,461,931 that were not completed during the prior Fiscal Year, and associated revenues totaling $84,855,153. There are operating budget appropriation carryovers of $5,092,587 and operating receivables of $3,539,873. Also, total transfers between funds of $9,899,509 are reflected.

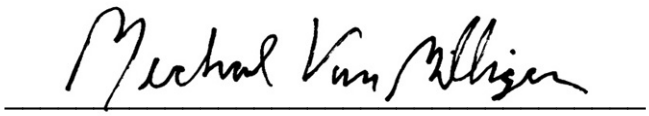
The capital budget amendment totals an increase of $6,978,396, with an increase in associated revenue of $9,669,498.

Amongst other things the capital budget amendment adds City Council priority projects:

- Eagle Point Park Shiras Pavilion Renovation $40,000 (in addition to existing funding of $57,000);
- Resurface Tennis Courts $606,000 (Eagle Point Park, Flora Park, Murphy Park);
- Madison Park play equipment $108,200;
- Murphy Park play equipment $96,571;
- Gay Park play equipment $176,794;
- Jefferson Park play equipment $230,000;
- Eagle Point Park Veranda Room Roof Replacement $51,000;
- Eagle Point Park Historic Structures review $40,000;
- Eagle Point Park Terrace Room Roof Replacement $40,000;
- Eagle Point Park Tree Trimming and Bluff Clearing $150,000;
- Public Works Building Improvements and Asphalt Paver Replacement $1,532,230.

The operating budget amendments total an increase of $3,837,661, with a decrease in associated revenue of $220,379.

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



Michael C. Van Milligen

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Fiscal Year 2026 First Budget Amendment

DATE: October 14, 2025

The purpose of this memorandum is to provide an explanation regarding the first amendment for Fiscal Year 2026. This amendment is twofold. First, it amends the Fiscal Year 2026 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support. Second, the amendment includes Fiscal Year 2025 budget carryovers to Fiscal Year 2026 of encumbrances totaling $74,048,640, capital projects totaling $99,461,931 that were not completed during the prior Fiscal Year, and associated revenues totaling $84,855,153. There are operating budget appropriation carryovers of $5,092,587 and operating receivables of $3,539,873. Also, total transfers between funds of $9,899,509 are reflected.

CARRYOVER AMENDMENT TO FISCAL YEAR 2026

CAPITAL BUDGET CARRYOVER AMENDMENT

Some significant projects were started and remain in process, which are carried forward into Fiscal Year 2026. The most significant of the capital project expenditure carryovers, including associated revenue, are:

Project	Carryover Amount
14th Street Overpass	9,949,405
Reconstruct Taxiway	9,175,319
HS WASTE RECEIVE & STORAGE	7,323,008
Parking Ramp Maintenance	6,550,794
Private Lead Line Removal	5,671,555
Federal Building Renovation	4,042,005
Bee Branch Gate & Pump	3,376,062
Smart Parking System	2,565,773
Schmitt Island Sanitary Sewer	2,515,930
STREETS Traffic Control	2,141,005
Source Water PFAS Reduction	1,769,200
SCADA and Communication	1,731,637
SWA Main Ext - HWY20	1,618,527
CEDAR/TERM ASSESSMENT	1,526,079
Branching Out Dubuque Grant	1,378,343

Project	Carryover Amount
POD RIVERFRONT DOCK	1,343,677
Housing Trust Fund	1,026,557
Pavement Rehabilitation	1,022,670
WRRC Industrial Controls	1,013,227
Auburn and Custer Pavement	1,000,000
HVAC replacement Fire Headquarters	986,038
Finance ERP System	944,186
Villa Wall Reconstruction	943,978
Curb Ramp Program	802,232
Port of Dubuque Ramp	704,580
Water Meter Replacement	701,943
FLOOD CONTROL MAINT	639,233
Fire Department Bunk Remodel	628,581
PERV PAVE BB RR SPONSORSHIP	593,809
Port of Dubuque Parking Lot Resurface	585,000
Five Flags Building Renovation	574,975
Four Mounds Land Acquisition	564,000
City Hall Annex Remodel - Other Capital Outlay	520,000
REPLACE FIXED ROUTE BUSES	488,082
SOUTH PORT REDEVELOPMENT	482,263
MAIN EXT TO NEW DEVELOPMENT	463,340
Public lead line removal	418,032
City Hall Remodeling	411,926
Combination Jet/Vacuum Sewer Maintenance	405,000
Auburn and Custer Sewer	401,799
Terminal Building Exit Lane Modification	399,700
Green Space Historic Millwork District	394,760
Granger Creek Lift Station	360,081
Central Ave Housing Incentives	360,000
CDBG - Purchase, Rehab, Resale	350,510
Facility Management Plan Update	350,079
Federal Building Drainage Improvements	342,371
Ice Harbor Gates Fender Replacement	331,507
Water main replacement-Sewer Consent Decree	330,000
Downtown Housing Creation	330,000
Ice Center Generator	326,097
Grand River Center Public Restroom Remodel	320,345
Street Camera Installation	312,649
JACKSON PARK AMENITIES	311,639
WTP Roof Repair	309,190
RRP Reserves	309,099

OPERATING BUDGET CARRYOVER AMENDMENT

The most significant operating budget carryovers into Fiscal Year 2026 include such items as:

Activity	Carryover Amount
Project Engineering - Technology Equipment	487,160
Conference Center Administration - Building Maintenance	304,197
Civic Center Administration - Technology Equipment	288,630
Civic Center Administration - Payments to Other Agencies	280,980
Snow and Ice Control - Salt	260,875
Civic Center Administration - Other Equipment	257,378
Conference Center Administration - Other Equipment	239,235
Project Engineering - Traffic Security Cameras	231,238
Conference Center Administration - Other Capital Equipment	192,768
Accounting - Other Professional Service	161,000
Snow and Ice Control - Equipment Maint/Repair	131,931
Civic Center Administration - Technology Equipment	129,753
Parking Ramps - Technology Equipment	126,263
DMASWA Non-Reported - Other Capital Equipment	120,000
Parks Forestry - Vehicles	109,775
Public Works Street Cleaning - Mowing Equipment	107,000
Parks Forestry - Tree Maintenance	88,794
DMASWA Non-Reported - Vehicles	85,000
Conference Center Administration - Payments to Other Agencies	77,035
Human Resources Administration - Technology Services	75,750
Street Maintenance - Heavy Equipment	75,000
Civic Center Administration - Other Capital Equipment	71,673
Planning Development Services - Other Professional Service	69,392
Park Areas and Maintenance - Other Contractual Service	68,989
SMART Grant - Conn Vehicles ECIA	68,410
Bus Operations - Vehicle Repair - Outsourced	63,632
Park Areas and Maintenance - Payments to Other Agencies	61,498
Parking Maintenance - Vehicles	60,452
CDBG Recreation - Payments to Other Agencies	57,120
Conference Center Administration - Equipment Maint/Repair	56,729
Park Areas and Maintenance - Building Maintenance	51,156

FIRST AMENDMENT TO THE FISCAL YEAR 2026 CERTIFIED BUDGET

There have been numerous actions by City Council and changes requiring amendments for the Fiscal Year 2026 budget.

CAPITAL BUDGET AMENDMENT

The capital budget amendment totals an increase of $6,978,396, with an increase in associated revenue of $9,669,498. The capital amendment includes increases for new revenue, which include WRRC Incident Insurance Settlement ($4,000,000), Fire Engine Replacement Bond Proceeds ($1,457,280), Housing Trust Fund State Grants ($792,954),

Lead and Healthy Homes Grant ($216,880), Older Adults Home Modification Grant ($295,200), Healthy Homes Production Grant ($375,417), Re-imagine Comiskey State Grant ($1,980,699), Areas of Persistent Poverty Federal Grant ($225,000), Fiber Partnerships County Contributions ($150,000), Bee Branch Trail Connect State Grant ($214,588), Harbor Area Maintenance IDNR and Private Contributions ($270,100), and Community Catalyst Building Remediation State Grant ($40,000). The capital amendment reduces projects for pre-spending Fiscal Year 2026 funds: Sanitary Lining Program (-$100,000), Old Mill Road Lift Station (-$6,301,053), Bee Branch Pump & Gate Replacement (-$4,167,345).The amendment adds additional funding to Five Flags Building Improvements ($556,656), increases the Wells/Well Field Rehab budget ($181,898), adds funding for a second generator at the Ice Center ($225,000), and increases the Private Lead Line Replacement Program budget ($262,077).

This capital budget amendment adds City Council priority projects: Eagle Point Park Shiras Pavilion Renovation $40,000 (in addition to existing funding of $57,000), Resurface Tennis Courts $606,000 (Eagle Point Park, Flora Park, Murphy Park), Madison Park $108,200, Murphy Park $96,571, Gay Park $176,794, Jefferson Park $230,000, Eagle Point Park Veranda Room Roof Replacement $51,000, Eagle Point Park Historic Structures $40,000, Eagle Point Park Terrace Room Roof Replacement $40,000, Eagle Point Park Tree Trimming and Bluff Clearing $150,000, and Public Works Building Improvements and Paver Replacement $1,532,230.

OPERATING BUDGET AMENDMENT

The operating budget amendments total an increase of $3,837,661, with a decrease in associated revenue of $220,379. The operating amendment expense includes new grants of $155,978 for Older Adults Home Modification, Health Track 3 Maintenance & Advancement $23,500, and HRDP Grant for Black Heritage Survey $15,000. Increase in Parks Pay to Other Agency for Linwood Cemetery $110,000. $2,500,000 is included for Airport Minimum Revenue Guarantee. Adds $281,100 in technology services for Housing Inspection and Construction Services for a one-year extension of Accela permitting software and addition of the maintenance contract for the new permitting software.

The action step is for City Council to adopt the attached resolution approving the Fiscal Year 2025 first budget amendment.

Attachments
JML

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2026 - AMENDMENT # 1

To the Auditor of DUBUQUE County, Iowa:

The City Council of DUBUQUE in said County/Counties met on 10/20/2025 06:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 26-

A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2026

(AS LAST CERTIFIED OR AMENDED ON 04/28/2025)

Be it Resolved by the Council of City of DUBUQUE

Section 1. Following notice published/posted 10/10/2025 and the public hearing held 10/20/2025 06:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	29,172,794	0	29,172,794
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	29,172,794	0	29,172,794
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	24,685,619	0	24,685,619
Licenses & Permits	7	4,477,648	0	4,477,648
Use of Money & Property	8	22,190,268	45,440,785	67,631,053
Intergovernmental	9	58,245,768	0	58,245,768
Charges for Service	10	52,698,361	-75,000	52,623,361
Special Assessments	11	117,657	0	117,657
Miscellaneous	12	15,227,555	6,138,146	21,365,701
Other Financing Sources	13	29,356,784	46,340,214	75,696,998
Transfers In	14	45,969,433	9,899,509	55,868,942
Total Revenues & Other Sources	15	282,141,887	107,743,654	389,885,541
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	40,879,248	1,172,163	42,051,411
Public Works	17	17,726,454	4,522,570	22,249,024
Health and Social Services	18	1,107,942	99,948	1,207,890
Culture and Recreation	19	17,924,093	1,757,426	19,681,519
Community and Economic Development	20	22,517,323	6,292,714	28,810,037
General Government	21	16,444,880	2,170,542	18,615,422
Debt Service	22	12,424,200	0	12,424,200
Capital Projects	23	48,304,740	101,039,616	149,344,356
Total Government Activities Expenditures	24	177,328,880	117,054,979	294,383,859
Business Type/Enterprise	25	98,856,209	72,364,236	171,220,445
Total Gov Activities & Business Expenditures	26	276,185,089	189,419,215	465,604,304
Transfers Out	27	45,969,433	9,899,509	55,868,942
Total Expenditures/Transfers Out	28	322,154,522	199,318,724	521,473,246
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-40,012,635	-91,575,070	-131,587,705
Beginning Fund Balance July 1, 2025	30	107,815,546	86,248,805	194,064,351
Ending Fund Balance June 30, 2026	31	67,802,911	-5,326,265	62,476,646

Explanation of Changes: This amendment adds capital budget carryovers of $99,461,931 & associated revenue of $84,855,153 & encumbrance carryovers of $74,048,640 (continuing appropriation authority). Adds operating budget carryovers of $5,092,687 & associated revenue of $3,539,873, requiring a formal amendment. Also included is $6,978,396 increase in capital expense. Capital revenue increase of $9,669,498. Operating expense increase of $3,837,661 and operating revenue decrease of $220,379. Interfund transfers of $9,899,509.

10/20/2025

City Clerk/Administrator Signature of Certification | **Adopted On** | **Mayor Signature of Certification**

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
GENERAL FUND								
Police	76	02	Public Safety Software - County Contributions	-	469,141	100	100-11-0000-76-750-1170-05-02-44650	C/O
Police	76	02	Public Safety Software - Technology Equipment	129,333	-	100	100-11-0000-76-750-1170-00-02-65045	C/O
Police	10	01	Police Patrol - Safety Equipment	25,379	-	100	100-11-0000-10-110-1109-00-01-65054	C/O
Police	10	01	Alcohol Tobacco Compliance - Reimbursements	-	10,610	100	100-11-0000-10-110-1114-03-01-47100	Shift from Crim Invst.
Police	10	01	Criminal Investigation - Reimbursements	-	(10,610)	100	100-11-0000-10-110-1106-03-01-47100	Shift to Alc Tob Comp
Police	10	01	DARE - County Contributions	-	(41,425)	100	100-11-0000-10-110-1102-04-01-44650	Shift to Emer Comm
Police	10	01	Administration - Other Professional Service	100,000	-	100	100-11-0000-10-110-1101-00-01-64900	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - Meetings & Conferences	(1,525)	-	100	100-12-0000-10-130-1201-00-01-62400	Adjust to Actual
Emergency Communications	10	01	Emergency Communications - County Contributions	-	41,425	100	100-12-0000-10-130-1201-04-01-44650	Shift from Police
Emergency Communications	10	01	Emergency Communications - Technology Equipment	(400)	-	100	100-12-0000-10-130-1201-00-01-65045	Shift to 7769900002
Fire	76	02	Fire st 5 waterproof/driveway - Buildings	25,696	-	102	102-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Station 4 Improvements - Buildings	4,604	-	101	101-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Station 5 Struct Beam - Engineering - Internal	13,993	-	102	102-13-0000-76-750-1370-00-02-64075	C/O
Fire	10	01	Administration - Meetings & Conferences	(900)	-	100	100-13-0000-10-150-1301-00-01-62400	Adjust to Actual
Fire	10	01	Administration - Technology Equipment	(2,800)	-	100	100-13-0000-10-150-1301-00-01-65045	Shift to 7769900002
Office of Human Rights	30	01	Off of Equity and Human Rights - Meetings & Conferences	(585)	-	100	100-16-0000-30-399-1601-00-01-62400	Adjust to Actual
Office of Human Rights	30	01	Off of Equity and Human Rights - Technology Equipment	(800)	-	100	100-16-0000-30-399-1601-00-01-65045	Shift to 7769900002
Health	30	01	Track 3 Maintenance & Advancement B - Federal Grants	-	5,000	100	100-17-0000-30-340-1703-03-01-44000	New Grant
Health	30	01	Track 3 Maintenance & Advancement B - Federal Grants	-	15,000	100	100-17-0000-30-340-1703-03-01-44000	New Grant
Health	30	01	Track 3 Maintenance & Advancement B - Federal Grants	-	3,500	100	100-17-0000-30-340-1703-03-01-44000	New Grant
Health	30	01	Track 3 Maintenance & Advancement B - Education Reimbursement	3,500	-	100	100-17-0000-30-340-1703-00-01-62500	New Grant
Health	30	01	Inspections - Food - Meetings & Conferences	(915)	-	100	100-17-0000-30-340-1703-00-01-62400	Adjust to Actual
Health	30	01	Inspections - Food - Reimbursements	-	2,285	100	100-17-0000-30-340-1703-03-01-47100	C/O
Health	30	01	Inspections - Food - Education Reimbursement	935	-	100	100-17-0000-30-340-1703-00-01-62500	C/O
Health	30	01	Grants - State Grants	-	2,500	100	100-17-0000-30-340-1750-04-01-44400	C/O
Health	30	01	Animal Control - Technology Equipment	(800)	-	100	100-17-0000-30-399-1702-00-01-65045	Shift to 7769900002
Health	30	01	Inspections - Food - Technology Equipment	(1,200)	-	100	100-17-0000-30-399-1703-00-01-65045	Shift to 7769900002
Health	30	01	Administration - Technology Equipment	(800)	-	100	100-17-0000-30-399-1701-00-01-65045	Shift to 7769900002
Ice Center	40	01	Ice Center Admin - Technology Equipment	1,863	-	100	100-28-0000-40-460-2801-00-01-65045	Adjust to Actual
Ice Center	40	01	Ice Center Admin - Technology Equipment	11,000	-	100	100-28-0000-40-460-2801-00-01-65045	C/O
Ice Center	40	01	Ice Center Admin - Other Equipment	5,100	-	100	100-28-0000-40-460-2801-00-01-65050	C/O
Multicultural Family Center	40	01	Administration - Payments to Other Agencies	20,294	-	100	100-29-0000-40-460-2901-00-01-64130	C/O
Multicultural Family Center	40	01	Administration - Technology Equipment	(1,600)	-	100	100-29-0000-40-460-2901-00-01-65045	Shift to 7769900002
Parks Division	76	02	Street Tree Program - Other Contractual Service	2,500	-	102	102-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Eagle Point Park Stone Work - Other Capital Outlay	99,606	-	102	102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Flora Park Asphalt Paving - Services Other Depts	1,554	-	100	100-30-0000-76-750-3070-00-02-64005	C/O
Parks Division	76	02	Flora Park Asphalt Paving - Engineering - Internal	5,000	-	100	100-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	02	Flora Park Asphalt Paving - Other Capital Outlay	16,167	-	100	100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Cameras/Code Blue Phones - Other Contractual Service	5,266	-	102	102-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Cameras/Code Blue Phones - Other Capital Equipment	25,000	-	102	102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Ham House Roof Replacement - Engineering - Outsourced	14,500	-	102	102-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	02	Ham House Roof Replacement - Buildings	93,704	-	102	102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	Resurface Tennis Courts - Other Professional Service	84,000	-	100	100-30-0000-76-750-3070-00-02-64900	Adjust to Actual
Parks Division	76	02	PICKLEBALL - Other Capital Outlay	22,910	-	100	100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	MURPHY PARK ENTRANCE - Other Contractual Service	15,000	-	100	100-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Four Mounds Land Acquisition - State Grants	-	200,000	100	100-30-0000-76-750-3070-00-02-44400	C/O
Parks Division	76	02	Four Mounds Land Acquisition - Land	554,000	-	100	100-30-0000-76-750-3070-00-02-67300	C/O
Parks Division	76	02	Four Mounds Land Acquisition - Land	10,000	-	102	102-30-0000-76-750-3070-00-02-67300	C/O
Parks Division	76	02	Murphy Play Equipment - Engineering - Outsourced	15,064	-	102	102-30-0000-76-750-3070-00-02-64070	Adjust to Actual
Parks Division	76	02	Murphy Play Equipment - Other Capital Equipment	71,507	-	102	102-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	Murphy Play Equipment - Salaries-Regular Full Time	10,000	-	102	102-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	Murphy Play Equipment - Engineering - Outsourced	8,936	-	102	102-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	02	Murphy Play Equipment - Other Capital Equipment	52,125	-	102	102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	EPP Replace Walkway - Other Capital Outlay	84,666	-	102	102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	EPP Log Cabin Improvements - Engineering - Internal	8,000	-	102	102-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	02	EPP Log Cabin Improvements - Buildings	63,000	-	102	102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	EPP- Riverfront Pavilion - Engineering - Internal	5,000	-	102	102-30-0000-76-750-3070-00-02-64075	C/O
Parks Division	76	02	ITC Grant Tree/Park Devel - Other Capital Equipment	21,515	-	100	100-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Ham House Exterior/Landsc - Payments to Other Agencies	90,834	-	102	102-30-0000-76-750-3070-00-02-64130	C/O
Parks Division	76	02	EB Lyons Slope Stabilize - Other Professional Service	4,500	-	102	102-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	EB Lyons Slope Stabilize - Other Capital Outlay	34,710	-	102	102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Jefferson Park Play Equipment - Engineering - Outsourced	24,000	-	100	100-30-0000-76-750-3070-00-02-64070	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Parks Division	76	02	Jefferson Park Play Equipment - Other Capital Equipment	196,000	-	100	100-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	Jefferson Park Play Equipment - Salaries-Regular Full Time	10,000	-	100	100-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	EPP Historic Structures Report - Other Contractual Service	40,000	-	100	100-30-0000-76-750-3070-00-02-64990	Adjust to Actual
Parks Division	76	02	Veranda Room Roof Replacement - Engineering - Internal	8,000	-	100	100-30-0000-76-750-3070-00-02-64075	Adjust to Actual
Parks Division	76	02	Veranda Room Roof Replacement - Buildings	43,000	-	100	100-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	Terrace Room Roof Replacement - Buildings	40,000	-	100	100-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	EPP Tree Trimming and Bluff Clearin - Other Contractual Service	150,000	-	100	100-30-0000-76-750-3070-00-02-64990	Adjust to Actual
Parks Division	76	02	Ash Tree remove/Tree replcmnt - Other Capital Outlay	11,887	-	102	102-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Re-imagine Comiskey - Other Capital Outlay	45,454	-	100	100-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Re-imagine Comiskey - Other Capital Equipment	102,351	-	102	102-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Re-imagine Comiskey - Buildings	12,101	-	102	102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	HAM HOUSE - PAINT - Buildings	40,000	-	102	102-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Federal Grants	-	1,395,196	100	100-30-0000-76-750-3070-00-02-44000	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Salaries-Regular Full Time	241,344	-	100	100-30-0000-76-750-3070-00-02-60100	C/O
Parks Division	76	02	Branching Out Dubuque Grant - FICA - City Contribution	17,527	-	100	100-30-0000-76-750-3070-00-02-61100	C/O
Parks Division	76	02	Branching Out Dubuque Grant - IPERS - City Contribution	21,407	-	100	100-30-0000-76-750-3070-00-02-61300	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Life Insurance	164	-	100	100-30-0000-76-750-3070-00-02-61540	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Benefits & Costs	79,271	-	100	100-30-0000-76-750-3070-00-02-61990	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Tree Maintenance	732,248	-	100	100-30-0000-76-750-3070-00-02-63230	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Advertising	1,978	-	100	100-30-0000-76-750-3070-00-02-64020	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Printing	41,417	-	100	100-30-0000-76-750-3070-00-02-64140	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Rental - Equipment	44,550	-	100	100-30-0000-76-750-3070-00-02-64150	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Health Insurance	50,218	-	100	100-30-0000-76-750-3070-00-02-61510	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Professional Service	15,000	-	100	100-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Contractual Service	12,825	-	100	100-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Small Tools & Equipment	28,878	-	100	100-30-0000-76-750-3070-00-02-65040	C/O
Parks Division	76	02	Branching Out Dubuque Grant - Other Supplies	91,516	-	100	100-30-0000-76-750-3070-00-02-65990	C/O
Parks Division	40	01	Park Areas and Maintenance - Salaries-Regular Full Time	58,645	-	100	100-30-0000-40-430-3004-00-01-60100	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - FICA - City Contribution	4,486	-	100	100-30-0000-40-430-3004-00-01-61100	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - IPERS - City Contribution	5,536	-	100	100-30-0000-40-430-3004-00-01-61300	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - Health Insurance	13,423	-	100	100-30-0000-40-430-3004-00-01-61510	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - Life Insurance	46	-	100	100-30-0000-40-430-3004-00-01-61540	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - Hourly Wages - Temp/Seasonal	(33,602)	-	100	100-30-0000-40-430-3004-00-01-60300	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - FICA - City Contribution	(2,571)	-	100	100-30-0000-40-430-3004-00-01-61100	Adjust to Actual
Parks Division	40	01	Park Areas and Maintenance - IPERS - City Contribution	(3,172)	-	100	100-30-0000-40-430-3004-00-01-61300	Adjust to Actual
Parks Division	40	01	Linwood Cemetary - Payments to Other Agencies	110,000	-	100	100-30-0000-40-430-3012-00-01-64130	Adjust to Actual
Parks Division	40	01	Forestry - Tree Maintenance	88,794	-	100	100-30-0000-40-430-3002-00-01-63230	C/O
Parks Division	40	01	Forestry - Vehicles	109,775	-	100	100-30-0000-40-430-3002-00-01-67100	C/O
Parks Division	40	01	Park Areas and Maintenance - Building Maintenance	51,156	-	100	100-30-0000-40-430-3004-00-01-63100	C/O
Parks Division	40	01	Park Areas and Maintenance - Payments to Other Agencies	61,498	-	100	100-30-0000-40-430-3004-00-01-64130	C/O
Parks Division	40	01	Park Areas and Maintenance - Other Contractual Service	68,989	-	100	100-30-0000-40-430-3004-00-01-64990	C/O
Parks Division	40	01	Park Areas and Maintenance - Other Equipment	27,000	-	100	100-30-0000-40-430-3004-00-01-65050	C/O
Parks Division	40	01	Administration - Technology Equipment	(1,200)	-	100	100-30-0000-40-430-3001-00-01-65045	Shift to 7769900002
Parks Division	40	01	Forestry - Technology Equipment	(400)	-	100	100-30-0000-40-430-3002-00-01-65045	Shift to 7769900002
Parks Division	40	01	Parks Patrol - Technology Equipment	(800)	-	100	100-30-0000-40-430-3003-00-01-65045	Shift to 7769900002
Parks Division	40	01	Park Areas and Maintenance - Technology Equipment	(1,600)	-	100	100-30-0000-40-430-3004-00-01-65045	Shift to 7769900002
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Federal Grants	-	362,250	100	100-31-0000-40-440-3150-04-01-44000	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Contrib - Private Sources	-	175,299	100	100-31-0000-40-440-3150-04-01-47050	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Association Dues	9,257	-	100	100-31-0000-40-440-3150-00-01-62100	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Training	800	-	100	100-31-0000-40-440-3150-00-01-62300	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Mileage	1,528	-	100	100-31-0000-40-440-3150-00-01-62325	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Meetings & Conferences	3,524	-	100	100-31-0000-40-440-3150-00-01-62400	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Education Reimbursement	1,700	-	100	100-31-0000-40-440-3150-00-01-62500	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Education Reimbursement	(511)	-	100	100-31-0000-40-440-3150-00-01-62500	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Payments to Other Agencies	18,102	-	100	100-31-0000-40-440-3150-00-01-64130	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Technology Services	10,254	-	100	100-31-0000-40-440-3150-00-01-64190	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Background Check	1,360	-	100	100-31-0000-40-440-3150-00-01-64890	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Other Contractual Service	500	-	100	100-31-0000-40-440-3150-00-01-64990	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Uniform Purchase	1,020	-	100	100-31-0000-40-440-3150-00-01-65925	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Uniform Purchase	511	-	100	100-31-0000-40-440-3150-00-01-65925	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Salaries-Regular Full Time	92,689	-	100	100-31-0000-40-440-3150-00-01-60100	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - FICA - City Contribution	32,020	-	100	100-31-0000-40-440-3150-00-01-61100	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Health Insurance	29,426	-	100	100-31-0000-40-440-3150-00-01-61510	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Life Insurance	61	-	100	100-31-0000-40-440-3150-00-01-61540	Shift from Comm Imp Grant

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Workers' Compensation	8,481	-	100	100-31-0000-40-440-3150-00-01-61600	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Workers' Compensation	957	-	100	100-31-0000-40-440-3150-00-01-61600	Shift from Comm Imp Grant
Community Impact	40	01	AmeriCorps 25-26 - Competitive - Hourly Wages - Temp/Seasonal	325,870	-	100	100-31-0000-40-440-3150-00-01-60300	Shift from Comm Imp Grant
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100	100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100	100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100	100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100	100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Community Impact Admin - Meetings & Conferences	(305)	-	100	100-31-0000-40-440-3101-00-01-62400	Adjust to Actual
Community Impact	40	01	Grants - Salaries-Regular Full Time	(92,689)	-	100	100-31-0000-40-440-3150-00-01-60100	Shift to 3149900010
Community Impact	40	01	Grants - Hourly Wages - Temp/Seasonal	(325,870)	-	100	100-31-0000-40-440-3150-00-01-60300	Shift to 3149900010
Community Impact	40	01	Grants - FICA - City Contribution	(32,020)	-	100	100-31-0000-40-440-3150-00-01-61100	Shift to 3149900010
Community Impact	40	01	Grants - Health Insurance	(29,426)	-	100	100-31-0000-40-440-3150-00-01-61510	Shift to 3149900010
Community Impact	40	01	Grants - Life Insurance	(61)	-	100	100-31-0000-40-440-3150-00-01-61540	Shift to 3149900010
Community Impact	40	01	Grants - Workers' Compensation	(8,481)	-	100	100-31-0000-40-440-3150-00-01-61600	Shift to 3149900010
Community Impact	40	01	Grants - Association Dues	(9,257)	-	100	100-31-0000-40-440-3150-00-01-62100	Shift to 3149900010
Community Impact	40	01	Grants - Training	(800)	-	100	100-31-0000-40-440-3150-00-01-62300	Shift to 3149900010
Community Impact	40	01	Grants - Mileage	(1,528)	-	100	100-31-0000-40-440-3150-00-01-62325	Shift to 3149900010
Community Impact	40	01	Grants - Meetings & Conferences	(3,524)	-	100	100-31-0000-40-440-3150-00-01-62400	Shift to 3149900010
Community Impact	40	01	Grants - Education Reimbursement	(1,700)	-	100	100-31-0000-40-440-3150-00-01-62500	Shift to 3149900010
Community Impact	40	01	Grants - Payments to Other Agencies	(18,102)	-	100	100-31-0000-40-440-3150-00-01-64130	Shift to 3149900010
Community Impact	40	01	Grants - Technology Services	(10,254)	-	100	100-31-0000-40-440-3150-00-01-64190	Shift to 3149900010
Community Impact	40	01	Grants - Background Check	(1,360)	-	100	100-31-0000-40-440-3150-00-01-64890	Shift to 3149900010
Community Impact	40	01	Grants - Other Contractual Service	(500)	-	100	100-31-0000-40-440-3150-00-01-64990	Shift to 3149900010
Community Impact	40	01	Grants - Uniform Purchase	(1,020)	-	100	100-31-0000-40-440-3150-00-01-65925	Shift to 3149900010
Community Impact	40	01	Grants - Federal Grants	-	(362,250)	100	100-31-0000-40-440-3150-04-01-44000	Shift to 3149900010
Community Impact	40	01	Grants - Contrib - Private Sources	-	(175,299)	100	100-31-0000-40-440-3150-04-01-47050	Shift to 3149900010
Civic Center	76	02	Theater-Fire Escape - Services Other Depts	7,200	-	102	102-32-0000-76-750-3270-00-02-64005	C/O
Civic Center	76	02	Theater-Fire Escape - Buildings	120,000	-	102	102-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	FF IMPROV - SMG CONTRIB - Other Professional Service	8,733	-	100	100-32-0000-76-750-3270-00-02-64900	C/O
Civic Center	76	02	FF IMPROV - SMG CONTRIB - Other Professional Service	(8,733)	-	100	100-32-0000-76-750-3270-00-02-64900	Shift to 3249900018
Civic Center	76	02	PIPE DRAPE BARRICADES - Other Capital Equipment	11,851	-	100	100-32-0000-76-750-3270-00-02-67270	C/O
Civic Center	76	02	BIJOU ROOM HALL TILE REPL - Buildings	7,200	-	100	100-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	Theater Carpet - Buildings	70,000	-	102	102-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	CSL Int Five Flags Management Advis - Other Professional Service	8,733	-	100	100-32-0000-76-750-3270-00-02-64900	Shift from 3249900005
Civic Center	40	01	Administration - Payments to Other Agencies	254,500	-	100	100-32-0000-40-499-3201-00-01-64130	C/O
Civic Center	40	01	Administration - Payments to Other Agencies	26,480	-	100	100-32-0000-40-499-3201-00-01-64130	C/O
Civic Center	40	01	Administration - Technology Equipment	129,753	-	100	100-32-0000-40-499-3201-00-01-65045	C/O
Civic Center	40	01	Administration - Other Equipment	257,378	-	100	100-32-0000-40-499-3201-00-01-65050	C/O
Civic Center	40	01	Administration - Safety Equipment	17,856	-	100	100-32-0000-40-499-3201-00-01-65054	C/O
Civic Center	40	01	Administration - Signage	2,700	-	100	100-32-0000-40-499-3201-00-01-65110	C/O
Civic Center	40	01	Administration - Furniture/Fixtures	30,000	-	100	100-32-0000-40-499-3201-00-01-67210	C/O
Civic Center	40	01	Administration - Other Capital Equipment	71,673	-	100	100-32-0000-40-499-3201-00-01-67270	C/O
Conference Center	76	02	Table/Chair/Podium Replace - Furniture/Fixtures	3,540	-	100	100-33-0000-76-750-3370-00-02-67210	C/O
Conference Center	76	02	Table/Chair/Podium Replace - Furniture/Fixtures	7,470	-	102	102-33-0000-76-750-3370-00-02-67210	C/O
Conference Center	76	02	AUDIO-VIS & SOUND EQUIP - Technology Equipment	111,000	-	100	100-33-0000-76-750-3370-00-02-65045	C/O
Conference Center	76	02	GRC REPLACE PATIO CAULK - Other Capital Outlay	31,019	-	100	100-33-0000-76-750-3370-00-02-67990	C/O
Conference Center	76	02	GRC LANDSCAPE IMPROVEMENT - Other Capital Outlay	8,889	-	100	100-33-0000-76-750-3370-00-02-67990	C/O
Conference Center	76	02	GRC PAINT - Other Capital Outlay	45,908	-	100	100-33-0000-76-750-3370-00-02-67990	C/O
Conference Center	60	01	Administration - Building Maintenance	137,352	-	100	100-33-0000-60-499-3301-00-01-63100	C/O
Conference Center	60	01	Administration - Building Maintenance	166,845	-	100	100-33-0000-60-499-3301-00-01-63100	C/O
Conference Center	60	01	Administration - Equipment Maint/Repair	56,729	-	100	100-33-0000-60-499-3301-00-01-63400	C/O
Conference Center	60	01	Administration - Payments to Other Agencies	77,035	-	100	100-33-0000-60-499-3301-00-01-64130	C/O
Conference Center	60	01	Administration - Technology Equipment	288,630	-	100	100-33-0000-60-499-3301-00-01-65045	C/O
Conference Center	60	01	Administration - Other Equipment	239,235	-	100	100-33-0000-60-499-3301-00-01-65050	C/O
Conference Center	60	01	Administration - Other Capital Equipment	192,768	-	100	100-33-0000-60-499-3301-00-01-67270	C/O
Recreation Division	40	01	Administration - Education Reimbursement	(305)	-	100	100-34-0000-40-440-3401-00-01-62500	Adjust to Actual
Recreation Division	40	01	Administration - Education Reimbursement	(305)	-	100	100-34-0000-40-440-3401-00-01-62500	Adjust to Actual
Recreation Division	40	01	Administration - Payments to Other Agencies	30,000	-	100	100-34-0000-40-440-3401-00-01-64130	C/O
Recreation Division	40	01	Administration - Technology Equipment	(2,800)	-	100	100-34-0000-40-440-3401-00-01-65045	Shift to 7769900002
Library	76	02	Boiler Exhaust Stack Rehabilitation - Consulting Engineers	10,000	-	100	100-36-0000-76-750-3670-00-02-64850	C/O
Library	40	01	Administration - Technology Equipment	(3,300)	-	100	100-36-0000-40-410-3601-00-01-65045	Shift to 7769900002
Airport	20	01	Airport Minimum Revenue Guarantee - Payments to Other Agencies	2,500,000	-	100	100-51-0000-20-280-5101-00-01-64130	Adjust to Actual
Airport	20	01	Administration - Advertising	10,000	-	100	100-51-0000-20-280-5101-00-01-64020	Adjust to Actual
Airport	20	01	Administration - State Grants	-	96,000	100	100-51-0000-20-280-5101-04-01-44400	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Airport	20	01	Grants - Federal Grants	-	1,500,000	100	100-51-0000-20-280-5150-04-01-44000	C/O
Public Works	20	01	MSC Reception Renovation - Other Contractual Service	2,886	-	100	100-54-0000-20-299-5401-00-01-64990	C/O
Public Works	20	01	Administration - Meetings & Conferences	(390)	-	100	100-54-0000-20-210-5401-00-01-62400	Adjust to Actual
Public Works	20	01	Administration - Technology Equipment	(1,386)	-	100	100-54-0000-20-210-5401-00-01-65045	Shift to 7769900002
Public Works	20	01	Street and Traffic Lighting - Technology Equipment	(1,493)	-	100	100-54-0000-20-230-5404-00-01-65045	Shift to 7769900002
Public Works	20	01	Street and Traffic Lighting - Salaries-Regular Full Time	(201,168)	-	100	100-54-0000-20-230-5404-00-01-60100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Overtime	(9,491)	-	100	100-54-0000-20-230-5404-00-01-60400	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Overtime - Holiday	(500)	-	100	100-54-0000-20-230-5404-00-01-60410	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Special Pay Sick Lv Payout Ret	(13,732)	-	100	100-54-0000-20-230-5404-00-01-60630	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Spec Pay - Safety Equipment	(365)	-	100	100-54-0000-20-230-5404-00-01-60730	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - FICA - City Contribution	(17,204)	-	100	100-54-0000-20-230-5404-00-01-61100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - IPERS - City Contribution	(19,933)	-	100	100-54-0000-20-230-5404-00-01-61300	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Health Insurance	(38,658)	-	100	100-54-0000-20-230-5404-00-01-61510	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Life Insurance	(132)	-	100	100-54-0000-20-230-5404-00-01-61540	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Workers' Compensation	(10,075)	-	100	100-54-0000-20-230-5404-00-01-61600	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Physicals	(300)	-	100	100-54-0000-20-230-5404-00-01-61992	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Association Dues	(204)	-	100	100-54-0000-20-230-5404-00-01-62100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Training	(899)	-	100	100-54-0000-20-230-5404-00-01-62300	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Education Reimbursement	(5,300)	-	100	100-54-0000-20-230-5404-00-01-62500	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Building Maintenance	(586)	-	100	100-54-0000-20-230-5404-00-01-63100	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Fuel - Diesel	(679)	-	100	100-54-0000-20-230-5404-00-01-63311	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Fuel - Gasoline	(2,884)	-	100	100-54-0000-20-230-5404-00-01-63312	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Repair - Internal	(5,608)	-	100	100-54-0000-20-230-5404-00-01-63320	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Vehicle Repair - Outsourced	(5,712)	-	100	100-54-0000-20-230-5404-00-01-63321	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Equipment Maint/Repair	(1,812)	-	100	100-54-0000-20-230-5404-00-01-63400	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Electricity	(2,144)	-	100	100-54-0000-20-230-5404-00-01-63710	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Telecommunications	(1,129)	-	100	100-54-0000-20-230-5404-00-01-63730	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Internal Service Charge	(18,661)	-	100	100-54-0000-20-230-5404-00-01-64004	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Insurance - Liability	(16,320)	-	100	100-54-0000-20-230-5404-00-01-64081	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Rental - Equipment	(3,136)	-	100	100-54-0000-20-230-5404-00-01-64150	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Rental - Land/Bldgs/Parking	(480)	-	100	100-54-0000-20-230-5404-00-01-64160	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Technology Services	(1,271)	-	100	100-54-0000-20-230-5404-00-01-64190	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Equip Maint Cont	440	-	100	100-54-0000-20-230-5404-00-01-64975	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Small Tools & Equipment	(1,000)	-	100	100-54-0000-20-230-5404-00-01-65040	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Technology Equipment	(1,493)	-	100	100-54-0000-20-230-5404-00-01-65045	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Traffic St Light Comp/Equip	(12,000)	-	100	100-54-0000-20-230-5404-00-01-65055	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Office Supplies	(270)	-	100	100-54-0000-20-230-5404-00-01-65060	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Postage/Shipping	(357)	-	100	100-54-0000-20-230-5404-00-01-65080	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Uniform Purchase	(1,432)	-	100	100-54-0000-20-230-5404-00-01-65925	Shift to Engineering
Public Works	20	01	Street and Traffic Lighting - Street Materials	(6,270)	-	100	100-54-0000-20-230-5404-00-01-65981	Shift to Engineering
Public Works	76	02	Capital Projects - Heavy Equipment	550,000	-	100	100-54-0000-76-750-5470-00-02-67230	Adjust to Actual
Engineering	76	02	Sidewalk Inspection Program - Other Capital Outlay	25,137	-	100	100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Pavement Rehabilitation - Engineering - Outsourced	11,167	-	102	102-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	Pavement Rehabilitation - Other Capital Outlay	8,052	-	102	102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	SMART Grant - Conn Vehicles ECIA - Reimbursements	-	69,955	100	100-55-5512-20-210-5502-03-01-47100	C/O
Engineering	20	01	SMART Grant - Conn Vehicles ECIA - Salaries-Regular Full Time	68,410	-	100	100-55-5512-20-210-5502-00-01-60100	C/O
Engineering	76	02	Fiber Partnership Agreements - County Contributions	-	150,000	100	100-55-0000-76-750-5570-05-02-44650	New Grant
Engineering	76	02	Fiber Partnership Agreements - Other Capital Outlay	150,000	-	100	100-55-0000-76-750-5570-00-02-67990	New Grant
Engineering	76	02	SCHMITT ISLAND TRAIL - Federal Grants	-	141,667	102	102-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	02	ENGINEERING FF&E UPDATE - Engineering - Internal	5,000	-	102	102-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	ENGINEERING FF&E UPDATE - Other Capital Outlay	17,939	-	102	102-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	City Hall Remodeling - Other Capital Outlay	400,000	-	100	100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	MFC 2nd Floor - Buildings	40,913	-	100	100-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC 2nd Floor - Buildings	50,483	-	100	100-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Annex Remodel - Other Capital Outlay	520,000	-	100	100-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	Administration - Meetings & Conferences	(1,035)	-	100	100-55-0000-20-210-5501-00-01-62400	Adjust to Actual
Engineering	20	01	Project Engineering - Meetings & Conferences	(1,035)	-	100	100-55-5512-20-210-5502-00-01-62400	Adjust to Actual
Engineering	60	01	Facilities Management - Meetings & Conferences	(345)	-	100	100-55-0000-60-650-5505-00-01-62400	Adjust to Actual
Engineering	20	01	Project Engineering - Education Reimbursement	12,000	-	100	100-55-5512-20-210-5502-00-01-62500	C/O
Engineering	20	01	Project Engineering - Vehicle Fuel - Gasoline	10,000	-	100	100-55-5512-20-210-5502-00-01-63312	C/O
Engineering	20	01	Project Engineering - Vehicle Repair - Internal	3,206	-	100	100-55-5512-20-210-5502-00-01-63320	C/O
Engineering	60	01	Facilities Management - Building Maintenance	46,212	-	100	100-55-5514-60-650-5505-00-01-63100	C/O
Engineering	20	01	Project Engineering - Vehicles	12,000	-	100	100-55-5512-20-210-5502-00-01-67100	Shift from Ed Reimb
Engineering	20	01	Project Engineering - Vehicles	10,000	-	100	100-55-5512-20-210-5502-00-01-67100	Shift from Fuel

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Engineering	20	01	Street and Traffic Lighting - Salaries-Regular Full Time	201,168	-	100	100-55-5513-20-240-5517-00-01-60100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Overtime	9,491	-	100	100-55-5513-20-240-5517-00-01-60400	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Overtime - Holiday	500	-	100	100-55-5513-20-240-5517-00-01-60410	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Special Pay Sick Lv Payout Ret	13,732	-	100	100-55-5513-20-240-5517-00-01-60630	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Spec Pay - Safety Equipment	365	-	100	100-55-5513-20-240-5517-00-01-60730	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - FICA - City Contribution	17,204	-	100	100-55-5513-20-240-5517-00-01-61100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - IPERS - City Contribution	19,933	-	100	100-55-5513-20-240-5517-00-01-61300	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Health Insurance	38,658	-	100	100-55-5513-20-240-5517-00-01-61510	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Life Insurance	132	-	100	100-55-5513-20-240-5517-00-01-61540	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Workers' Compensation	10,075	-	100	100-55-5513-20-240-5517-00-01-61600	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Physicals	300	-	100	100-55-5513-20-240-5517-00-01-61992	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Association Dues	204	-	100	100-55-5513-20-240-5517-00-01-62100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Training	899	-	100	100-55-5513-20-240-5517-00-01-62300	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Education Reimbursement	5,300	-	100	100-55-5513-20-240-5517-00-01-62500	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Building Maintenance	586	-	100	100-55-5513-20-240-5517-00-01-63100	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Fuel - Diesel	679	-	100	100-55-5513-20-240-5517-00-01-63311	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Fuel - Gasoline	2,884	-	100	100-55-5513-20-240-5517-00-01-63312	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Repair - Internal	5,608	-	100	100-55-5513-20-240-5517-00-01-63320	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Vehicle Repair - Outsourced	5,712	-	100	100-55-5513-20-240-5517-00-01-63321	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Equipment Maint/Repair	1,812	-	100	100-55-5513-20-240-5517-00-01-63400	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Electricity	2,144	-	100	100-55-5513-20-240-5517-00-01-63710	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Telecommunications	1,129	-	100	100-55-5513-20-240-5517-00-01-63730	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Internal Service Charge	18,661	-	100	100-55-5513-20-240-5517-00-01-64004	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Insurance - Liability	16,320	-	100	100-55-5513-20-240-5517-00-01-64081	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Rental - Equipment	3,136	-	100	100-55-5513-20-240-5517-00-01-64150	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Rental - Land/Bldgs/Parking	480	-	100	100-55-5513-20-240-5517-00-01-64160	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Technology Services	1,271	-	100	100-55-5513-20-240-5517-00-01-64190	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Equip Maint Cont	(440)	-	100	100-55-5513-20-240-5517-00-01-64975	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Small Tools & Equipment	1,000	-	100	100-55-5513-20-240-5517-00-01-65040	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Technology Equipment	1,493	-	100	100-55-5513-20-240-5517-00-01-65045	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Traffic St Light Comp/Equip	12,000	-	100	100-55-5513-20-240-5517-00-01-65055	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Office Supplies	270	-	100	100-55-5513-20-240-5517-00-01-65060	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Postage/Shipping	357	-	100	100-55-5513-20-240-5517-00-01-65080	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Uniform Purchase	1,432	-	100	100-55-5513-20-240-5517-00-01-65925	Shift from Public Works
Engineering	20	01	Street and Traffic Lighting - Street Materials	6,270	-	100	100-55-5513-20-240-5517-00-01-65981	Shift from Public Works
Engineering	20	01	Project Engineering - Vehicles	3,206	-	100	100-55-5512-20-210-5502-00-01-67100	Shift from Veh Rep
Engineering	20	01	Project Engineering - Education Reimbursement	(12,000)	-	100	100-55-5512-20-210-5502-00-01-62500	Shift to Vehicles
Engineering	20	01	Project Engineering - Vehicle Fuel - Gasoline	(10,000)	-	100	100-55-5512-20-210-5502-00-01-63312	Shift to Vehicles
Engineering	20	01	Project Engineering - Vehicle Repair - Internal	(3,206)	-	100	100-55-5512-20-210-5502-00-01-63320	Shift to Vehicles
Economic Development	76	02	EPA MULTIPURPOSE BRWNFLD - Federal Grants	-	(118,646)	100	100-60-0000-76-750-6070-05-02-44000	Adjust to Actual
Economic Development	76	02	EPA MULTIPURPOSE BRWNFLD - Federal Grants	-	132,919	100	100-60-0000-76-750-6070-05-02-44000	C/O
Economic Development	76	02	EPA MULTIPURPOSE BRWNFLD - Landfill Fees	118,646	-	100	100-60-0000-76-750-6070-00-02-64175	C/O
Economic Development	40	01	Asphalt Art Initiative - Other Professional Service	5,099	-	100	100-60-0000-40-520-6002-00-01-64900	Adjust to Actual
Economic Development	40	01	GARE Arts & Culture Innovation and - Other Professional Service	2,672	-	100	100-60-0000-40-520-6002-00-01-64900	Adjust to Actual
Economic Development	76	02	AIRPORT REVENUE GUARANTEE - Payments to Other Agencies	150,000	-	100	100-60-0000-76-750-6070-00-02-64130	C/O
Economic Development	76	02	Community Catalyst Building Remedia - State Grants	-	40,000	100	100-60-0000-76-750-6070-00-02-44400	New Grant
Economic Development	76	02	Community Catalyst Building Remedia - Grants	40,000	-	100	100-60-0000-76-750-6070-00-02-64135	New Grant
Economic Development	40	01	Arts and Cultural Affairs - Payments to Other Agencies	(10,650)	-	100	100-60-0000-40-520-6002-00-01-64130	Adjust to Actual
Economic Development	40	01	Arts and Cultural Affairs - Meetings & Conferences	(390)	-	100	100-60-0000-40-520-6002-00-01-62400	Adjust to Actual
Economic Development	50	01	Administration - Meetings & Conferences	(435)	-	100	100-60-0000-50-520-6001-00-01-62400	Adjust to Actual
Economic Development	40	01	Arts and Cultural Affairs - Technology Equipment	(400)	-	100	100-60-0000-40-520-6002-00-01-65045	Shift to 7769900002
Housing	76	02	Urban Ag & Innov Prod Grant - Grants	25,091	-	100	100-61-0000-76-750-6170-00-02-64135	Adjust to Actual
Housing	76	01	Urban Ag & Innov Prod Grant - Federal Grants	-	169,361	100	100-61-0000-76-750-6170-00-01-44000	C/O
Housing	76	02	Urban Ag & Innov Prod Grant - Grants	138,175	-	100	100-61-0000-76-750-6170-00-02-64135	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Federal Grants	-	9,925	100	100-61-6127-50-530-6150-04-01-44000	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Contrib - Private Sources	-	26,650	100	100-61-6127-50-530-6150-04-01-47050	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Grants	31,158	-	100	100-61-6127-50-530-6150-00-01-64135	C/O
Housing	50	01	HOME Grant - Tenant Based Rental As - Grants	2,100	-	100	100-61-6127-50-530-6150-00-01-64135	C/O
Housing	10	01	Inspect and Construction Svcs - Building Demolitions	42,500	-	100	100-61-6106-10-170-6103-00-01-64087	Adjust to Actual
Housing	10	01	Inspect and Construction Svcs - Technology Services	97,700	-	100	100-61-6102-10-170-6103-00-01-64190	Adjust to Actual
Housing	10	01	Inspect and Construction Svcs - Technology Services	183,400	-	100	100-61-6102-10-170-6103-00-01-64190	Adjust to Actual
Housing	10	01	Inspect and Construction Svcs - Vehicles	24,471	-	100	100-61-6104-10-170-6103-00-01-67100	C/O
Housing	10	01	Inspect and Construction Svcs - Education Reimbursement	2,500	-	100	100-61-6105-10-170-6103-00-01-62500	C/O
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	400	-	100	100-61-6106-10-170-6103-00-01-65045	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	400	-	100	100-61-6105-10-170-6103-00-01-65045	C/O
Housing	50	01	Property Rehab Program - Escrow Payment	2,172	-	100	100-61-0000-50-530-6102-00-01-64132	C/O
Housing	50	01	Inspect and Construction Svcs - Meetings & Conferences	3,500	-	100	100-61-6101-50-530-6103-00-01-62400	C/O
Housing	50	01	Inspect and Construction Svcs - Technology Equipment	1,200	-	100	100-61-6101-50-530-6103-00-01-65045	C/O
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	(800)	-	100	100-61-6103-10-170-6103-00-01-65045	Shift to 7769900002
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	(400)	-	100	100-61-6104-10-170-6103-00-01-65045	Shift to 7769900002
Housing	10	01	Inspect and Construction Svcs - Technology Equipment	(400)	-	100	100-61-6105-10-170-6103-00-01-65045	Shift to 7769900002
Housing	50	01	Inspect and Construction Svcs - Technology Equipment	(800)	-	100	100-61-6101-50-530-6103-00-01-65045	Shift to 7769900002
Planning	50	01	HRDP Grant - Black Heritage Survey - State Grants	-	15,000	100	100-62-0000-50-540-6203-04-01-44400	C/O
Planning	50	01	HRDP Grant - Black Heritage Survey - State Grants	-	15,000	100	100-62-0000-50-540-6203-04-01-44400	New Grant
Planning	50	01	HRDP Grant - Black Heritage Survey - Other Professional Service	11,434	-	100	100-62-0000-50-540-6203-00-01-64900	New Grant
Planning	76	02	Two CLG 20th C Surveys - Federal Grants	-	10,000	102	102-62-0000-76-750-6270-00-02-44000	C/O
Planning	76	02	CLG Voelker Highlands Survey - Federal Grants	-	7,000	102	102-62-0000-76-750-6270-00-02-44000	C/O
Planning	50	01	Development Services - Meetings & Conferences	(915)	-	100	100-62-0000-50-540-6202-00-01-62400	Adjust to Actual
Planning	50	01	Planning/Historic Preservation - Meetings & Conferences	(1,525)	-	100	100-62-0000-50-540-6203-00-01-62400	Adjust to Actual
Planning	50	01	Planning/Historic Preservation - Meetings & Conferences	8,300	-	100	100-62-0000-50-540-6203-00-01-62400	C/O
Planning	50	01	Development Services - Advertising	10,723	-	100	100-62-0000-50-540-6202-00-01-64020	C/O
Planning	50	01	Development Services - Other Professional Service	69,392	-	100	100-62-0000-50-540-6202-00-01-64900	C/O
Human Resources	60	01	Administration - Technology Services	75,750	-	100	100-67-0000-60-699-6701-00-01-64190	C/O
Human Resources	60	01	Administration - Hourly Wages - Temp/Seasonal	21,650	-	100	100-67-0000-60-669-6701-00-01-60300	C/O
Human Resources	60	01	Administration - FICA - City Contribution	1,656	-	100	100-67-0000-60-699-6701-00-01-61100	C/O
Human Resources	60	01	Administration - IPERS - City Contribution	2,044	-	100	100-67-0000-60-699-6701-00-01-61300	C/O
Human Resources	60	01	Administration - Technology Equipment	(1,600)	-	100	100-67-0000-60-699-6701-00-01-65045	Shift to 7769900002
Office of Economic Mobility	50	01	Econ Mobility & Opportunity Grant - Grants	2,045	-	100	100-68-0000-50-510-6801-00-01-64135	C/O
Office of Economic Mobility	50	01	Administration - Meetings & Conferences	(1,220)	-	100	100-68-0000-50-510-6801-00-01-62400	Adjust to Actual
Office of Economic Mobility	50	01	Administration - Technology Equipment	(400)	-	100	100-68-0000-50-510-6801-00-01-65045	Shift to 7769900002
Office of Economic Mobility	50	01	Administration - Salaries-Regular Full Time	(70,721)	-	100	100-68-0000-50-510-6801-00-01-60100	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Health Insurance	(13,423)	-	100	100-68-0000-50-510-6801-00-01-61510	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Life Insurance	(46)	-	100	100-68-0000-50-510-6801-00-01-61540	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - IPERS - City Contribution	(6,676)	-	100	100-68-0000-50-510-6801-00-01-61300	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - FICA - City Contribution	(5,410)	-	100	100-68-0000-50-510-6801-00-01-61100	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Meetings & Conferences	(2,100)	-	100	100-68-0000-50-510-6801-00-01-62400	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Telecommunications	(600)	-	100	100-68-0000-50-510-6801-00-01-63730	Shift to Info Tech
Office of Economic Mobility	50	01	Administration - Technology Services	(240)	-	100	100-68-0000-50-510-6801-00-01-64190	Shift to Info Tech
Communications Office	60	01	Public Information Office - Advertising	35,000	-	100	100-69-0000-60-699-6901-00-01-64020	Adjust to Actual
Communications Office	60	01	Public Information Office - Printing	8,500	-	100	100-69-0000-60-699-6901-00-01-64140	Adjust to Actual
Communications Office	60	01	Public Information Office - Furniture/Fixtures	3,500	-	100	100-69-0000-60-699-6901-00-01-67210	Adjust to Actual
Communications Office	60	01	Public Information Office - Library Materials	5,800	-	100	100-69-0000-60-699-6901-00-01-65020	Adjust to Actual
Communications Office	60	01	Public Information Office - Hourly Wages - Temp/Seasonal	1,700	-	100	100-69-0000-60-699-6901-00-01-60300	Adjust to Actual
Communications Office	60	01	Geographic Information Systems - Technology Equipment	(400)	-	100	100-69-0000-60-699-6902-00-01-65045	Shift to 7769900002
Communications Office	60	01	Geographic Information Systems - Salaries-Regular Full Time	(187,448)	-	100	100-69-0000-60-699-6902-00-01-60100	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Hourly Wages - Temp/Seasonal	(9,166)	-	100	100-69-0000-60-699-6902-00-01-60300	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Overtime	8	-	100	100-69-0000-60-699-6902-00-01-60400	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - FICA - City Contribution	(15,200)	-	100	100-69-0000-60-699-6902-00-01-61100	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - IPERS - City Contribution	(18,572)	-	100	100-69-0000-60-699-6902-00-01-61300	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Health Insurance	(25,353)	-	100	100-69-0000-60-699-6902-00-01-61510	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Life Insurance	(101)	-	100	100-69-0000-60-699-6902-00-01-61540	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Workers' Compensation	(615)	-	100	100-69-0000-60-699-6902-00-01-61600	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Association Dues	(97)	-	100	100-69-0000-60-699-6902-00-01-62100	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Meetings & Conferences	(5,714)	-	100	100-69-0000-60-699-6902-00-01-62400	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Education Reimbursement	(1,150)	-	100	100-69-0000-60-699-6902-00-01-62500	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Telecommunications	(455)	-	100	100-69-0000-60-699-6902-00-01-63730	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Printing	(1,534)	-	100	100-69-0000-60-699-6902-00-01-64140	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Rental - Land/Bldgs/Parking	(924)	-	100	100-69-0000-60-699-6902-00-01-64160	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Technology Services	(67,200)	-	100	100-69-0000-60-699-6902-00-01-64190	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - IT Recharges	(1,825)	-	100	100-69-0000-60-699-6902-00-01-64191	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Technology Equipment	(254)	-	100	100-69-0000-60-699-6902-00-01-65045	Shift to Info Tech
Communications Office	60	01	Geographic Information Systems - Office Supplies	(397)	-	100	100-69-0000-60-699-6902-00-01-65060	Shift to Info Tech
City Manager's Office	76	02	Green House Gas & Climate - Other Professional Service	1,529	-	101	101-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	76	02	Green House Gas & Climate - Other Professional Service	14,260	-	101	101-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	76	02	Green House Gas & Climate - Other Professional Service	31,715	-	102	102-72-0000-76-750-7270-00-02-64900	C/O
City Manager's Office	60	01	Administration - Salaries-Regular Full Time	(42,791)	-	100	100-72-0000-60-610-7201-00-01-60100	Adjust to Actual
City Manager's Office	60	01	Administration - Salaries-Regular Full Time	(33,853)	-	100	100-72-0000-60-610-7201-00-01-60100	Adjust to Actual
City Manager's Office	60	01	Sustainability - Speakers	(22,000)	-	100	100-72-0000-60-610-7202-00-01-64860	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
City Manager's Office	60	01	Sustainability - Speakers	(53,000)	-	100	100-72-0000-60-610-7202-00-01-64860	Adjust to Actual
City Manager's Office	60	01	Sustainability - Program Fee	-	(75,000)	100	100-72-0000-60-610-7202-03-01-45455	Adjust to Actual
City Manager's Office	60	01	Sustainability - Salaries-Regular Full Time	33,003	-	100	100-72-0000-60-610-7202-00-01-60100	C/O
City Manager's Office	60	01	Sustainability - FICA - City Contribution	3,490	-	100	100-72-0000-60-610-7202-00-01-61100	C/O
City Manager's Office	60	01	Sustainability - IPERS - City Contribution	4,680	-	100	100-72-0000-60-610-7202-00-01-61300	C/O
City Manager's Office	60	01	Sustainability - Health Insurance	7,719	-	100	100-72-0000-60-610-7202-00-01-61510	C/O
City Manager's Office	60	01	Sustainability - Life Insurance	19	-	100	100-72-0000-60-610-7202-00-01-61540	C/O
City Manager's Office	60	01	Sustainability - Special Events	24,026	-	100	100-72-0000-60-610-7202-00-01-64115	C/O
City Manager's Office	60	01	Sustainability - Payments to Other Agencies	6,109	-	100	100-72-0000-60-610-7202-00-01-64130	C/O
City Manager's Office	60	01	Sustainability - Program Materials	15,000	-	100	100-72-0000-60-610-7202-00-01-65025	C/O
City Manager's Office	60	01	GreenCorps - Payments to Other Agencies	5,000	-	100	100-72-0000-60-610-7203-00-01-64130	C/O
City Manager's Office	60	01	Administration - Other Professional Service	22,500	-	100	100-72-0000-60-610-7201-00-01-64900	C/O
City Manager's Office	60	01	Sustainability - Meetings & Conferences	8,000	-	100	100-72-0000-60-610-7202-00-01-62400	C/O
City Manager's Office	60	01	Administration - Technology Equipment	(1,600)	-	100	100-72-0000-60-610-7201-00-01-65045	Shift to 7769900002
City Clerk	60	01	Administration - Printing	3,456	-	100	100-73-0000-60-620-7301-00-01-64140	C/O
Finance	76	02	Computer System Upgrade - Other Professional Service	173,088	-	100	100-74-0000-76-750-7470-00-02-64900	C/O
Finance	60	01	Accounting - Technology Equipment	(1,093)	-	100	100-74-0000-60-620-7401-00-01-65045	Shift to 7769900002
Finance	60	01	Budget - Technology Equipment	(293)	-	100	100-74-0000-60-620-7402-00-01-65045	Shift to 7769900002
Finance	60	01	Utility Billing - Technology Equipment	(293)	-	100	100-74-0000-60-620-7403-00-01-65045	Shift to 7769900002
Finance	60	01	Accounting - Other Professional Service	161,000	-	100	100-74-0000-60-620-7401-00-01-64900	C/O
City Attorney's Office	60	01	Administration - Meetings & Conferences	(610)	-	100	100-76-0000-60-640-7601-00-01-62400	Adjust to Actual
City Attorney's Office	60	01	Administration - Education Reimbursement	5,000	-	100	100-76-0000-60-640-7601-00-01-62500	C/O
City Attorney's Office	60	01	Administration - Administrative Judge	15,000	-	100	100-76-0000-60-640-7601-00-01-64945	C/O
City Attorney's Office	60	01	Administration - Technology Equipment	(1,600)	-	100	100-76-0000-60-640-7601-00-01-65045	Shift to 7769900002
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	34,258	-	100	100-77-0000-76-750-7770-00-02-65045	Shift from Operating
Information Technology	60	01	GIS - Salaries-Regular Full Time	187,448	-	100	100-77-0000-60-699-7702-00-01-60100	Shift from Commun
Information Technology	60	01	GIS - Hourly Wages - Temp/Seasonal	9,166	-	100	100-77-0000-60-699-7702-00-01-60300	Shift from Commun
Information Technology	60	01	GIS - Overtime	(8)	-	100	100-77-0000-60-699-7702-00-01-60400	Shift from Commun
Information Technology	60	01	GIS - FICA - City Contribution	15,200	-	100	100-77-0000-60-699-7702-00-01-61100	Shift from Commun
Information Technology	60	01	GIS - IPERS - City Contribution	18,572	-	100	100-77-0000-60-699-7702-00-01-61300	Shift from Commun
Information Technology	60	01	GIS - Health Insurance	25,353	-	100	100-77-0000-60-699-7702-00-01-61510	Shift from Commun
Information Technology	60	01	GIS - Life Insurance	101	-	100	100-77-0000-60-699-7702-00-01-61540	Shift from Commun
Information Technology	60	01	GIS - Workers' Compensation	615	-	100	100-77-0000-60-699-7702-00-01-61600	Shift from Commun
Information Technology	60	01	GIS - Association Dues	97	-	100	100-77-0000-60-699-7702-00-01-62100	Shift from Commun
Information Technology	60	01	GIS - Meetings & Conferences	5,714	-	100	100-77-0000-60-699-7702-00-01-62400	Shift from Commun
Information Technology	60	01	GIS - Education Reimbursement	1,150	-	100	100-77-0000-60-699-7702-00-01-62500	Shift from Commun
Information Technology	60	01	GIS - Telecommunications	455	-	100	100-77-0000-60-699-7702-00-01-63730	Shift from Commun
Information Technology	60	01	GIS - Printing	1,534	-	100	100-77-0000-60-699-7702-00-01-64140	Shift from Commun
Information Technology	60	01	GIS - Rental - Land/Bldgs/Parking	924	-	100	100-77-0000-60-699-7702-00-01-64160	Shift from Commun
Information Technology	60	01	GIS - Technology Services	67,200	-	100	100-77-0000-60-699-7702-00-01-64190	Shift from Commun
Information Technology	60	01	GIS - IT Recharges	1,825	-	100	100-77-0000-60-699-7702-00-01-64191	Shift from Commun
Information Technology	60	01	GIS - Technology Equipment	254	-	100	100-77-0000-60-699-7702-00-01-65045	Shift from Commun
Information Technology	60	01	GIS - Office Supplies	397	-	100	100-77-0000-60-699-7702-00-01-65060	Shift from Commun
Information Technology	60	01	Administration - Salaries-Regular Full Time	70,721	-	100	100-77-0000-60-699-7701-00-01-60100	Shift from OEMNS
Information Technology	60	01	Administration - Health Insurance	13,423	-	100	100-77-0000-60-699-7701-00-01-61510	Shift from OEMNS
Information Technology	60	01	Administration - Life Insurance	46	-	100	100-77-0000-60-699-7701-00-01-61540	Shift from OEMNS
Information Technology	60	01	Administration - IPERS - City Contribution	6,676	-	100	100-77-0000-60-699-7701-00-01-61300	Shift from OEMNS
Information Technology	60	01	Administration - FICA - City Contribution	5,410	-	100	100-77-0000-60-699-7701-00-01-61100	Shift from OEMNS
Information Technology	60	01	Administration - Meetings & Conferences	2,100	-	100	100-77-0000-60-699-7701-00-01-62400	Shift from OEMNS
Information Technology	60	01	Administration - Telecommunications	600	-	100	100-77-0000-60-699-7701-00-01-63730	Shift from OEMNS
Information Technology	60	01	Administration - Technology Services	240	-	100	100-77-0000-60-699-7701-00-01-64190	Shift from OEMNS
Information Technology	60	01	Administration - Technology Equipment	(2,800)	-	100	100-77-0000-60-699-7701-00-01-65045	Shift to 7769900002
			TOTAL GENERAL FUND	12,763,024	4,282,453			
ROAD USE TAX FUND								
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	35,441	-	110	110-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	445,701	-	110	110-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Heavy Vehicle Maintenance Lift Repl - Heavy Equipment	9,701	-	110	110-54-0000-76-750-5470-00-02-67230	C/O
Public Works	76	02	MSC - Fuel System - Other Capital Outlay	204,286	-	110	110-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	MSC - Fuel System - Other Capital Outlay	392,136	-	110	110-54-0000-76-750-5470-00-02-67990	Shift from Salt Ops
Public Works	20	01	Snow and Ice Control - Salt	260,875	-	110	110-54-0000-20-250-5408-00-01-65038	C/O
Public Works	20	01	Snow and Ice Control - Equipment Maint/Repair	131,931	-	110	110-54-0000-20-250-5408-00-01-63400	C/O
Public Works	20	01	Street Maintenance - Other Equipment	20,000	-	110	110-54-0000-20-210-5406-00-01-65050	C/O
Public Works	20	01	Street Maintenance - Other Equipment	10,000	-	110	110-54-0000-20-210-5406-00-01-65050	C/O
Public Works	20	01	Street Maintenance - Heavy Equipment	75,000	-	110	110-54-0000-20-210-5406-00-01-67230	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Public Works	20	01	Street Cleaning - Mowing Equipment	85,000	-	110	110-54-0000-20-270-5407-00-01-67110	C/O
Public Works	20	01	Street Cleaning - Mowing Equipment	5,000	-	110	110-54-0000-20-270-5407-00-01-67110	C/O
Public Works	20	01	Street Cleaning - Mowing Equipment	17,000	-	110	110-54-0000-20-270-5407-00-01-67110	C/O
Public Works	20	01	Snow and Ice Control - Salt	(260,875)	-	110	110-54-0000-20-250-5408-00-01-65038	Shift to 5429900018
Public Works	20	01	Snow and Ice Control - Equipment Maint/Repair	(131,931)	-	110	110-54-0000-20-250-5408-00-01-63400	Shift to 5429900018
Public Works	20	01	Street Maintenance - Technology Equipment	(6,293)	-	110	110-54-0000-20-210-5406-00-01-65045	Shift to 7769900002
Public Works	20	01	Snow and Ice Control - Technology Equipment	(800)	-	110	110-54-0000-20-250-5408-00-01-65045	Shift to 7769900002
Public Works	20	01	Street and Traffic Lighting - Street Lights	(947,428)	-	110	110-54-0000-20-230-5404-00-01-63780	Shift to Engineering
Engineering	76	02	14th Street Overpass - Federal Grants	-	1,200,000	110	110-55-0000-76-750-5570-00-02-44000	C/O
Engineering	76	02	14th Street Overpass - Engineering - Internal	50,000	-	110	110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	14th Street Overpass - Land	1,150,000	-	110	110-55-0000-76-750-5570-00-02-67300	C/O
Engineering	76	02	Sidewalk Program-City Prop - Other Capital Outlay	134,906	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Pavement Rehabilitation - Other Capital Outlay	300,000	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Capital Outlay	26,564	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Capital Outlay	20,000	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Grandview Street Light Repl - Other Capital Outlay	10,000	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic/Ped Crossing Warning - Engineering - Internal	1,000	-	110	110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic/Ped Crossing Warning - Other Capital Outlay	4,731	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Villa Wall Reconstruct - Engineering - Outsourced	38,000	-	110	110-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	Villa Wall Reconstruct - Engineering - Internal	94,996	-	110	110-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Villa Wall Reconstruct - Other Capital Outlay	810,982	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Kerper Blvd Lift Station - Other Capital Outlay	242,941	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	Street and Traffic Lighting - Street Lights	947,428	-	110	110-55-5513-20-240-5517-00-01-63780	Shift from Public Works
Engineering	76	02	32nd & Jackson Signal/Cam - Engineering - Internal	28,406	-	110	110-55-5512-76-750-5570-00-02-64075	C/O
Engineering	76	02	32nd & Jackson Signal/Cam - Other Capital Outlay	180,499	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Engineering	20	01	Project Engineering - Technology Equip Maint Cont	36,719	-	110	110-55-5512-20-210-5502-00-01-64980	C/O
Engineering	20	01	Project Engineering - Technology Equipment	487,160	-	110	110-55-5512-20-210-5502-00-01-65045	C/O
Engineering	20	01	Project Engineering - Traffic Security Cameras	231,238	-	110	110-55-5512-20-210-5502-00-01-65056	C/O
Engineering	20	01	Trafic OPS Ctr Video Soft - Technology Equipment	31,557	-	110	110-55-5512-20-210-5502-00-01-65045	C/O
Engineering	20	01	Project Engineering - Small Tools & Equipment	2,894	-	110	110-55-5512-20-210-5502-00-01-65040	C/O
Engineering	20	01	Project Engineering - Traffic St Light Comp/Equip	46,458	-	110	110-55-5512-20-210-5502-00-01-65055	C/O
Engineering	76	02	Inet Fiber Build Out - Other Capital Outlay	75,000	-	110	110-55-0000-76-750-5570-00-02-67990	C/O
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	7,093	-	110	110-77-0000-76-750-7770-00-02-65045	Shift from Operating
			TOTAL ROAD USE TAX FUND	5,303,316	1,200,000			
OLDER ADULT HOME MODIFICATION								
Housing	50	02	2024 Older Adults Home Modification - Housing & Urban Development	-	295,200	168	168-61-6131-50-530-6150-00-02-44100	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Contrib - Public Sources	-	155,978	168	168-61-6131-50-530-6150-00-01-47000	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Salaries-Regular Full Time	84,413	-	168	168-61-6131-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Meetings & Conferences	8,305	-	168	168-61-6131-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Education Reimbursement	900	-	168	168-61-6131-50-530-6150-00-01-62500	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Accounting & Auditing	2,031	-	168	168-61-6131-50-530-6150-00-01-64010	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Advertising	1,200	-	168	168-61-6131-50-530-6150-00-01-64020	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Relocations	2,000	-	168	168-61-6131-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Payments to Other Agencies	42,000	-	168	168-61-6131-50-530-6150-00-01-64130	Adjust to Actual
Housing	50	02	2024 Older Adults Home Modification - Grants	295,200	-	168	168-61-6131-50-530-6150-00-02-64135	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Printing	132	-	168	168-61-6131-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Copying	360	-	168	168-61-6131-50-530-6150-00-01-64145	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Technology Equipment	8,615	-	168	168-61-6131-50-530-6150-00-01-65045	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Postage/Shipping	533	-	168	168-61-6131-50-530-6150-00-01-65080	Adjust to Actual
Housing	50	01	2024 Older Adults Home Modification - Office Equipment	5,488	-	168	168-61-6131-50-530-6150-00-01-67250	Adjust to Actual
			TOTAL OLDER ADULT HOME MODIFICATION	451,177	451,178			
COMMUNITY DEVELOPMENT BLOCK GRANT FUND								
Housing	40	01	CDBG Recreation - Payments to Other Agencies	27,318	-	180	180-34-6119-40-440-3431-00-01-64130	C/O
Housing	40	01	CDBG Recreation - Payments to Other Agencies	29,802	-	180	180-34-6119-40-440-3431-00-01-64130	C/O
Housing	40	01	CDBG Recreation - Hourly Wages - Temp/Seasonal	58,307	-	180	180-34-6119-40-440-3431-00-01-60300	Shift from Trgt Area
Housing	40	01	CDBG Recreation - FICA - City Contribution	4,460	-	180	180-34-6119-40-440-3431-00-01-61100	Shift from Trgt Area
Housing	40	01	CDBG Recreation - IPERS - City Contribution	5,504	-	180	180-34-6119-40-440-3431-00-01-61300	Shift from Trgt Area
Housing	40	01	CDBG Recreation - Workers' Compensation	1,531	-	180	180-34-6119-40-440-3431-00-01-61600	Shift from Trgt Area
Housing	40	01	Target Area Programming - Hourly Wages - Temp/Seasonal	(25,452)	-	180	180-34-0000-40-440-3431-00-01-60300	Adjust to Actual
Housing	40	01	Target Area Programming - FICA - City Contribution	(1,947)	-	180	180-34-0000-40-440-3431-00-01-61100	Adjust to Actual
Housing	40	01	Target Area Programming - IPERS - City Contribution	(2,403)	-	180	180-34-0000-40-440-3431-00-01-61300	Adjust to Actual
Housing	40	01	Target Area Programming - Payments to Other Agencies	(12,899)	-	180	180-34-6119-40-440-3431-00-01-64130	Adjust to Actual
Housing	40	01	Target Area Programming - Officiating Services	(2,000)	-	180	180-34-6119-40-440-3431-00-01-64830	Adjust to Actual
Housing	40	01	Target Area Programming - Program Materials	(19,770)	-	180	180-34-6119-40-440-3431-00-01-65025	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Housing	40	01	Target Area Programming - Hourly Wages - Temp/Seasonal	(58,307)	-	180	180-34-0000-40-440-3431-00-01-60300	Shift to CDBG
Housing	40	01	Target Area Programming - FICA - City Contribution	(4,460)	-	180	180-34-0000-40-440-3431-00-01-61100	Shift to CDBG
Housing	40	01	Target Area Programming - IPERS - City Contribution	(5,504)	-	180	180-34-0000-40-440-3431-00-01-61300	Shift to CDBG
Housing	40	01	Target Area Programming - Workers' Compensation	(1,531)	-	180	180-34-0000-40-440-3431-00-01-61600	Shift to CDBG
Housing	76	02	Healthy Homes Production 2021 - Other Capital Outlay	(100,000)	-	180	180-61-6114-76-750-6170-00-02-67990	Shift to 6100200440
Housing	76	02	Lead and Healthy Homes 2021 - Loans	(100,000)	-	180	180-61-6115-76-750-6170-00-02-64134	Shift to 6100200404
Housing	50	01	CDBG Projects - Salaries-Regular Full Time	(4,499)	-	180	180-61-0000-50-530-6102-00-01-60100	Adjust to Actual
Housing	50	01	CDBG Projects - FICA - City Contribution	(800)	-	180	180-61-0000-50-530-6102-00-01-61100	Adjust to Actual
Housing	50	01	CDBG Projects - IPERS - City Contribution	(500)	-	180	180-61-0000-50-530-6102-00-01-61300	Adjust to Actual
Housing	50	01	CDBG Projects - Health Insurance	1,500	-	180	180-61-0000-50-530-6102-00-01-61510	C/O
Housing	50	01	CDBG Administration - Salaries-Regular Full Time	(22,284)	-	180	180-61-0000-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	CDBG Administration - FICA - City Contribution	(500)	-	180	180-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	CDBG Administration - IPERS - City Contribution	(657)	-	180	180-61-0000-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	CDBG Administration - Health Insurance	(16,242)	-	180	180-61-0000-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	106,587	180	180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	828,577	180	180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	1,035,721	180	180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Community Dev Block Grants	-	1,359	180	180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Administration - Salaries-Regular Full Time	13,036	-	180	180-61-0000-50-530-6101-00-01-60100	C/O
Housing	50	01	CDBG Administration - Workers' Compensation	200	-	180	180-61-0000-50-530-6150-00-01-61600	C/O
Housing	50	01	CDBG Administration - Association Dues	1,000	-	180	180-61-0000-50-530-6150-00-01-62100	C/O
Housing	50	01	CDBG Administration - Mileage	50	-	180	180-61-0000-50-530-6150-00-01-62325	C/O
Housing	50	01	CDBG Administration - Meetings & Conferences	1,000	-	180	180-61-0000-50-530-6150-00-01-62400	C/O
Housing	50	01	CDBG Administration - Education Reimbursement	3,200	-	180	180-61-0000-50-530-6150-00-01-62500	C/O
Housing	50	01	CDBG Administration - Telecommunications	1,000	-	180	180-61-0000-50-530-6101-00-01-63730	C/O
Housing	50	01	CDBG Administration - Telecommunications	624	-	180	180-61-0000-50-530-6150-00-01-63730	C/O
Housing	50	01	CDBG Administration - Advertising	256	-	180	180-61-0000-50-530-6150-00-01-64020	C/O
Housing	50	01	CDBG Administration - Printing	200	-	180	180-61-0000-50-530-6150-00-01-64140	C/O
Housing	50	01	CDBG Administration - Copying	15	-	180	180-61-0000-50-530-6150-00-01-64145	C/O
Housing	50	01	CDBG Administration - Rental - Land/Bldgs/Parking	2,500	-	180	180-61-0000-50-530-6101-00-01-64160	C/O
Housing	50	01	CDBG Administration - Other Professional Service	5,000	-	180	180-61-0000-50-530-6101-00-01-64900	C/O
Housing	50	01	CDBG Administration - Office Supplies	497	-	180	180-61-0000-50-530-6150-00-01-65060	C/O
Housing	50	01	CDBG Administration - Postage/Shipping	5	-	180	180-61-0000-50-530-6150-00-01-65080	C/O
Housing	50	01	CDBG Administration - Office Equipment	200	-	180	180-61-0000-50-530-6150-00-01-67250	C/O
Housing	76	02	CDBG LHH Match - 2021 - Loans	45,022	-	180	180-61-6121-76-750-6170-00-02-64134	C/O
Housing	76	02	CDBG Homeowner Rehab - Loans	250,000	-	180	180-61-6118-76-750-6170-00-02-64134	Shift from 6119900002
Housing	76	02	CDBG - Purchase, Rehab, Resale - Buildings	350,510	-	180	180-61-6126-76-750-6170-00-02-67500	C/O
Housing	76	02	CDBG LHH Match - 2024 - Loans	100,000	-	180	180-61-6129-76-750-6170-00-02-64134	Shift from 6100100016
Housing	76	02	CDBG Match - '24 HH Production - Other Capital Outlay	100,000	-	180	180-61-6130-76-750-6170-00-02-67990	Shift from 6100100015
Housing	76	02	Homeowner Rehab Program - Loans	(250,000)	-	180	180-61-0000-76-750-6170-00-02-64134	Shift to 6100200218
Housing	50	01	Grants - Community Dev Block Grants	-	(1,035,721)	180	180-61-0000-50-530-6150-04-01-44050	C/O
Housing	50	01	CDBG Zoning Enforcement - Services Other Depts	8,710	-	180	180-62-6125-50-510-6201-00-01-64005	Shift from Admin
Housing	50	01	Administration - Services Other Depts	(8,710)	-	180	180-62-0000-50-510-6201-00-01-64005	Shift to CDBG
			TOTAL COMMUNITY DEVELOPMENT BLOCK FUND	372,982	936,523			
UDAG FUND								
Housing	76	02	Hist Preservation Loan Fund - Loans	7,000	-	184	184-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Hist Preservation Loan Fund - Loans	780	-	184	184-61-0000-76-750-6170-00-02-64134	Adjust to Actual
			TOTAL UDAG FUND	7,780	-			
HOUSING TRUST FUND								
Housing	76	02	Housing Trust Fund - State Grants	-	(229,974)	185	185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	58,136	185	185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	231,167	185	185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	20,360	185	185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	229,974	185	185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	229,974	185	185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - State Grants	-	23,343	185	185-61-0000-76-750-6170-05-02-44400	Adjust to Actual
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	57,500	-	185	185-61-0000-76-750-6170-00-02-64130	Adjust to Actual
Housing	76	02	Housing Trust Fund - Loans	(57,500)	-	185	185-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Housing Trust Fund - Loans	23,343	-	185	185-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Housing Trust Fund - Buildings	114,914	-	185	185-61-0000-76-750-6170-00-02-67500	Adjust to Actual
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	53,169	-	185	185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	62,584	-	185	185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	02	Housing Trust Fund - Payments to Other Agencies	5,830	-	185	185-61-0000-76-750-6170-00-02-64130	C/O
Housing	76	02	Housing Trust Fund - Loans	222,381	-	185	185-61-0000-76-750-6170-00-02-64134	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Housing	76	02	Housing Trust Fund - Loans	250,334	-	185	185-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	02	Housing Trust Fund - Buildings	432,259	-	185	185-61-0000-76-750-6170-00-02-67500	C/O
			TOTAL HOUSING TRUST FUND	1,164,814	562,980			
STATE RENTAL REHAB FUND								
Housing	76	02	Home- Rental Five Points - Buildings	20,302	-	186	186-61-0000-76-750-6170-00-02-67500	Adjust to Actual
Housing	76	02	Home- Rental Five Points - Buildings	87,324	-	186	186-61-0000-76-750-6170-00-02-67500	C/O
Housing	76	02	LHAP Program - Buildings	122,643	-	186	186-61-0000-76-750-6170-00-02-67500	C/O
Housing	76	02	RRP Reserves - Loans	20,966	-	186	186-61-0000-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	RRP Reserves - Loans	22,821	-	186	186-61-0000-76-750-6170-00-02-64134	C/O
Housing	76	02	RRP Reserves - Buildings	309,099	-	186	186-61-0000-76-750-6170-00-02-67500	C/O
			TOTAL STATE RENTAL REHAB FUND	583,155	-			
LEAD PAINT FUND								
Housing	50	01	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(75,000)	188	188-61-0000-50-530-6150-04-01-44100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Salaries-Regular Full Time	361,668	-	188	188-61-0000-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Salaries-Regular Full Time	(57,856)	-	188	188-61-6115-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - FICA - City Contribution	27,668	-	188	188-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - FICA - City Contribution	139,766	-	188	188-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - FICA - City Contribution	(4,426)	-	188	188-61-6115-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - IPERS - City Contribution	34,141	-	188	188-61-0000-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - IPERS - City Contribution	(5,462)	-	188	188-61-6115-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Health Insurance	(10,067)	-	188	188-61-6115-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Life Insurance	(36)	-	188	188-61-6115-50-530-6150-00-01-61540	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Workers' Compensation	(422)	-	188	188-61-6115-50-530-6150-00-01-61600	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Vehicle Fuel - Gasoline	(178)	-	188	188-61-6115-50-530-6150-00-01-63312	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Telecommunications	(813)	-	188	188-61-6115-50-530-6150-00-01-63730	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Dust Wipe Testing	2,500	-	188	188-61-0000-50-530-6150-00-01- 64085	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Relocations	30,000	-	188	188-61-0000-50-530-6150-00-01- 64086	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Loans	884,375	-	188	188-61-6115-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	884,375	188	188-61-6115-50-530-6150-04-02-44100	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Loans	1,813,065	-	188	188-61-6115-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Loans	208,501	-	188	188-61-6114-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(208,501)	188	188-61-6114-50-530-6150-04-02-44100	Adjust to Actual
Housing	50	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	341,006	188	188-61-6114-50-530-6150-04-02-44100	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Loans	(2,465)	-	188	188-61-6114-50-530-6150-00-01-64134	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Copying	(285)	-	188	188-61-6115-50-530-6150-00-01-64145	Adjust to Actual
Housing	50	01	Lead and Healthy Homes 2021 - Operating Supplies	(205)	-	188	188-61-6115-50-530-6150-00-01-65070	Adjust to Actual
Housing	76	02	Lead and Healthy Homes 2021 - Loans	(1,300,000)	-	188	188-61-6115-76-750-6170-00-02-64134	Adjust to Actual
Housing	76	02	Lead and Healthy Homes 2021 - Housing & Urban Development	-	(1,300,000)	188	188-61-6115-76-750-6170-05-02-44100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Housing & Urban Development	-	(508,021)	188	188-61-0000-50-530-6150-04-01-44100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Contrib - Public Sources	-	(25,000)	188	188-61-0000-50-530-6150-04-01-47000	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Salaries-Regular Full Time	230,000	-	188	188-61-0000-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - FICA - City Contribution	18,000	-	188	188-61-0000-50-530-6150-00-01-61100	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - IPERS - City Contribution	20,000	-	188	188-61-0000-50-530-6150-00-01-61300	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Health Insurance	45,000	-	188	188-61-0000-50-530-6150-00-01-61510	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Life Insurance	150	-	188	188-61-0000-50-530-6150-00-01-61540	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Meetings & Conferences	10,000	-	188	188-61-0000-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Vehicle Repair - Internal	138	-	188	188-61-0000-50-530-6150-00-01-63320	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Dust Wipe Testing	8,000	-	188	188-61-0000-50-530-6150-00-01-64085	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Relocations	56,379	-	188	188-61-0000-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Payments to Other Agencies	61,214	-	188	188-61-0000-50-530-6150-00-01-64130	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Other Professional Service	5,000	-	188	188-61-0000-50-530-6150-00-01-64900	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Operating Supplies	5,573	-	188	188-61-0000-50-530-6150-00-01-65070	Adjust to Actual
Housing	50	01	2024 Lead and Healthy Homes - Office Equipment	50,045	-	188	188-61-0000-50-530-6150-00-01-67250	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Loans	400,000	-	188	188-61-6129-76-750-6150-00-02-64134	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Housing & Urban Development	-	375,000	188	188-61-6129-76-750-6150-05-02-44100	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Contrib - Public Sources	-	25,000	188	188-61-6129-76-750-6150-05-02-47000	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Loans	100,000	-	188	188-61-6132-76-750-6150-00-02-64134	Adjust to Actual
Housing	76	02	2024 Lead and Healthy Homes - Housing & Urban Development	-	100,000	188	188-61-6132-76-750-6150-05-02-44100	Adjust to Actual
Housing	50	02	2024 Healthy Homes Production Grant - Housing & Urban Development	-	375,417	188	188-61-6130-50-530-6150-00-02-44100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Housing & Urban Development	-	245,764	188	188-61-6130-50-530-6150-00-01-44100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Salaries-Regular Full Time	170,033	-	188	188-61-6130-50-530-6150-00-01-60100	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Meetings & Conferences	4,965	-	188	188-61-6130-50-530-6150-00-01-62400	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Education Reimbursement	5,160	-	188	188-61-6130-50-530-6150-00-01-62500	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Vehicle Fuel - Gasoline	1,983	-	188	188-61-6130-50-530-6150-00-01-63312	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Housing	50	01	2024 Healthy Homes Production Grant - Telecommunications	667	-	188	188-61-6130-50-530-6150-00-01-63730	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Accounting & Auditing	5,000	-	188	188-61-6130-50-530-6150-00-01-64010	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Advertising	1,333	-	188	188-61-6130-50-530-6150-00-01-64020	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Insurance - Liability	15,945	-	188	188-61-6130-50-530-6150-00-01-64081	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Dust Wipe Testing	2,250	-	188	188-61-6130-50-530-6150-00-01-64085	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Printing	350	-	188	188-61-6130-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Relocations	1,333	-	188	188-61-6130-50-530-6150-00-01-64086	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Payments to Other Agencies	16,800	-	188	188-61-6130-50-530-6150-00-01-64130	Adjust to Actual
Housing	50	02	2024 Healthy Homes Production Grant - Loans	375,417	-	188	188-61-6130-50-530-6150-00-02-64134	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Printing	1,680	-	188	188-61-6130-50-530-6150-00-01-64140	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Other Professional Service	3,227	-	188	188-61-6130-50-530-6150-00-01-64900	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Technology Equipment	13,440	-	188	188-61-6130-50-530-6150-00-01-65045	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Postage/Shipping	280	-	188	188-61-6130-50-530-6150-00-01-65080	Adjust to Actual
Housing	50	01	2024 Healthy Homes Production Grant - Office Equipment	1,317	-	188	188-61-6130-50-530-6150-00-01-67250	Adjust to Actual
Housing	50	01	Grants - Contrib - Public Sources	-	400	188	188-61-0000-50-530-6150-03-01-47000	Adjust to Actual
Housing	50	01	Grants - Deposits	-	22,000	188	188-61-0000-50-530-6150-03-01-47300	Adjust to Actual
			TOTAL LEAD PAINT FUND	3,750,148	252,440			
HOUSING CHOICE VOUCHER FUND								
Housing	50	01	HCV Admin Fee - Salaries-Regular Full Time	9,356	-	189	189-61-0000-50-530-6107-00-01-60100	C/O
Housing	50	01	Housing Choice Voucher - Technology Equipment	(800)	-	189	189-61-0000-50-530-6107-00-01-65045	Adjust to Actual
			TOTAL HOUSING CHOICE VOUCHER FUND	8,556	-			
CABLE TV FUND								
Communications Office	60	01	Media Services - Technology Equipment	(400)	-	190	190-69-0000-60-699-6903-00-01-65045	Adjust to Actual
Information Technology	76	02	City-wide comp/printer replac - Technology Equipment	400	-	190	190-77-0000-76-750-7770-00-02-65045	Shift from Operating
			TOTAL CABLE TV FUND	-	-			
STREET CONSTRUCTION FUND								
Public Works	76	02	Curb Replacement Program - Engineering - Internal	16,000	-	301	301-54-0000-76-750-5470-00-02-64075	C/O
Public Works	76	02	Curb Replacement Program - Other Capital Outlay	39,021	-	301	301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	42,076	-	301	301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Curb Ramp Program - Other Capital Outlay	279,014	-	301	301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Street Sign/Post Replacement - Signage	6,030	-	301	301-54-0000-76-750-5470-00-02-65110	C/O
Public Works	76	02	Vehicle access door replcmnt - Other Capital Outlay	78,019	-	301	301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	Heavy Vehicle Maintenance Lift Repl - Other Capital Outlay	86,268	-	301	301-54-0000-76-750-5470-00-02-67990	C/O
Public Works	76	02	MSC HVAC Replacement - Buildings	430,500	-	301	301-54-0000-76-750-5470-00-02-67500	Adjust to Actual
Public Works	76	02	MSC - Fuel System - Engineering - Internal	95,800	-	301	301-54-0000-76-750-5470-00-02-64075	Shift from 5429900019
Public Works	76	02	MSC - Fuel System - Other Capital Outlay	414,400	-	301	301-54-0000-76-750-5470-00-02-67990	Shift from 5429900019
Public Works	76	02	Vehicle Fuel Island Rehabilitation - Engineering - Internal	(95,800)	-	301	301-54-0000-76-750-5470-00-02-64075	Shift to 5429900018
Public Works	76	02	Vehicle Fuel Island Rehabilitation - Other Capital Outlay	(414,400)	-	301	301-54-0000-76-750-5470-00-02-67990	Shift to 5429900018
Public Works	76	02	Capital Projects - Buildings	551,730	-	301	301-54-0000-76-750-5470-00-02-67500	Adjust to Actual
Engineering	76	02	Speed Shields - Other Capital Outlay	36,769	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	East-West Corridor Capacity - State Grants	-	644,494	301	301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	14th Street Overpass - Federal Grants	-	8,242,367	301	301-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	02	14th Street Overpass - Contrib - Private Sources	-	750,000	301	301-55-0000-76-750-5570-05-02-47050	C/O
Engineering	76	02	14th Street Overpass - Engineering - Outsourced	2,709,937	-	301	301-55-0000-76-750-5570-05-02-64070	C/O
Engineering	76	02	14th Street Overpass - Engineering - Internal	84,772	-	301	301-55-0000-76-750-5570-05-02-64075	C/O
Engineering	76	02	14th Street Overpass - Land	2,181,046	-	301	301-55-0000-76-750-5570-05-02-67300	C/O
Engineering	76	02	14th Street Overpass - Other Capital Outlay	1,784,812	-	301	301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	02	Heeb Street - Engineering - Internal	25,725	-	301	301-55-0000-76-750-5570-05-02-64075	C/O
Engineering	76	02	Heeb Street - Other Capital Outlay	127,204	-	301	301-55-0000-76-750-5570-05-02-67990	C/O
Engineering	76	02	Pavement Rehabilitation - Engineering - Internal	100,647	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Pavement Rehabilitation - Other Capital Outlay	602,804	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Brick Paver Maintenance - Engineering - Internal	6,286	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Brick Paver Maintenance - Other Capital Outlay	76,785	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SPECIAL ASSESSMENT ASSIST - Other Capital Outlay	25,568	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SOUTHWEST ARTERIAL - Engineering - Internal	36,480	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	SOUTHWEST ARTERIAL - Other Capital Outlay	50,199	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SW ARTERIAL ITS CORRIDOR - State Grants	-	1,900,000	301	301-55-0000-76-750-5570-00-02-44400	C/O
Engineering	76	02	SW ARTERIAL ITS CORRIDOR - Engineering - Internal	75,596	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	SW ARTERIAL ITS CORRIDOR - Traffic St Light Comp/Equip	49,801	-	301	301-55-0000-76-750-5570-00-02-65055	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Professional Service	64,688	-	301	301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	PAVE PRES JOINT SEALING - Other Capital Outlay	139,722	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	NWA TOJ REHAB RECONSTRUCT - State Grants	-	75,000	301	301-55-0000-76-750-5570-00-02-44400	C/O
Engineering	76	02	3rd St Overpass- Paint - Other Capital Outlay	240,000	-	301	301-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	02	JFK & 32nd Intersection Recon - Contrib - Private Sources	-	27,825	301	301-55-0000-76-750-5570-03-02-47050	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Engineering	76	02	JFK & 32nd Intersection Recon - Other Professional Service	20,000	-	301	301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	JFK & 32nd Intersection Recon - Other Capital Outlay	3,433	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Hillcrest Rd Sidewalk - Engineering - Internal	40,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Wildwood Drive Bridge Replacement - Engineering - Internal	18,768	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Wildwood Drive Bridge Replacement - Other Capital Outlay	50,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	3rd St Overpass Sidewalk Replacemen - Engineering - Internal	18,276	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	3rd St Overpass Sidewalk Replacemen - Other Capital Outlay	125,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Auburn and Custer Pavement - Engineering - Internal	50,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Auburn and Custer Pavement - Engineering - Internal	50,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Auburn and Custer Pavement - Other Capital Outlay	450,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Auburn and Custer Pavement - Other Capital Outlay	450,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Street light control install - Engineering - Internal	9,294	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Street light control install - Other Capital Outlay	63,116	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Grandview Street Light Repl - Engineering - Internal	5,000	-	301	301-55-0000-76-750-5570-90-02-64075	C/O
Engineering	76	02	Grandview Street Light Repl - Other Capital Outlay	5,065	-	301	301-55-0000-76-750-5570-90-02-67990	C/O
Engineering	76	02	Street Light Meter Instal - Engineering - Internal	10,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Street Light Meter Instal - Other Capital Outlay	80,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Emergency Preemption expan - Other Capital Equipment	5,512	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Guardrail Replacement - Engineering - Internal	3,660	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Guardrail Replacement - Other Capital Outlay	23,355	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic Signal Mastarm retro - Engineering - Internal	8,050	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Mastarm retro - Other Capital Outlay	121,583	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Fiber Optic Conduit - Engineering - Internal	2,500	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Fiber Optic Conduit - Other Capital Outlay	32,649	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Fiber Infrastructure mgmt - Other Capital Outlay	15,454	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	TRAFFIC SIG FIBER OPTIC NET - Engineering - Internal	10,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	TRAFFIC SIG FIBER OPTIC NET - Other Capital Outlay	100,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Flash Yellow Left Turn - Other Equipment	9,850	-	301	301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	02	Replc LED Signs Beacons - Other Equipment	15,406	-	301	301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	02	West Locust Comm/Cameras - Traffic St Light Comp/Equip	2,600	-	301	301-55-0000-76-750-5570-00-02-65055	C/O
Engineering	76	02	West Locust Comm/Cameras - Other Capital Outlay	14,900	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Asbury Rd Signalization - Other Equipment	5,000	-	301	301-55-0000-76-750-5570-00-02-65050	C/O
Engineering	76	02	Asbury Rd Signalization - Other Capital Outlay	18,694	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	DBQ Entry Point Camera - Engineering - Internal	10,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	DBQ Entry Point Camera - Technology Services	59,500	-	301	301-55-0000-76-750-5570-00-02-64190	C/O
Engineering	76	02	DBQ Entry Point Camera - Other Capital Outlay	55,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Hyperflow Pilot Grant - Traffic Sig - State Grants	-	55,000	301	301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	STREETS Traffic Control Project Pha - State Grants	-	1,858,800	301	301-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	STREETS Traffic Control Project Pha - Engineering - Internal	49,855	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	STREETS Traffic Control Project Pha - Other Professional Service	2,091,150	-	301	301-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	16TH ST DET BASIN TRAIL - Engineering - Internal	23,242	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	16TH ST DET BASIN TRAIL - Other Capital Outlay	165,461	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Union at Marina - Other Capital Outlay	(31,441)	-	301	301-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	02	Traffic Signal Battery Backup - Other Capital Equipment	49,906	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Traffic Signal Conduit Repl - Engineering - Internal	54,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Conduit Repl - Other Capital Outlay	46,664	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic Signal Controller Rep - Other Capital Equipment	126,000	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Traffic Signal Inter Reconst - Engineering - Internal	18,288	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Inter Reconst - Other Capital Outlay	201,760	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	ITS Traffic Control Equipment - Engineering - Internal	10,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	ITS Traffic Control Equipment - Other Capital Equipment	59,000	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	ITS Traffic Control Equipment - Other Capital Outlay	38,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Signalization Program - Engineering - Internal	5,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Signalization Program - Other Capital Outlay	41,825	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Traffic Signal Vehicle Detect - Engineering - Internal	10,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Traffic Signal Vehicle Detect - Other Capital Equipment	67,886	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	LED Re-lamp Schedule - Engineering - Internal	3,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	LED Re-lamp Schedule - Other Capital Equipment	40,350	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Surge&ground impr at signals - Other Capital Equipment	3,000	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Surge&ground impr at signals - Other Capital Outlay	39,648	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Street Camera Installation - Other Capital Equipment	132,675	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Street Camera Installation - Other Capital Outlay	4,214	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Broadband Acceleration/access - Engineering - Internal	50,000	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Broadband Acceleration/access - Other Capital Outlay	150,000	-	301	301-55-0000-76-750-5570-00-02-67990	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Engineering	76	02	Inet Fiber Build Out - Engineering - Internal	8,749	-	301	301-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Inet Fiber Build Out - Other Capital Equipment	10,000	-	301	301-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Inet Fiber Build Out - Other Capital Outlay	90,654	-	301	301-55-0000-76-750-5570-00-02-67990	C/O
			TOTAL STREET CONSTRUCTION FUND	15,468,050	13,553,486			
SALES TAX INCREMENT CONSTRUCTION FUND								
Engineering	76	02	Water Plant Flood Protection System - State Grants	-	125,000	303	303-55-0000-76-750-5570-05-02-44400	C/O
Engineering	76	02	Water Plant Flood Protection System - Engineering - Internal	125,000	-	303	303-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Bee Branch Trail Connect - Other Capital Outlay	42,730	-	303	303-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	76	02	Bee Branch Trail Connect - State Grants	-	214,588	303	303-55-0000-76-750-5570-05-02-44400	New Grant
Engineering	76	02	Bee Branch Trail Connect - Other Capital Outlay	308,471	-	303	303-55-0000-76-750-5570-00-02-67990	New Grant
Engineering	76	02	Bee Branch Gate&pump replc - Federal Grants	-	4,145,948	303	303-55-0000-76-750-5570-05-02-44000	C/O
Engineering	76	02	Bee Branch Gate&pump replc - Other Capital Outlay	3,376,062	-	303	303-55-0000-76-750-5570-00-02-67990	C/O
Engineering	82	02	FLOOD CONTROL MAINT FACILITY - Other Capital Outlay	639,233	-	303	303-55-0000-82-865-5570-00-02-67990	C/O
			TOTAL SALES TAX INCREMENT CONSTRUCTION FUND	4,491,496	4,485,536			
SALES TAX FUND (20%)								
Fire	76	02	Outdoor Warning Siren Service - Other Capital Equipment	1,237	-	304	304-13-0000-76-750-1370-00-02-67270	Adjust to Actual
Fire	76	02	Outdoor Warning Siren Service - Other Capital Equipment	43,824	-	304	304-13-0000-76-750-1370-00-02-67270	C/O
Fire	76	02	Station 6 Roof/tuck repairs - Buildings	19,346	-	304	304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	Station 6 Roof/tuck repairs - Engineering - Internal	8,000	-	304	304-13-0000-76-750-1370-00-02-64075	C/O
Fire	76	02	Station 6 Roof/tuck repairs - Other Professional Service	4,907	-	304	304-13-0000-76-750-1370-00-02-64900	C/O
Fire	76	02	Station 6 Roof/tuck repairs - Buildings	161,082	-	304	304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	HVAC replcmnt Fire HQ - Buildings	10,187	-	304	304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	HVAC replcmnt Fire HQ - Buildings	111,711	-	304	304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	HVAC replcmnt Fire HQ - Engineering - Internal	200,000	-	304	304-13-0000-76-750-1370-00-02-64075	C/O
Fire	76	02	HVAC replcmnt Fire HQ - Buildings	786,038	-	304	304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Fire Station Exhaust Systems - Other Capital Equipment	55,752	-	304	304-13-0000-76-750-1370-00-02-67270	C/O
Fire	76	02	BLDG MAINT AT STATION 3 - Buildings	14,378	-	304	304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Ladder Truck & Pumper Replacement - Heavy Equipment	332	-	304	304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	Ladder Truck & Pumper Replacement - Heavy Equipment	19,668	-	304	304-13-0000-76-750-1370-00-02-67230	C/O
Fire	76	02	Fire Boat Replacement - Heavy Equipment	8,220	-	304	304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	Fire Boat Replacement - Heavy Equipment	6,343	-	304	304-13-0000-76-750-1370-00-02-67230	C/O
Fire	76	02	Fire Department Bunk Room Remodel - Buildings	137,564	-	304	304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	Fire Department Bunk Room Remodel - Engineering - Outsourced	93,499	-	304	304-13-0000-76-750-1370-00-02-64070	C/O
Fire	76	02	Fire Department Bunk Room Remodel - Engineering - Internal	100,000	-	304	304-13-0000-76-750-1370-00-02-64075	C/O
Fire	76	02	Fire Department Bunk Room Remodel - Buildings	435,082	-	304	304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	All Fire Stations - Tuck Pointing, - Buildings	119,857	-	304	304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	All Fire Stations - Tuck Pointing, - Buildings	77,527	-	304	304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Fire Administration Office Update - Buildings	79,785	-	304	304-13-0000-76-750-1370-00-02-67500	Adjust to Actual
Fire	76	02	Fire Administration Office Update - Engineering - Outsourced	29,996	-	304	304-13-0000-76-750-1370-00-02-64070	C/O
Fire	76	02	Fire Administration Office Update - Buildings	243,771	-	304	304-13-0000-76-750-1370-00-02-67500	C/O
Fire	76	02	Station 6 Off Street Parking Lot - Other Capital Outlay	57,900	-	304	304-13-0000-76-750-1370-00-02-67990	C/O
Fire	76	02	Community AED Implementation - Legal	1,010	-	304	304-13-0000-76-750-1370-00-02-64110	Adjust to Actual
Fire	76	02	Community AED Implementation - Legal	21,348	-	304	304-13-0000-76-750-1370-00-02-64110	C/O
Fire	76	02	2027 Fire Engine Replacement - 1907 - Proceeds from GO Debt	-	507,280	304	304-13-0000-76-750-1370-03-02-48200	Adjust to Actual
Fire	76	02	2027 Fire Engine Replacement - 1907 - Heavy Equipment	900,000	-	304	304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	2028 Fire Engine Replacement - 1905 - Proceeds from GO Debt	-	950,000	304	304-13-0000-76-750-1370-03-02-48200	Adjust to Actual
Fire	76	02	2028 Fire Engine Replacement - 1905 - Heavy Equipment	950,000	-	304	304-13-0000-76-750-1370-00-02-67230	Adjust to Actual
Fire	76	02	Capital Projects - Other Capital Outlay	37,924	-	304	304-13-0000-76-750-1370-00-02-67990	Adjust to Actual
Ice Center	76	02	Ice Arena - Emergency Light and Ven - Internal Service Charge	5,000	-	304	304-28-0000-76-750-2870-00-02-64004	C/O
Ice Center	76	02	Ice Arena - Emergency Light and Ven - Buildings	69,000	-	304	304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Generator - Other Professional Service	25,000	-	304	304-28-0000-76-750-2870-00-02-64900	C/O
Ice Center	76	02	Ice Center Generator - Other Capital Equipment	250,000	-	304	304-28-0000-76-750-2870-00-02-67270	C/O
Ice Center	76	02	Ice Center Generator - Buildings	26,097	-	304	304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Generator - Buildings	25,000	-	304	304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Dehumidification - Other Capital Outlay	110,000	-	304	304-28-0000-76-750-2870-00-02-67990	Adjust to Actual
Ice Center	76	02	Ice Center Dehumidification - Engineering - Outsourced	12,500	-	304	304-28-0000-76-750-2870-00-02-64070	C/O
Ice Center	76	02	Ice Center Dehumidification - Buildings	23,575	-	304	304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Safety Improvement - Services Other Depts	2,320	-	304	304-28-0000-76-750-2870-00-02-64005	C/O
Ice Center	76	02	Ice Center Safety Improvement - Buildings	58,000	-	304	304-28-0000-76-750-2870-00-02-67500	C/O
Ice Center	76	02	Ice Center Concession Upgrade - Services Other Depts	6,800	-	304	304-28-0000-76-750-2870-00-02-64005	C/O
Ice Center	76	02	Ice Center Mechanical System - Engineering - Outsourced	60,000	-	304	304-28-0000-76-750-2870-00-02-64070	C/O
Ice Center	76	02	Ice Center 2nd Generator - Other Capital Outlay	225,000	-	304	304-28-0000-76-750-2870-00-02-67990	Adjust to Actual
Parks Division	76	02	Comprehensive Parks Masterplan - Other Professional Service	21,315	-	304	304-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	Street Tree Program - Tree Maintenance	42,166	-	304	304-30-0000-76-750-3070-00-02-63230	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Parks Division	76	02	Street Tree Program - Other Contractual Service	66,115	-	304	304-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	Shiras Pavilion Renovation - Buildings	97,000	-	304	304-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	Resurface Tennis Courts - Other Capital Outlay	492,000	-	304	304-30-0000-76-750-3070-00-02-67990	Adjust to Actual
Parks Division	76	02	Resurface Tennis Courts - Salaries-Regular Full Time	30,000	-	304	304-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	Parks-Replace security lights - Other Equipment	3,422	-	304	304-30-0000-76-750-3070-00-02-65050	C/O
Parks Division	76	02	MADISON PARK - Services Other Depts	20,700	-	304	304-30-0000-76-750-3070-00-02-64005	Adjust to Actual
Parks Division	76	02	MADISON PARK - Other Capital Equipment	87,500	-	304	304-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	MADISON PARK - Services Other Depts	3,300	-	304	304-30-0000-76-750-3070-00-02-64005	C/O
Parks Division	76	02	MADISON PARK - Other Contractual Service	10,000	-	304	304-30-0000-76-750-3070-00-02-64990	C/O
Parks Division	76	02	MADISON PARK - Other Capital Equipment	72,500	-	304	304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Murphy Play Equipment - Other Capital Equipment	62,868	-	304	304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Gay Park- Replace Play Unit - Engineering - Outsourced	24,000	-	304	304-30-0000-76-750-3070-00-02-64070	Adjust to Actual
Parks Division	76	02	Gay Park- Replace Play Unit - Other Capital Equipment	142,794	-	304	304-30-0000-76-750-3070-00-02-67270	Adjust to Actual
Parks Division	76	02	Gay Park- Replace Play Unit - Salaries-Regular Full Time	10,000	-	304	304-30-0000-76-750-3070-00-02-60100	Adjust to Actual
Parks Division	76	02	Gay Park- Replace Play Unit - Other Capital Equipment	79,942	-	304	304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	Gay Park- Replace Play Unit - Other Capital Outlay	10,000	-	304	304-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Bunker Building Remediation - Other Capital Equipment	9,142	-	304	304-30-0000-76-750-3070-00-02-67270	C/O
Parks Division	76	02	HAM HOUSE - PAINT - Buildings	391	-	304	304-30-0000-76-750-3070-00-02-67500	Adjust to Actual
Parks Division	76	02	HAM HOUSE - PAINT - Buildings	28,874	-	304	304-30-0000-76-750-3070-00-02-67500	C/O
Civic Center	76	02	Five Flags Building Impr - Buildings	454,341	-	304	304-32-0000-76-750-3270-00-02-67500	Adjust to Actual
Civic Center	76	02	Theater-Plaster Restoration - Services Other Depts	12,000	-	304	304-32-0000-76-750-3270-00-02-64005	C/O
Civic Center	76	02	Theater-Plaster Restoration - Buildings	200,000	-	304	304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	ARENA CHAIRS - Buildings	22	-	304	304-32-0000-76-750-3270-00-02-67500	Adjust to Actual
Civic Center	76	02	ARENA CHAIRS - Buildings	48,434	-	304	304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	Accessibility Bldg Modifi - Buildings	11,586	-	304	304-32-0000-76-750-3270-00-02-67500	C/O
Civic Center	76	02	Accessibility Bldg Modifi - Buildings	(11,586)	-	304	304-32-0000-76-750-3270-00-02-67500	Shift to 3249900018
Civic Center	76	02	CSL Int Five Flags Management Advis - Other Professional Service	11,586	-	304	304-32-0000-76-750-3270-00-02-64900	Shift from 3249900017
Conference Center	76	02	GRC ENERGY EFFICIENCY IMP - Technology Equipment	84,678	-	304	304-33-0000-76-750-3370-00-02-65045	C/O
Conference Center	76	02	GRC ENERGY EFFICIENCY IMP - Technology Equipment	22	-	304	304-33-0000-76-750-3370-00-02-65045	C/O
Conference Center	76	02	AUDIO-VIS & SOUND EQUIP - Other Professional Service	3,000	-	304	304-33-0000-76-750-3370-00-02-64900	C/O
Recreation Division	76	02	Flora & Sutton Pool Tank Resurfacin - Other Capital Outlay	139,380	-	304	304-34-0000-76-750-3470-00-02-67990	C/O
Recreation Division	76	02	Sutton Pool - Operational Projects - Other Capital Outlay	65,000	-	304	304-34-0000-76-750-3470-00-02-67990	C/O
Public Works	76	02	Ice Harbor Gates Fender Repl - Other Capital Outlay	331,507	-	304	304-54-0000-76-750-5470-00-02-67990	C/O
Engineering	76	02	Sidewalk Financial Assist - Payments to Other Agencies	12,451	-	304	304-55-0000-76-750-5570-00-02-64130	C/O
Engineering	76	02	Street Light Replacement - Other Capital Outlay	11,750	-	304	304-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	RIVERFRONT LEASEHOLD IMPR - Other Capital Outlay	275,000	-	304	304-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Harbor Area Maintenance - Iowa Dept of Natural Resources	-	170,100	304	304-55-0000-76-750-5570-00-02-44500	New Grant
Engineering	76	02	Harbor Area Maintenance - Contrib - Private Sources	-	100,000	304	304-55-0000-76-750-5570-00-02-47050	New Grant
Engineering	76	02	Harbor Area Maintenance - Other Capital Outlay	270,100	-	304	304-55-0000-76-750-5570-00-02-67990	New Grant
Engineering	76	02	MFC - HVAC roof access equip - Engineering - Internal	5,500	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	MFC - HVAC roof access equip - Other Professional Service	12,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	MFC - HVAC roof access equip - Buildings	70,000	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC Building Stabilization - Engineering - Internal	7,000	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	MFC Building Stabilization - Other Professional Service	9,451	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	MFC Building Stabilization - Buildings	58,500	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Maintenance - Engineering - Internal	12,500	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	City Hall Maintenance - Other Professional Service	16,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	City Hall Maintenance - Buildings	75,428	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall HVAC Control Exp - Engineering - Internal	4,015	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	City Hall HVAC Control Exp - Other Professional Service	7,150	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Cty Facility Security Upgrade - Other Professional Service	32,500	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Cty Facility Security Upgrade - Technology Equipment	68,124	-	304	304-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	02	Cty Facility Security Upgrade - Buildings	38,722	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Remodeling - Buildings	11,926	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	City Hall Annex Maint - Buildings	47,217	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Dilapidated Bdg Assess - Other Professional Service	23,575	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	City Hall North Basement Wall Water - Buildings	50,000	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC Tuckpointing - Other Professional Service	3,200	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	MFC Tuckpointing - Buildings	7,606	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Old Engine House Building Envelope - Engineering - Internal	3,200	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Old Engine House Building Envelope - Other Professional Service	6,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Old Engine House Building Envelope - Buildings	31,500	-	304	304-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Federal Building Drainage Imp - Engineering - Internal	41,747	-	304	304-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Federal Building Drainage Imp - Other Professional Service	10,000	-	304	304-55-0000-76-750-5570-00-02-64900	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Engineering	76	02	Federal Building Drainage Imp - Other Capital Outlay	229,624	-	304	304-55-0000-76-750-5570-00-02-67990	C/O
Economic Development	76	02	South Port Master Plan Impl - Other Capital Outlay	45,000	-	304	304-60-0000-76-750-6070-00-02-67990	C/O
Communications Office	76	02	Aerial Orthophotography - Other Professional Service	(82,500)	-	304	304-69-0000-76-750-6970-00-02-64900	Shift to 7769900018
City Manager's Office	76	02	ENRGY EFFICI REVOL FUND - Loans	15,873	-	304	304-72-0000-76-750-7270-00-02-64134	C/O
Finance	76	02	Computer System Upgrade - Technology Equipment	8,710	-	304	304-74-0000-76-750-7470-00-02-65045	Adjust to Actual
Finance	76	02	Computer System Upgrade - Technology Equipment	400,175	-	304	304-74-0000-76-750-7470-00-02-65045	C/O
Information Technology	76	02	Network Switch Replacement - Technology Equipment	43,768	-	304	304-77-0000-76-750-7770-00-02-65045	C/O
Information Technology	76	02	Capital Projects - Other Professional Service	82,500	-	304	304-77-0000-76-750-7770-00-02-64900	Shift from 6969900001
			TOTAL SALES TAX FUND	10,263,891	1,727,380			
GENERAL CONSTRUCTION FUND								
Parks Division	76	02	JACKSON PARK RESTROOMS - Buildings	249,029	-	305	305-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	JACKSON PARK RESTROOMS - Buildings	1,768	-	305	305-30-0000-76-750-3070-00-02-67500	C/O
Parks Division	76	02	JACKSON PARK AMENITIES - Other Capital Outlay	310,026	-	305	305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	JACKSON PARK AMENITIES - Other Capital Outlay	1,613	-	305	305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	TOWN CLOCK IMPROVEMENTS - Engineering - Outsourced	4,854	-	305	305-30-0000-76-750-3070-00-02-64070	C/O
Parks Division	76	02	TOWN CLOCK IMPROVEMENTS - Other Capital Outlay	76,043	-	305	305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	TOWN CLOCK IMPROVEMENTS - Other Capital Outlay	222	-	305	305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	Re-imagine Comiskey - Other Professional Service	7,253	-	305	305-30-0000-76-750-3070-00-02-64900	C/O
Parks Division	76	02	Re-imagine Comiskey - State Grants	-	1,980,699	305	305-30-0000-76-750-3070-05-02-44400	New Grant
Parks Division	76	02	Re-imagine Comiskey - Other Capital Outlay	1,980,699	-	305	305-30-0000-76-750-3070-00-02-67990	New Grant
Parks Division	76	02	Re-imagine Comiskey - Other Capital Outlay	6,850	-	305	305-30-0000-76-750-3070-00-02-67990	Shift from 3049900007
Parks Division	76	02	COMISKEY LANDSCAPE - Other Capital Outlay	6,850	-	305	305-30-0000-76-750-3070-00-02-67990	C/O
Parks Division	76	02	COMISKEY LANDSCAPE - Other Capital Outlay	(6,850)	-	305	305-30-0000-76-750-3070-00-02-67990	Shift to 3049900001
Parks Division	76	02	Chaplain Schmitt Island - Iowa Amph - Other Professional Service	(1,003,996)	-	305	305-30-0000-76-750-3070-00-02-64900	Shift to 5575000022
Civic Center	76	02	Five Flags Building Impr - Other Professional Service	31,062	-	305	305-32-0000-76-750-3270-00-02-64900	Adjust to Actual
Civic Center	76	02	Five Flags Building Impr - Other Capital Outlay	71,253	-	305	305-32-0000-76-750-3270-00-02-67990	Adjust to Actual
Civic Center	76	02	Five Flags Building Impr - Other Professional Service	574,975	-	305	305-32-0000-76-750-3270-00-02-64900	C/O
Conference Center	76	02	Replace Carpet - Engineering - Outsourced	4,780	-	305	305-33-0000-76-750-3370-00-02-64070	C/O
Conference Center	76	02	Replace Carpet - Other Professional Service	1,732	-	305	305-33-0000-76-750-3370-00-02-64900	C/O
Conference Center	76	02	Replace Carpet - Buildings	202,155	-	305	305-33-0000-76-750-3370-00-02-67500	C/O
Conference Center	76	02	Market Study and Assess - Engineering - Internal	45,922	-	305	305-33-0000-76-750-3370-00-02-64075	C/O
Conference Center	76	02	Roof Restoration - Internal Service Charge	7,000	-	305	305-33-0000-76-750-3370-00-02-64004	C/O
Conference Center	76	02	Roof Restoration - Buildings	70,000	-	305	305-33-0000-76-750-3370-00-02-67500	C/O
Conference Center	76	02	Public Restroom Remodels - Internal Service Charge	19,500	-	305	305-33-0000-76-750-3370-00-02-64004	C/O
Conference Center	76	02	Public Restroom Remodels - Engineering - Outsourced	7,500	-	305	305-33-0000-76-750-3370-00-02-64070	C/O
Conference Center	76	02	Public Restroom Remodels - Buildings	293,345	-	305	305-33-0000-76-750-3370-00-02-67500	C/O
Parking Division	76	02	Municipal Parking Lot Maint - Engineering - Internal	18,000	-	305	305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Municipal Parking Lot Maint - Other Capital Outlay	78,318	-	305	305-46-0000-76-750-4670-00-02-67990	C/O
Parking Division	76	02	Parking Ramp Maintenance - Other Professional Service	6,335	-	305	305-46-0000-76-750-4670-00-02-64900	Adjust to Actual
Parking Division	76	02	Parking Ramp Maintenance - Proceeds from GO Debt	-	5,611,490	305	305-46-0000-76-750-4670-03-02-48200	C/O
Parking Division	76	02	Parking Ramp Maintenance - Engineering - Internal	95,000	-	305	305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Parking Ramp Maintenance - Other Professional Service	330,678	-	305	305-46-0000-76-750-4670-00-02-64900	C/O
Parking Division	76	02	Parking Ramp Maintenance - Buildings	6,125,116	-	305	305-46-0000-76-750-4670-00-02-67500	C/O
Parking Division	76	02	Smart Parking System - Other Capital Outlay	8,978	-	305	305-46-0000-76-750-4670-00-02-67990	Adjust to Actual
Parking Division	76	02	Smart Parking System - Other Capital Outlay	867	-	305	305-46-0000-76-750-4670-00-02-67990	Adjust to Actual
Parking Division	76	02	Smart Parking System - Other Capital Outlay	56,637	-	305	305-46-0000-76-750-4670-00-02-67990	Adjust to Actual
Parking Division	76	02	Smart Parking System - Engineering - Internal	65,516	-	305	305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Smart Parking System - Other Professional Service	268,074	-	305	305-46-0000-76-750-4670-00-02-64900	C/O
Parking Division	76	02	Smart Parking System - Other Capital Outlay	2,232,183	-	305	305-46-0000-76-750-4670-00-02-67990	C/O
Parking Division	76	02	Port of Dubuque Parking Lot Resurfa - Engineering - Internal	60,000	-	305	305-46-0000-76-750-4670-00-02-64075	C/O
Parking Division	76	02	Port of Dubuque Parking Lot Resurfa - Other Capital Outlay	525,000	-	305	305-46-0000-76-750-4670-00-02-67990	C/O
Transit Division	76	02	BUS DC CHARGING STATION - Federal Grants	-	79,000	305	305-53-0000-76-750-5370-05-02-44000	C/O
Engineering	76	02	East-West Corridor Capacity - Engineering - Internal	18,962	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	14th Street Overpass - Engineering - Internal	57,106	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	14th Street Overpass - Consulting Engineers	1,931,732	-	305	305-55-0000-76-750-5570-00-02-64850	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Proceeds from GO Debt	-	457,000	305	305-55-0000-76-750-5570-03-02-48200	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Engineering - Internal	70,041	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Other Capital Outlay	412,222	-	305	305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Proceeds from GO Debt	-	(457,000)	305	305-55-0000-76-750-5570-03-02-48200	Shift to 5529900005
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Engineering - Internal	(70,041)	-	305	305-55-0000-76-750-5570-00-02-64075	Shift to 5529900005
Engineering	76	02	SOUTH PORT REDEVELOPMENT - Other Capital Outlay	(412,222)	-	305	305-55-0000-76-750-5570-00-02-67990	Shift to 5529900005
Engineering	76	02	3rd Main Chamber Ext Patio Repair - Engineering - Internal	19,886	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	3rd Main Chamber Ext Patio Repair - Buildings	167,195	-	305	305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	Street Light Replacement - Engineering - Internal	5,000	-	305	305-55-0000-76-750-5570-00-02-64075	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Engineering	76	02	Street Light Replacement - Other Capital Outlay	184,762	-	305	305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	Dwntwn St Light Replacmnt - Other Capital Equipment	2,994	-	305	305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	LED Streetlight Retrofit - Other Capital Equipment	5,224	-	305	305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	DT Security Cameras - Technology Equipment	24,336	-	305	305-55-0000-76-750-5570-00-02-65045	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Engineering - Internal	16,947	-	305	305-55-0000-76-750-5570-00-02-64075	Adjust to Actual
Engineering	76	02	POD RIVERFRONT DOCK EXP - Contrib - Private Sources	-	983,053	305	305-55-0000-76-750-5570-03-02-47050	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Engineering - Outsourced	110,468	-	305	305-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Engineering - Internal	33,315	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	POD RIVERFRONT DOCK EXP - Other Capital Outlay	1,199,894	-	305	305-55-0000-76-750-5570-00-02-67990	C/O
Engineering	76	02	ABC SUPPLY BUILD DECON - Proceeds from GO Debt	-	457,000	305	305-55-0000-76-750-5570-03-02-48200	Shift from 5521000036
Engineering	76	02	ABC SUPPLY BUILD DECON - Engineering - Internal	70,041	-	305	305-55-0000-76-750-5570-00-02-64075	Shift from 5521000036
Engineering	76	02	ABC SUPPLY BUILD DECON - Other Capital Outlay	412,222	-	305	305-55-0000-76-750-5570-00-02-67990	Shift from 5521000036
Engineering	76	02	ADA Compliance and Facilities Manag - Other Professional Service	(50,000)	-	305	305-55-0000-76-750-5570-00-02-64900	Adjust to Actual
Engineering	76	02	Downtown Bike Lockers - Other Capital Equipment	15,000	-	305	305-55-0000-76-750-5570-00-02-67270	C/O
Engineering	76	02	Federal Building Renovation - Engineering - Outsourced	20,000	-	305	305-55-0000-76-750-5570-00-02-64070	C/O
Engineering	76	02	Federal Building Renovation - Engineering - Internal	168,966	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Federal Building Renovation - Other Professional Service	445,819	-	305	305-55-0000-76-750-5570-00-02-64900	C/O
Engineering	76	02	Federal Building Renovation - Financial Consultant	3,313,680	-	305	305-55-0000-76-750-5570-00-02-68980	C/O
Engineering	76	02	Federal Building Renovation - Financial Consultant	93,076	-	305	305-55-0000-76-750-5570-00-02-68980	C/O
Engineering	76	02	Federal Building Renovation - Financial Consultant	464	-	305	305-55-0000-76-750-5570-00-02-68980	C/O
Engineering	76	02	City Hall Maintenance - Engineering - Internal	5,000	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	City Hall Maintenance - Buildings	70,000	-	305	305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC - Basement Rehabilitation - Buildings	26,040	-	305	305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC - HVAC Replacement - Buildings	40,000	-	305	305-55-0000-76-750-5570-00-02-67500	C/O
Engineering	76	02	MFC 2nd Floor - Buildings	22	-	305	305-55-0000-76-750-5570-00-02-67500	Adjust to Actual
Engineering	76	02	MFC 2nd Floor - Buildings	29	-	305	305-55-0000-76-750-5570-00-02-67500	Adjust to Actual
Engineering	76	02	Iowa Amphitheater on Schmitt Island - Other Professional Service	1,003,996	-	305	305-55-0000-76-750-5570-00-02-64900	Shift from 3049900010
Engineering	76	02	Street Camera Installation - Engineering - Internal	5,000	-	305	305-55-0000-76-750-5570-00-02-64075	C/O
Engineering	76	02	Street Camera Installation - Other Capital Equipment	170,760	-	305	305-55-0000-76-750-5570-00-02-67270	C/O
Economic Development	76	02	Central Ave Streetscape Plan - Other Capital Outlay	20,390	-	305	305-60-0000-76-750-6070-00-02-67990	Adjust to Actual
Economic Development	76	02	Central Ave Streetscape Plan - Other Capital Outlay	198,853	-	305	305-60-0000-76-750-6070-00-02-67990	C/O
Economic Development	76	02	Dowtown Rehab Grant Program - Grants	200,000	-	305	305-60-0000-76-750-6070-00-02-64135	C/O
Economic Development	76	02	DT Housing Creation Grant - Grants	330,000	-	305	305-60-0000-76-750-6070-00-02-64135	C/O
Economic Development	76	02	Central Ave Housing Loan - Loans	360,000	-	305	305-60-0000-76-750-6070-00-02-64134	C/O
Economic Development	76	02	Green Space HMD - Engineering - Outsourced	94,760	-	305	305-60-0000-76-750-6070-00-02-64070	C/O
Economic Development	76	02	Green Space HMD - Other Capital Outlay	300,000	-	305	305-60-0000-76-750-6070-00-02-67990	C/O
Economic Development	76	02	Incremental Development - Engineering - Internal	150,000	-	305	305-60-0000-76-750-6070-00-02-64075	C/O
City Manager's Office	76	02	Low-Income Solar Pilot Proj - Payments to Other Agencies	20,000	-	305	305-72-0000-76-750-7270-00-02-64130	C/O
Finance	76	02	Computer System Upgrade - Technology Equipment	17,250	-	305	305-74-0000-76-750-7470-00-02-65045	C/O
			TOTAL GENERAL CONSTRUCTION FUND	24,113,476	9,111,242			
GOLF CONSTRUCTION FUND								
Recreation Division	76	02	Golf Course Irrigation - Other Capital Outlay	20,000	-	306	306-34-0000-76-750-3470-00-02-67990	C/O
			TOTAL GOLF CONSTRUCTION FUND	20,000	-			
AIRPORT CONSTRUCTION FUND								
Airport	76	02	Corporate Hanger Lighting - Buildings	10,100	-	308	308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	02	Construct Solar PV System - Federal Grants	-	335,149	308	308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Construct Solar PV System - Federal Grants	-	27,514	308	308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Construct Solar PV System - Engineering - Outsourced	20,000	-	308	308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	Terminal Geothermal Pump Repl - Federal Grants	-	35,000	308	308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Terminal Geothermal Pump Repl - Other Capital Equipment	24,910	-	308	308-51-0000-76-750-5170-00-02-67270	C/O
Airport	76	02	Corporate Hangar Maintenance - Federal Grants	-	80,000	308	308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Corporate Hangar Maintenance - Buildings	84,319	-	308	308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	02	Reconstruct Taxiway Alpha - Federal Grants	-	14,221,472	308	308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Reconstruct Taxiway Alpha - Engineering - Outsourced	1,453,121	-	308	308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	Reconstruct Taxiway Alpha - Other Capital Outlay	7,722,198	-	308	308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	PAVEMENT CONDITION INDEX - Federal Grants	-	85,000	308	308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	PAVEMENT CONDITION INDEX - Engineering - Outsourced	85,000	-	308	308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	AIRPORT FENCING/HAZARD ST - Other Capital Outlay	20,066	-	308	308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	AIRPORT STORM DRAIN IMPRO - Buildings	15,000	-	308	308-51-0000-76-750-5170-00-02-67500	C/O
Airport	76	02	AIRPORT ASPHALT REPAIR - Engineering - Internal	8,702	-	308	308-51-0000-76-750-5170-00-02-64075	C/O
Airport	76	02	AIRPORT ASPHALT REPAIR - Other Capital Outlay	17,753	-	308	308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	RELOC EMRGENCY AIRFIELD - Other Capital Outlay	14,986	-	308	308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	Airport Apron - State Grants	-	250,403	308	308-51-0000-76-750-5170-90-02-44400	C/O
Airport	76	02	New Hangars - Other Capital Outlay	14,647	-	308	308-51-0000-76-750-5170-00-02-67990	Adjust to Actual

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Airport	76	02	New Hangars - Federal Grants	-	181,324	308	308-51-0000-76-750-5170-90-02-44000	C/O
Airport	76	02	Terminal Building Exit Lane Modific - State Grants	-	217,101	308	308-51-0000-76-750-5170-90-02-44400	C/O
Airport	76	02	Terminal Building Exit Lane Modific - Other Capital Outlay	399,700	-	308	308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	Terminal Building Modification - Engineering - Outsourced	10,000	-	308	308-51-0000-76-750-5170-00-02-64070	C/O
Airport	76	02	Airfield Runway/Taxiway Marking Imp - State Grants	-	80,275	308	308-51-0000-76-750-5170-05-02-44400	C/O
Airport	76	02	Airfield Runway/Taxiway Marking Imp - Other Capital Outlay	80,275	-	308	308-51-0000-76-750-5170-00-02-67990	C/O
Airport	76	02	Capital Projects - State Grants	-	109,450	308	308-51-0000-76-750-5170-05-02-44400	C/O
Airport	76	02	Capital Projects - Other Professional Service	115,210	-	308	308-51-0000-76-750-5170-00-02-64900	C/O
			TOTAL AIRPORT CONSTRUCTION FUND	10,095,987	15,622,688			
WATER CONSTRUCTION FUND								
Water	81	02	SCADA and Communications Imp - Proceeds from SRF	-	200,000	601	601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	SCADA and Communications Imp - Engineering - Outsourced	200,000	-	601	601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	SCADA and Communications Imp - Technology Equipment	225,606	-	601	601-42-0000-81-810-4270-00-02-65045	C/O
Water	81	02	SCADA and Communications Imp - Other Capital Outlay	1,306,031	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Wells/Well Field Rehab - Engineering - Outsourced	181,898	-	601	601-42-0000-81-810-4270-00-02-64070	Adjust to Actual
Water	81	02	Webber Property Phase 1 &2 - Other Capital Outlay	85,035	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Webber Property Phase 1 &2 - Other Capital Outlay	(85,305)	-	601	601-42-0000-81-810-4270-00-02-67990	Shift to 4281000070
Water	81	02	Water Meter Replacement - Other Professional Service	590,551	-	601	601-42-0000-81-810-4270-00-02-64900	C/O
Water	81	02	Water Meter Replacement - Other Capital Equipment	111,392	-	601	601-42-0000-81-810-4270-00-02-67270	C/O
Water	81	02	Generator-Park hill&MtCaramel - Engineering - Outsourced	10,000	-	601	601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	Generator-Park hill&MtCaramel - Other Capital Outlay	106,373	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Water Storage Maintenance - Other Professional Service	137,538	-	601	601-42-0000-81-810-4270-00-02-64900	C/O
Water	81	02	Water main replc-Sewer prog - Other Capital Outlay	192	-	601	601-42-0000-81-810-4270-00-02-67990	Adjust to Actual
Water	81	02	Water main replc-Sewer prog - Other Capital Outlay	330,000	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Public lead line water replc - Proceeds from SRF	-	471,199	601	601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	Public lead line water replc - Engineering - Outsourced	28,240	-	601	601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	Public lead line water replc - Other Capital Outlay	389,792	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	MAIN EXT TO NEW DEV - Engineering - Internal	463,340	-	601	601-42-0000-81-810-4270-00-02-64075	C/O
Water	81	02	WTP Roof Repair - Other Capital Outlay	309,190	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Private Lead Line Replacement Prog - Other Capital Outlay	262,077	-	601	601-42-0000-81-810-4270-00-02-67990	Adjust to Actual
Water	81	02	Private Lead Line Replacement Prog - Proceeds from SRF	-	4,177,354	601	601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	Private Lead Line Replacement Prog - Engineering - Outsourced	508,609	-	601	601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	Private Lead Line Replacement Prog - Other Capital Outlay	5,162,946	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Source Water PFAS Red - Deep Water - Proceeds from SRF	-	2,776,787	601	601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	Source Water PFAS Red - Deep Water - Other Capital Outlay	1,769,200	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Vehicle 4911 Tandem Dump Truck Repl - Vehicles	174,000	-	601	601-42-0000-81-810-4270-00-02-67100	C/O
Water	81	02	Water Treatment Boiler Replacements - Buildings	8,779	-	601	601-42-0000-81-810-4270-00-02-67500	C/O
Water	81	02	Water Treatment Boiler Replacements - Other Capital Outlay	36,000	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	Water Treatment Boiler Replacements - Other Capital Outlay	181,898	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	SWA Main Ext - HWY20 to English Mil - Proceeds from SRF	-	1,618,527	601	601-42-0000-81-810-4270-03-02-48250	C/O
Water	81	02	SWA Main Ext - HWY20 to English Mil - Engineering - Outsourced	108,527	-	601	601-42-0000-81-810-4270-00-02-64070	C/O
Water	81	02	SWA Main Ext - HWY20 to English Mil - Other Capital Outlay	1,510,000	-	601	601-42-0000-81-810-4270-00-02-67990	C/O
Water	81	02	EPP Water Tower Demo - Other Capital Outlay	85,035	-	601	601-42-0000-81-810-4270-00-02-67990	Shift from 4281000011
Water	81	02	Capital Projects - Buildings	94,500	-	601	601-42-0000-81-810-4270-00-02-67500	Adjust to Actual
Finance	81	02	Computer System Upgrade - Technology Equipment	59,057	-	601	601-74-0000-81-810-7470-00-02-65045	C/O
			TOTAL WATER CONSTRUCTION FUND	14,350,501	9,243,867			
SANITARY OPERATING FUND								
Public Works	80	01	Sanitary Sewer Maintenance - Vehicles	20,000	-	610	610-54-0000-80-815-5416-00-01-67100	C/O
Public Works	80	01	Sanitary Sewer Maintenance - Small Tools & Equipment	40,000	-	610	610-54-0000-80-815-5416-00-01-65040	C/O
Public Works	80	01	Sanitary Sewer Maintenance - Technology Equipment	(800)	-	610	610-54-0000-80-815-5416-00-01-65045	Shift to 7769900002
Engineering	80	01	Project Engineering - Telecommunications	540	-	610	610-55-5510-80-815-5502-00-01-63730	Shift from Tech Eq
Engineering	80	01	Project Engineering - Technology Equipment	(800)	-	610	610-55-5510-80-815-5502-00-01-65045	Shift to 7769900002
Engineering	80	01	Project Engineering - Technology Equipment	(540)	-	610	610-55-5510-80-815-5502-00-01-65045	Shift to Telecom
			TOTAL SANITARY OPERATING FUND	58,400	-			
SANITARY SEWER CONSTRUCTION FUND								
Water Resource & Recovery Center	80	02	HS WASTE RECEIVE & STORE - Proceeds from SRF	-	7,306,669	611	611-43-0000-80-815-4370-03-02-48250	C/O
Water Resource & Recovery Center	80	02	HS WASTE RECEIVE & STORE - Engineering - Outsourced	148,900	-	611	611-43-0000-80-815-4370-00-02-64070	C/O
Water Resource & Recovery Center	80	02	HS WASTE RECEIVE & STORE - Other Capital Outlay	7,174,108	-	611	611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Boiler #2 - Buildings	10,000	-	611	611-43-0000-80-815-4370-00-02-67500	C/O
Water Resource & Recovery Center	80	02	HVAC Replacement - Engineering - Outsourced	50,000	-	611	611-43-0000-80-815-4370-00-02-64070	C/O
Water Resource & Recovery Center	80	02	HVAC Replacement - Buildings	139,208	-	611	611-43-0000-80-815-4370-00-02-67500	C/O
Water Resource & Recovery Center	80	02	Lift Station SCADA Upgrades - Other Capital Outlay	54,525	-	611	611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Bar Screen Replacement - Other Capital Outlay	267,353	-	611	611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Facility Management Plan Update - Engineering - Outsourced	335,079	-	611	611-43-0000-80-815-4370-00-02-64070	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Water Resource & Recovery Center	80	02	Facility Management Plan Update - Engineering - Internal	15,000	-	611	611-43-0000-80-815-4370-00-02-64075	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Proceeds from SRF	-	1,100,000	611	611-43-0000-80-815-4370-03-02-48250	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Engineering - Outsourced	150,000	-	611	611-43-0000-80-815-4370-00-02-64070	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Engineering - Internal	10,000	-	611	611-43-0000-80-815-4370-00-02-64075	C/O
Water Resource & Recovery Center	80	02	Industrial Controls Upgrade - Other Capital Outlay	853,227	-	611	611-43-0000-80-815-4370-00-02-67990	C/O
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Insurance Settlements	-	716,000	611	611-43-0000-80-815-4370-03-02-47200	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Insurance Settlements	-	3,284,000	611	611-43-0000-80-815-4370-03-02-47200	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Meetings & Conferences	193	-	611	611-43-0000-80-815-4370-00-02-62400	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Equipment Maint/Repair	610,142	-	611	611-43-0000-80-815-4370-00-02-63400	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Engineering - Outsourced	86,129	-	611	611-43-0000-80-815-4370-00-02-64070	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Engineering - Internal	3,488	-	611	611-43-0000-80-815-4370-00-02-64075	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Technology Equipment	5,138	-	611	611-43-0000-80-815-4370-00-02-65045	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Buildings	10,908	-	611	611-43-0000-80-815-4370-00-02-67500	Adjust to Actual
Water Resource & Recovery Center	80	02	Dec WRRC Incident - Buildings	3,084,000	-	611	611-43-0000-80-815-4370-00-02-67500	Adjust to Actual
Water Resource & Recovery Center	80	02	UV System Cable & Harness Replaceme - Other Capital Equipment	(36,455)	-	611	611-43-0000-80-815-4370-00-02-67270	Adjust to Actual
Public Works	80	02	Combination Jet/Vac Sewer Maintenan - Other Capital Equipment	360,000	-	611	611-54-0000-80-815-5470-00-02-67270	C/O
Engineering	80	02	Sanitary Sewer Lining Program - Other Capital Outlay	(100,000)	-	611	611-55-0000-80-815-5570-00-02-67990	Adjust to Actual
Engineering	76	02	Old Mill Road Lift Station - Other Capital Outlay	(6,301,053)	-	611	611-55-0000-76-750-5570-00-02-67990	Adjust to Actual
Engineering	80	02	Old Mill Road Lift Station - Proceeds from SRF	-	15,214,438	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	76	02	Auburn&Custer Sewer Reconst - Other Capital Outlay	85,000	-	611	611-55-0000-76-750-5570-00-02-67990	C/O
Engineering	80	02	Auburn&Custer Sewer Reconst - Engineering - Internal	15,000	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	02	Auburn&Custer Sewer Reconst - Other Contractual Service	301,799	-	611	611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	Granger Creek Lift St Improv - Federal Grants	-	920,325	611	611-55-0000-80-815-5570-03-02-44000	C/O
Engineering	80	02	Granger Creek Lift St Improv - Proceeds from SRF	-	2,098,708	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	02	Granger Creek Lift St Improv - Other Contractual Service	360,081	-	611	611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	Force Main Stabilization - Proceeds from SRF	-	1,524,161	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	02	Force Main Stabilization - Other Contractual Service	13,515	-	611	611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	I&I REDUCTION PROGRAM - Other Contractual Service	28,664	-	611	611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Engineering - Outsourced	742	-	611	611-55-0000-80-815-5570-00-02-64070	Adjust to Actual
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Other Contractual Service	746	-	611	611-55-0000-80-815-5570-00-02-64990	Adjust to Actual
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Proceeds from SRF	-	1,000,000	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Engineering - Outsourced	237,000	-	611	611-55-0000-80-815-5570-00-02-64070	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Other Contractual Service	1,000,000	-	611	611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	80	02	CEDAR/TERM ASSESSMENTS - Other Contractual Service	289,079	-	611	611-55-0000-80-815-5570-00-02-64990	C/O
Engineering	76	02	TWIN RIDGE LIFT ST ABANDO - Other Capital Outlay	210,632	-	611	611-55-0000-76-750-5570-00-02-67990	C/O
Engineering	80	02	TWIN RIDGE LIFT ST ABANDO - Proceeds from SRF	-	326,601	611	611-55-0000-80-815-5570-80-02-48250	C/O
Engineering	76	02	Schmitt Island Sanitary Improvement - Other Capital Outlay	2,399,960	-	611	611-55-0000-76-750-5570-00-02-67990	C/O
Engineering	80	02	Schmitt Island Sanitary Improvement - Engineering - Internal	115,970	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	02	Catfish Creek Watershed -South Fork - Engineering - Internal	(8,013)	-	611	611-55-0000-80-815-5570-00-02-64075	Adjust to Actual
Engineering	80	02	Catfish Creek Watershed-Middle Fork - Engineering - Internal	(7,948)	-	611	611-55-0000-80-815-5570-00-02-64075	Adjust to Actual
Engineering	80	02	SW Infiltration&Info Elim Pro - Engineering - Internal	25,415	-	611	611-55-0000-80-815-5570-00-02-64075	C/O
Engineering	80	02	SW Infiltration&Info Elim Pro - Other Capital Outlay	69,200	-	611	611-55-0000-80-815-5570-00-02-67990	C/O
Finance	80	02	Computer System Upgrade - Technology Equipment	165,251	-	611	611-74-0000-80-815-7470-00-02-65045	C/O
Information Technology	80	02	City-wide comp/printer replac - Technology Equipment	1,600	-	611	611-77-0000-80-815-7770-00-02-65045	Shift from Operating
			TOTAL SANITARY SEWER CONST FUND	12,233,583	33,490,902			
STORM WATER OPERATING FUND								
Engineering	82	01	Stormwater Operations - Salaries-Regular Full Time	13,108	-	620	620-55-5509-82-865-5507-00-01-60100	Shift from Oth Prof Srvc
Engineering	82	01	Stormwater Operations - Technology Equipment	(2,400)	-	620	620-55-5509-82-865-5507-00-01-65045	Shift to 7769900002
Engineering	82	01	Stormwater Operations - Other Professional Service	(13,108)	-	620	620-55-5507-82-865-5507-00-01-64900	Shift to Wages
			TOTAL STORM WATER OPERATING FUND	(2,400)	-			
STORM WATER CONSTRUCTION FUND								
Public Works	82	02	Combination Jet/Vac Sewer Maintenan - Other Capital Equipment	45,000	-	621	621-54-0000-82-865-5470-00-02-67270	C/O
Engineering	82	02	Heeb Street - Engineering - Internal	30,000	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Storm Sewer Replacements - Operating Supplies	56,062	-	621	621-55-0000-82-865-5570-00-02-65070	C/O
Engineering	82	02	Catch Basin Reconstruction - Other Capital Outlay	88,000	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Drain Tile Program - Engineering - Internal	23,231	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Drain Tile Program - Other Capital Outlay	100,672	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Federal Building Drainage Imp - Engineering - Internal	6,000	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Federal Building Drainage Imp - Other Capital Outlay	55,000	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Bee Branch Gate&pump replc - Other Capital Outlay	(4,167,345)	-	621	621-55-0000-82-865-5570-00-02-67990	Adjust to Actual
Engineering	82	02	PERV PAVE BB RR SPONSOR - Proceeds from SRF	-	1,000,000	621	621-55-0000-82-865-5570-03-02-48250	C/O
Engineering	82	02	PERV PAVE BB RR SPONSOR - Engineering - Outsourced	15,000	-	621	621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	02	PERV PAVE BB RR SPONSOR - Engineering - Internal	15,000	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	PERV PAVE BB RR SPONSOR - Other Capital Outlay	563,809	-	621	621-55-0000-82-865-5570-00-02-67990	C/O

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Engineering	82	02	Storm sewer Imprv/Exten - Engineering - Internal	(10,000)	-	621	621-55-0000-82-865-5570-00-02-64075	Adjust to Actual
Engineering	82	02	Storm sewer Imprv/Exten - Other Capital Outlay	(90,000)	-	621	621-55-0000-82-865-5570-00-02-67990	Adjust to Actual
Engineering	82	02	Storm sewer Imprv/Exten - Engineering - Internal	19,005	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Storm sewer Imprv/Exten - Other Capital Outlay	116,334	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Bergfeld Pond Det Basin Outlet Repa - Engineering - Internal	15,865	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	Bergfeld Pond Det Basin Outlet Repa - Other Capital Outlay	102,483	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Storm Sewer Outlet Repairs - Other Capital Outlay	40,000	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	24th St Pervious Paver Stabilizatio - Engineering - Outsourced	5,000	-	621	621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	02	24th St Pervious Paver Stabilizatio - Engineering - Internal	10,000	-	621	621-55-0000-82-865-5570-00-02-64075	C/O
Engineering	82	02	24th St Pervious Paver Stabilizatio - Other Capital Outlay	75,000	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Auburn & Custer Storm Sewer Reconst - Engineering - Outsourced	37,500	-	621	621-55-0000-82-865-5570-00-02-64070	C/O
Engineering	82	02	Auburn & Custer Storm Sewer Reconst - Other Capital Outlay	250,000	-	621	621-55-0000-82-865-5570-00-02-67990	C/O
Engineering	82	02	Flow Meters - Other Capital Outlay	200,000	-	621	621-55-0000-82-865-5570-00-02-67990	Adjust to Actual
Finance	82	02	Computer System Upgrade - Technology Equipment	77,015	-	621	621-74-0000-82-865-7470-00-02-65045	C/O
Information Technology	82	02	City-wide comp/printer replac - Technology Equipment	2,400	-	621	621-77-0000-82-865-7770-00-02-65045	Shift from Operating
			TOTAL STORM WATER CONST FUND	(2,318,969)	1,000,000			
PARKING OPERATING FUND								
Parking Division	83	01	Ramps - Technology Equipment	38,709	-	650	650-46-4603-83-830-4602-00-01-65045	C/O
Parking Division	83	01	Ramps - Technology Equipment	46,154	-	650	650-46-4601-83-830-4602-00-01-65045	C/O
Parking Division	83	01	Ramps - Technology Equipment	41,400	-	650	650-46-4604-83-830-4602-00-01-65045	C/O
Parking Division	83	01	Parking Maintenance - Vehicles	60,452	-	650	650-46-0000-83-830-4606-00-01-67100	C/O
Parking Division	83	01	Meter Enforcement - Technology Equipment	6,994	-	650	650-46-0000-83-830-4605-00-01-65045	C/O
			TOTAL PARKING OPERATING FUND	193,709	-			
PARKING CONSTRUCTION FUND								
Parking Division	83	02	Port of Dubuque Ramp Maint - Other Capital Outlay	704,580	-	651	651-46-0000-83-830-4670-00-02-67990	C/O
			TOTAL PARKING CONSTRUCTION FUND	704,580	-			
REFUSE OPERATING FUND								
Public Works	85	01	Solid Waste Collection - Technology Equipment	(293)	-	670	670-54-5402-85-840-5411-00-01-65045	Shift to 7769900002
			TOTAL REFUSE OPERATING FUND	(293)	-			
REFUSE CONSTRUCTION FUND								
Information Technology	85	02	City-wide comp/printer replac - Technology Equipment	293	-	671	671-77-0000-85-840-7770-00-02-65045	Shift from Operating
			TOTAL REFUSE CONSTRUCTION FUND	293	-			
TRANSIT OPERATING FUND								
Transit Division	86	01	Intermodal - Technology Equipment	40,426	-	690	690-53-0000-86-850-5302-00-01-65045	C/O
Transit Division	86	01	Administration - Technology Equipment	8,198	-	690	690-53-0000-86-850-5301-00-01-65045	C/O
Transit Division	86	01	Bus Operations - Vehicle Repair - Outsourced	63,632	-	690	690-53-0000-86-850-5303-00-01-63321	C/O
Transit Division	86	01	Administration - Federal Grants	-	12,301	690	690-53-0000-86-850-5301-04-01-44000	C/O
Transit Division	86	01	Bus Operations - Federal Grants	-	19,135	690	690-53-0000-86-850-5303-04-01-44000	C/O
Transit Division	86	01	MiniBus Operations - Federal Grants	-	12,301	690	690-53-0000-86-850-5304-04-01-44000	C/O
Transit Division	86	01	Bus Maintenance - Federal Grants	-	1,822	690	690-53-0000-86-850-5305-04-01-44000	C/O
Transit Division	86	01	Administration - Federal Grants	-	179,851	690	690-53-0000-86-850-5301-04-01-44000	C/O
Transit Division	86	01	Bus Operations - Federal Grants	-	279,768	690	690-53-0000-86-850-5303-04-01-44000	C/O
Transit Division	86	01	MiniBus Operations - Federal Grants	-	179,851	690	690-53-0000-86-850-5304-04-01-44000	C/O
Transit Division	86	01	Bus Maintenance - Federal Grants	-	26,645	690	690-53-0000-86-850-5305-04-01-44000	C/O
			TOTAL TRANSIT OPERATING FUND	112,256	711,674			
TRANSIT CONSTRUCTION FUND								
Transit Division	86	02	Bus Replacements - Federal Grants	-	940,114	691	691-53-0000-86-850-5370-05-02-44000	C/O
Transit Division	86	02	Bus Stop Improvements - Other Capital Equipment	85	-	691	691-53-0000-86-850-5370-00-02-67270	Adjust to Actual
Transit Division	86	02	Bus Stop Improvements - Engineering - Internal	10,072	-	691	691-53-0000-86-850-5370-00-02-64075	C/O
Transit Division	86	02	Bus Stop Improvements - Other Capital Outlay	31,194	-	691	691-53-0000-86-850-5370-00-02-67990	C/O
Transit Division	86	02	REPLACE FIXED ROUTE BUSES - Federal Grants	-	46,682	691	691-53-0000-86-850-5370-05-02-44000	C/O
Transit Division	86	02	REPLACE FIXED ROUTE BUSES - Heavy Equipment	488,082	-	691	691-53-0000-86-850-5370-00-02-67230	C/O
Transit Division	86	02	BUS DC CHARGING STATION - Other Capital Outlay	270,701	-	691	691-53-0000-86-850-5370-00-02-67990	C/O
Transit Division	86	02	Areas of Persistent Poverty Grant - Federal Grants	-	225,000	691	691-53-0000-86-850-5370-05-02-44000	New Grant
Transit Division	86	02	Areas of Persistent Poverty Grant - Other Professional Service	250,000	-	691	691-53-0000-86-850-5370-00-02-64900	New Grant
			TOTAL TRANSIT CONSTRUCTION FUND	1,050,134	1,211,796			
GARAGE SERVICE FUND								
Public Works	88	02	MSC - Fuel System - Other Capital Outlay	81,294	-	811	811-54-0000-88-899-5470-00-02-67990	C/O
Public Works	88	01	Garage Services - Technology Equipment	(1,786)	-	811	811-54-5403-88-899-5415-00-01-65045	Adjust to Actual
Public Works	88	01	Garage Services - Other Equipment	24,000	-	811	811-54-5403-88-899-5415-00-01-65050	C/O
			TOTAL GARAGE SERVICE FUND	103,508	-			
LANDFILL FUND								
Public Works	90	01	Gas Field Well Leachate Pump Proje - Other Capital Equipment	(25,000)	-	950	950-54-5404-90-840-5425-00-01-67270	Shift to Landfill

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Public Works	90	01	Landfill - Technology Equipment	(879)	-	950	950-54-5404-90-840-5419-00-01-65045	Shift to 7769900002
Finance	90	02	Computer System Upgrade - Technology Equipment	52,350	-	950	950-74-0000-90-840-7470-00-02-65045	C/O
Information Technology	90	02	City-wide comp/printer replac - Technology Equipment	950	-	950	950-77-0000-90-840-7770-00-02-65045	Shift from Operating
Landfill	00	02	Landfill Tarpomatic Replacement Pro - Other Capital Equipment	70,000	-	950	950-82-0000-00-930-8201-00-02-67270	C/O
Landfill	00	02	Landfill Waste Minimization Grant P - Grants	136,942	-	950	950-82-0000-00-930-5470-00-02-64135	C/O
Landfill	00	01	Landfill Organics Management Projec - Other Professional Service	(75,000)	-	950	950-82-0000-00-930-8201-00-01-64900	Adjust to Actual
Landfill	00	02	Landfill Shop Renovation - Other Capital Outlay	(200,000)	-	950	950-82-0000-00-930-5470-00-02-67990	Adjust to Actual
Landfill	00	01	DMASWA Non-Reported - Vehicles	85,000	-	950	950-82-0000-00-930-8201-00-01-67100	C/O
Landfill	00	01	DMASWA Non-Reported - Other Capital Equipment	120,000	-	950	950-82-0000-00-930-8201-00-01-67270	C/O
Landfill	90	01	DMASWA Grants Non-Reported - State Grants	-	14,740	950	950-82-0000-90-000-8250-04-01-44400	C/O
Landfill	90	01	DMASWA Grants Non-Reported - Iowa Dept of Natural Resources	-	5,665	950	950-82-0000-90-000-8250-04-01-44500	C/O
Landfill	00	02	Capital Projects - Other Professional Service	25,000	-	950	950-82-0000-00-930-5470-00-02-64900	C/O
Landfill	00	02	Capital Projects - Other Capital Outlay	25,000	-	950	950-82-0000-00-930-5470-00-02-67990	Shift from Pub Wrks
Landfill	00	02	LF Customer Convenience Center - Other Capital Outlay	(3,391,097)		950	950-82-0000-00-930-5470-00-02-67990	Adjust to Actual
			TOTAL LANDFILL FUND	(3,176,734)	20,405			
TRANSFERS								
Fire	Trans01	02	HVAC replcmnt Fire HQ - Transfers Out to Sales Tax Con	103,586	-	102	102-10-0000-00-000-0000-00-02-69304	Transfer Funds
Fire	Trans01	02	HVAC replcmnt Fire HQ - Transfer in DRA Distribution	-	103,586	304	304-13-0000-76-750-1370-90-02-49102	Transfer Funds
Ice Center	Trans02	02	ARENA CHAIRS - Transfer In General Fund	-	1,421	304	304-32-0000-76-750-3270-90-02-49100	Transfer Funds
Ice Center	Trans02	01	No Sub-Activity - Transfers Out to Sales Tax Con	1,421	-	100	100-10-0000-00-000-0000-00-01-69304	Transfer Funds
Parks Division	Trans03	02	JACKSON PARK AMENITIES - Transfer in GDTIF	-	37,257	305	305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans03	02	No Sub-Activity - Transfers Out to Gen Const	37,257	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parks Division	Trans04	02	TOWN CLOCK IMPROVEMENTS - Transfer in GDTIF	-	67,000	305	305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans04	02	No Sub-Activity - Transfers Out to Gen Const	67,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parks Division	Trans05	02	Re-imagine Comiskey - Transfer in GDTIF	-	17,253	305	305-30-0000-76-750-3070-90-02-49126	Transfer Funds
Parks Division	Trans05	02	No Sub-Activity - Transfers Out to Gen Const	17,253	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Civic Center	Trans06	02	Five Flags Building Impr - Transfer in GDTIF	-	100,000	305	305-32-0000-76-750-3270-90-02-49126	Transfer Funds
Civic Center	Trans06	02	No Sub-Activity - Transfers Out to Gen Const	100,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Conference Center	Trans07	02	Replace Carpet - Transfer in GDTIF	-	216,732	305	305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans07	01	No Sub-Activity - Transfers Out to Gen Const	216,732	-	126	126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Conference Center	Trans08	02	Market Study and Assess - Transfer in GDTIF	-	65,000	305	305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans08	02	No Sub-Activity - Transfers Out to Gen Const	65,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Conference Center	Trans09	02	Roof Restoration - Transfer in GDTIF	-	77,000	305	305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans09	02	No Sub-Activity - Transfers Out to Gen Const	77,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Conference Center	Trans10	02	Public Restroom Remodels - Transfer in GDTIF	-	378,765	305	305-33-0000-76-750-3370-90-02-49126	Transfer Funds
Conference Center	Trans10	02	No Sub-Activity - Transfers Out to Gen Const	378,765	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans11	02	Municipal Parking Lot Maint - Transfer in GDTIF	-	96,318	305	305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans11	02	No Sub-Activity - Transfers Out to Gen Const	96,318	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans12	02	Parking Ramp Maintenance - Transfer in GDTIF	-	233,887	305	305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans12	02	No Sub-Activity - Transfers Out to Gen Const	233,887	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Parking Division	Trans13	02	Parking Ramp Maintenance - Transfer in Gen TIF Const	-	64,211	651	651-46-0000-76-750-4670-90-02-49305	Transfer Funds
Parking Division	Trans13	02	No Sub-Activity - Transfers Out to Parking Cap	64,211	-	305	305-10-0000-00-000-0000-00-02-69651	Transfer Funds
Parking Division	Trans14	02	Smart Parking System - Transfer in Bond Issues	-	40,696	305	305-46-0000-76-750-4670-90-02-49201	Transfer Funds
Parking Division	Trans14	02	No Sub-Activity - Transfers Out to Gen Const	40,696	-	201	201-10-0000-70-710-0000-00-02-69305	Transfer Funds
Parking Division	Trans15	02	Port of Dubuque Parking Lot Resurfa - Transfer in GDTIF	-	585,000	305	305-46-0000-76-750-4670-90-02-49126	Transfer Funds
Parking Division	Trans15	02	No Sub-Activity - Transfers Out to Gen Const	585,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Airport	Trans16	02	Corporate Hanger Lighting - Transfer in Sales Tax 20%	-	10,100	308	308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans16	02	No Sub-Activity - Transfers Out to Airport Const	10,100	-	304	304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans17	02	Corporate Hangar Maintenance - Transfer in Sales Tax 20%	-	16,115	308	308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans17	02	No Sub-Activity - Transfers Out to Airport Const	16,115	-	304	304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans18	02	AIRPORT FENCING/HAZARD ST - Transfer in Sales Tax 20%	-	20,066	308	308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans18	02	No Sub-Activity - Transfers Out to Airport Const	20,066	-	304	304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans19	02	AIRPORT STORM DRAIN IMPRO - Transfer in Sales Tax 20%	-	15,000	308	308-51-0000-76-750-5170-90-02-49304	Transfer Funds
Airport	Trans19	02	No Sub-Activity - Transfers Out to Airport Const	15,000	-	304	304-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans20	02	AIRPORT ASPHALT REPAIR - Transfer in DRA Distribution	-	26,455	308	308-51-0000-76-750-5170-90-02-49102	Transfer Funds
Airport	Trans20	02	No Sub-Activity - Transfers Out to Airport Const	26,455	-	102	102-10-0000-00-000-0000-00-02-69308	Transfer Funds
Airport	Trans21	02	Terminal Building Modification - Transfer in Customer Facility	-	182,599	308	308-51-0000-76-750-5170-90-02-49178	Transfer Funds
Airport	Trans21	01	Airport Operations - Transfers Out to Airport Const	182,599	-	178	178-51-0000-20-280-5103-00-01-69308	Transfer Funds
Airport	Trans22	02	Terminal Building Modification - Transfer in Customer Facility	-	10,000	308	308-51-0000-76-750-5170-90-02-49178	Transfer Funds
Airport	Trans22	01	Airport Operations - Transfers Out to Airport Const	10,000	-	178	178-51-0000-20-280-5103-00-01-69308	Transfer Funds
Airport	Trans23	01	No Sub-Activity - Transfers Out to Airport Const	5,760	-	100	100-10-0000-00-000-0000-00-01-69308	Transfer Funds
Airport	Trans23	02	Capital Projects - Transfer In General Fund	-	5,760	308	308-51-0000-76-750-5170-90-02-49100	Transfer Funds
Transit Division	Trans24	02	Bus Stop Improvements - Transfer in Sales Tax 20%	-	662	691	691-53-0000-86-850-5370-90-02-49304	Transfer Funds
Transit Division	Trans24	02	No Sub-Activity - Transfers Out to Transit Cap	662	-	304	304-10-0000-00-000-0000-00-02-69691	Transfer Funds

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Transit Division	Trans25	02	BUS DC CHARGING STATION - Transfer in GDTIF	-	194,000	305	305-53-0000-76-750-5370-90-02-49126	Transfer Funds
Transit Division	Trans25	02	No Sub-Activity - Transfers Out to Gen Const	194,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans25	02	Heeb Street - Transfer in GDTIF	-	270,000	305	305-55-0000-76-750-5570-00-02-49126	Transfer Funds
Engineering	Trans25	02	No Sub-Activity - Transfers Out to Gen Const	270,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans26	02	Heeb Street - Transfer in Special Assessment	-	30,000	305	305-55-0000-76-750-5570-00-02-49179	Transfer Funds
Engineering	Trans26	01	No Sub-Activity - Transfers Out to Gen Const	30,000	-	179	179-10-0000-00-000-0000-00-01-69305	Transfer Funds
Engineering	Trans27	02	SOUTH PORT REDEVELOPMENT - Transfer in GDTIF	-	258,576	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans27	02	No Sub-Activity - Transfers Out to Gen Const	258,576	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans28	02	SOUTH PORT REDEVELOPMENT - Transfer in GDTIF	-	(258,576)	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans28	02	No Sub-Activity - Transfers Out to Gen Const	(258,576)	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans29	02	Grandview Street Light Repl - Transfer in Road Use Tax	-	2,271	301	301-55-0000-76-750-5570-90-02-49110	Transfer Funds
Engineering	Trans29	02	No Sub-Activity - Transfers Out to Street Const	2,271	-	110	110-00-0000-00-000-0000-00-02-69301	Transfer Funds
Engineering	Trans30	02	Street Light Replacement - Transfer in Gen TIF Const	-	25,120	301	301-55-0000-76-750-5570-90-02-49305	Transfer Funds
Engineering	Trans30	02	No Sub-Activity - Transfers Out to Street Const	25,120	-	305	305-10-0000-00-000-0000-00-02-69301	Transfer Funds
Engineering	Trans31	02	Street Light Replacement - Transfer in GDTIF	-	175,688	305	305-55-0000-76-750-5570-09-02-49126	Transfer Funds
Engineering	Trans31	02	No Sub-Activity - Transfers Out to Gen Const	175,688	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans32	02	Dwntwn St Light Replacmnt - Transfer in GDTIF	-	17,544	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans32	02	No Sub-Activity - Transfers Out to Gen Const	17,544	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans33	02	LED Streetlight Retrofit - Transfer in GDTIF	-	5,224	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans33	02	No Sub-Activity - Transfers Out to Gen Const	5,224	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans34	02	DT Security Cameras - Transfer in GDTIF	-	24,336	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans34	02	No Sub-Activity - Transfers Out to Gen Const	24,336	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans35	02	POD RIVERFRONT DOCK EXP - Transfer in GDTIF	-	10,578	305	305-55-0000-76-750-5570-03-02-49126	Transfer Funds
Engineering	Trans35	02	No Sub-Activity - Transfers Out to Gen Const	10,578	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans36	02	ABC SUPPLY BUILD DECON - Transfer in GDTIF	-	258,576	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans36	02	No Sub-Activity - Transfers Out to Gen Const	258,576	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans37	02	ADA Compliance and Facilities Manag - Transfer in GDTIF	-	(50,000)	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans37	02	No Sub-Activity - Transfers Out to Gen Const	(50,000)	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans38	02	Downtown Bike Lockers - Transfer in GDTIF	-	15,000	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans38	02	No Sub-Activity - Transfers Out to Gen Const	15,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans39	02	16TH ST DET BASIN TRAIL - Transfer in Street Const	-	184,875	102	102-55-0000-76-750-5570-90-02-49301	Transfer Funds
Engineering	Trans39	02	No Sub-Activity - Transfers Out To DRA Distrib	184,875	-	301	301-10-0000-00-000-0000-00-02-69102	Transfer Funds
Engineering	Trans40	02	Bee Branch Trail Connect - Transfer In General Fund	-	93,883	303	303-55-0000-76-750-5570-90-02-49100	Transfer Funds
Engineering	Trans40	01	No Sub-Activity - Transfers Out to STI	93,883	-	100	100-10-0000-00-000-0000-00-01-69303	Transfer Funds
Engineering	Trans41	02	Federal Building Renovation - Transfer in GDTIF	-	3,626,231	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans41	02	No Sub-Activity - Transfers Out to Gen Const	3,626,231	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans42	02	City Hall Maintenance - Transfer in GDTIF	-	75,000	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans42	02	No Sub-Activity - Transfers Out to Gen Const	75,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans43	02	MFC - Basement Rehabilitation - Transfer in GDTIF	-	26,040	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans43	02	No Sub-Activity - Transfers Out to Gen Const	26,040	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans44	02	MFC - HVAC Replacement - Transfer in GDTIF	-	40,000	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
Engineering	Trans44	02	No Sub-Activity - Transfers Out to Gen Const	40,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans45	02	Kerper Blvd Lift Station - Transfer In General Fund	-	242,941	110	110-55-0000-76-750-5570-90-02-49100	Transfer Funds
Engineering	Trans45	01	No Sub-Activity - Transfers Out To Road Use Tax	242,941	-	100	100-10-0000-00-000-0000-00-01-69110	Transfer Funds
Economic Development	Trans46	02	Central Ave Streetscape Plan - Transfer in GDTIF	-	64,994	305	305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans46	01	No Sub-Activity - Transfers Out to Gen Const	64,994	-	126	126-10-6001-50-520-0000-00-01-69305	Transfer Funds
Economic Development	Trans47	02	Dowtown Rehab Grant Program - Transfer in GDTIF	-	200,000	305	305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans47	02	No Sub-Activity - Transfers Out to Gen Const	200,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans48	02	DT Housing Creation Grant - Transfer in GDTIF	-	330,000	305	305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans48	02	No Sub-Activity - Transfers Out to Gen Const	330,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans49	02	Central Ave Housing Loan - Transfer in GDTIF	-	360,000	305	305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans49	02	No Sub-Activity - Transfers Out to Gen Const	360,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans50	02	Green Space HMD - Transfer in GDTIF	-	394,760	305	305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans50	02	No Sub-Activity - Transfers Out to Gen Const	394,760	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans51	02	Incremental Development - Transfer in GDTIF	-	150,000	305	305-60-0000-76-750-6070-90-02-49126	Transfer Funds
Economic Development	Trans51	02	No Sub-Activity - Transfers Out to Gen Const	150,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Economic Development	Trans52	01	Economic Development - Transfer in DICW TIF	-	3,265	100	100-60-6002-50-520-6003-90-01-49125	Transfer Funds
Economic Development	Trans52	01	Economic Development - Transfers Out To General Fund	3,265	-	125	125-10-6002-50-520-6003-00-01-69100	Transfer Funds
Economic Development	Trans53	01	Administration - Transfer in DICW TIF	-	324,500	100	100-60-0000-50-520-6001-90-01-49125	Transfer Funds
Economic Development	Trans53	01	Economic Development - Transfers Out To General Fund	324,500	-	125	125-10-6002-50-520-6003-00-01-69100	Transfer Funds
Economic Development	Trans54	01	No Sub-Activity - Transfer in GDTIF	-	158,504	100	100-10-0000-00-000-0000-90-01-49126	Transfer Funds
Economic Development	Trans54	01	No Sub-Activity - Transfers Out To General Fund	158,504	-	126	126-10-6001-50-520-0000-00-01-69100	Transfer Funds
Economic Development	Trans55	01	Economic Development - Transfer in GDTIF	-	33,038	100	100-60-6001-50-520-6003-90-01-49126	Transfer Funds
Economic Development	Trans55	01	No Sub-Activity - Transfers Out To General Fund	33,038	-	126	126-10-6001-50-520-0000-00-01-69100	Transfer Funds

Department	Program	Op/Cap	Description	Expense Amount	Revenue Amount	Fund	GL	Explanation
Housing	Trans56	02	Housing Trust Fund - Transfer in GDTIF	-	5,830	185	185-61-0000-76-750-6170-90-02-49126	Transfer Funds
Housing	Trans56	02	No Sub-Activity - Transfers Out To IFA Housing	5,830	-	126	126-10-6001-50-520-0000-00-02-69185	Transfer Funds
Communications Office	Trans57	01	Geographic Information Systems - Transfer in Water Op	-	(62,754)	100	100-69-0000-60-699-6902-90-01-49600	Transfer Funds
Communcations Office	Trans57	01	No Sub-Activity - Transfers Out To General Fund	(62,754)	-	600	600-42-0000-81-810-0000-00-01-69100	Transfer Funds
Communications Office	Trans58	01	Geographic Information Systems - Transfer In Sanitary Op	-	(64,395)	100	100-69-0000-60-699-6902-90-01-49610	Transfer Funds
Communcations Office	Trans58	01	No Sub-Activity - Transfers Out To General Fund	(64,395)	-	610	610-43-0000-80-815-0000-00-01-69100	Transfer Funds
Communications Office	Trans59	01	Geographic Information Systems - Transfer in Storm Op	-	(61,937)	100	100-69-0000-60-699-6902-90-01-49620	Transfer Funds
Communcations Office	Trans59	01	Stormwater Operations - Transfers Out To General Fund	(61,937)	-	620	620-55-5509-82-865-5507-00-01-69100	Transfer Funds
Communications Office	Trans60	01	Geographic Information Systems - Transfer in Parking Op	-	(12,449)	100	100-69-0000-60-699-6902-90-01-49650	Transfer Funds
Communcations Office	Trans60	01	No Sub-Activity - Transfers Out To General Fund	(12,449)	-	650	650-46-0000-83-830-0000-00-01-69100	Transfer Funds
Communications Office	Trans61	01	Geographic Information Systems - Transfer in Refuse Op	-	(64,015)	100	100-69-0000-60-699-6902-90-01-49670	Transfer Funds
Communcations Office	Trans61	01	Solid Waste Collection - Transfers Out To General Fund	(64,015)	-	670	670-54-5402-85-840-5411-00-01-69100	Transfer Funds
City Manager's Office	Trans62	02	Low-Income Solar Pilot Proj - Transfer in GDTIF	-	20,000	305	305-72-0000-76-750-7270-90-02-49126	Transfer Funds
City Manager's Office	Trans62	02	No Sub-Activity - Transfers Out to Gen Const	20,000	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Information Technology	Trans63	01	GIS - Transfer in Water Op	-	62,754	100	100-77-0000-60-699-7702-90-01-49600	Transfer Funds
Information Technology	Trans63	01	No Sub-Activity - Transfers Out To General Fund	62,754	-	600	600-42-0000-81-810-0000-00-01-69100	Transfer Funds
Information Technology	Trans64	01	GIS - Transfer In Sanitary Op	-	64,395	100	100-77-0000-60-699-7702-90-01-49610	Transfer Funds
Information Technology	Trans64	01	No Sub-Activity - Transfers Out To General Fund	64,395	-	610	610-43-0000-80-815-0000-00-01-69100	Transfer Funds
Information Technology	Trans65	01	GIS - Transfer in Storm Op	-	61,937	100	100-77-0000-60-699-7702-90-01-49620	Transfer Funds
Information Technology	Trans65	01	Stormwater Operations - Transfers Out To General Fund	61,937	-	620	620-55-5509-82-865-5507-00-01-69100	Transfer Funds
Information Technology	Trans66	01	GIS - Transfer in Parking Op	-	12,449	100	100-77-0000-60-699-7702-90-01-49650	Transfer Funds
Information Technology	Trans66	01	No Sub-Activity - Transfers Out To General Fund	12,449	-	650	650-46-0000-83-830-0000-00-01-69100	Transfer Funds
Information Technology	Trans67	01	GIS - Transfer in Refuse Op	-	64,015	100	100-77-0000-60-699-7702-90-01-49670	Transfer Funds
Information Technology	Trans67	01	Solid Waste Collection - Transfers Out To General Fund	64,015	-	670	670-54-5402-85-840-5411-00-01-69100	Transfer Funds
Engineering	Trans69	02	Inet Fiber Build Out - Transfer in Street Const	-	40,668	110	110-55-0000-76-750-5570-00-02-49301	Transfer Funds
Engineering	Trans68	02	No Sub-Activity - Transfers Out to Gen Const	175,760	-	126	126-10-6001-50-520-0000-00-02-69305	Transfer Funds
Engineering	Trans69	02	No Sub-Activity - Transfers Out To Road Use Tax	40,668	-	301	301-10-0000-00-000-0000-00-02-69110	Transfer Funds
Engineering	Trans68	02	Street Camera Installation - Transfer in GDTIF	-	175,760	305	305-55-0000-76-750-5570-90-02-49126	Transfer Funds
			TOTAL TRANSFERS	9,899,509	9,899,509			
				122,065,929	107,764,059			
			ENCUMBRANCE C/O'S	74,048,640				
			TOTAL AMEND #1 WITH ENC, C/O'S AND NEW	196,114,569	107,764,059			

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of DUBUQUE
Fiscal Year July 1, 2025 - June 30, 2026

The City of DUBUQUE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 10/20/2025 06:30 PM	**Contact:** Jennifer Larson	**Phone:** (563) 589-4398

Meeting Location: 350 West 6th St, Dubuque, IA

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	29,172,794	0	29,172,794
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	29,172,794	0	29,172,794
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	24,685,619	0	24,685,619
Licenses & Permits	7	4,477,648	0	4,477,648
Use of Money & Property	8	22,190,268	45,440,785	67,631,053
Intergovernmental	9	58,245,768	0	58,245,768
Charges for Service	10	52,698,361	-75,000	52,623,361
Special Assessments	11	117,657	0	117,657
Miscellaneous	12	15,227,555	6,138,146	21,365,701
Other Financing Sources	13	29,356,784	46,340,214	75,696,998
Transfers In	14	45,969,433	9,999,509	55,968,942
Total Revenues & Other Sources	15	282,141,887	107,843,654	389,985,541
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	40,879,248	1,172,163	42,051,411
Public Works	17	17,726,454	4,622,570	22,349,024
Health and Social Services	18	1,107,942	99,948	1,207,890
Culture and Recreation	19	17,924,093	1,757,426	19,681,519
Community and Economic Development	20	22,517,323	6,292,714	28,810,037
General Government	21	16,444,880	2,170,542	18,615,422
Debt Service	22	12,424,200	0	12,424,200
Capital Projects	23	48,304,740	101,039,616	149,344,356
Total Government Activities Expenditures	24	177,328,880	117,154,979	294,483,859
Business Type/Enterprise	25	98,856,209	72,364,236	171,220,445
Total Gov Activities & Business Expenditures	26	276,185,089	189,519,215	465,704,304
Transfers Out	27	45,969,433	9,999,509	55,968,942
Total Expenditures/Transfers Out	28	322,154,522	199,518,724	521,673,246
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-40,012,635	-91,675,070	-131,687,705
Beginning Fund Balance July 1, 2025	30	107,815,546	86,248,805	194,064,351
Ending Fund Balance June 30, 2026	31	67,802,911	-5,426,265	62,376,646

Explanation of Changes: This amendment adds capital budget carryovers of $99,461,931 & associated revenue of $84,855,153 & encumbrance carryovers of $74,048,640 (continuing appropriation authority). Adds operating budget carryovers of $5,092,687 & associated revenue of $3,539,873, requiring a formal amendment. Also included is $6,978,396 increase in capital expense. Capital revenue increase of $9,669,498. Operating expense increase of $3,937,661 and operating revenue decrease of $220,379. Interfund transfers of $9,999,509.

Copyrighted
October 20, 2025

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	Grand River Center Presentation of Fiscal Year 2025 Annual Report
SUMMARY:	Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas will present the Grand River Center's Fiscal Year 2025 Annual Report.
SUGGUESTED DISPOSITION:	Receive and File; Presentation

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Grand River Center FY 2025 Annual Report
4. Grand River Center General Manager Request for 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: Grand River Center Presentation of FY 2025 Annual Report

DATE: October 15, 2025

Parks and Recreation Director Matthew Kalcevich will introduce Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas who will present the FY 2025 Annual Report.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Marie L. Ware, Acting Project and Facilities Manager
Jared Charland, Project and Facilities Manager
Ryan Bonifas, General Manager Grand River Center and Five Flags Civic Center

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007 · 2012 2013 · 2017

TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Grand River Center Presentation of FY 2025 Annual Report

DATE: October 13, 2025

INTRODUCTION

The purpose of this memorandum is to request the opportunity for Ryan Bonifas, General Manager of the Grand River Center and Five Flags Civic Center, to make a presentation to the City Council for the FY 2025 Annual Report.

DISCUSSION

OVG 360 is the private management company in charge of day-to-day operations for the Grand River Center. The management contract has a requirement for an annual report to the City Council. Ryan Bonifas, General Manager, would like to present activities in the last fiscal year, as well as plans for the future.

ACTION STEP

I request time on the Council agenda for Ryan to share the FY 25 Annual Report.

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

cc: Ryan Bonifas, General Manager Grand River Center and Five Flags Civic Center
Jared Charland, Project and Facilities Manager

GRAND RIVER CENTER

2025 Annual Report

MEETINGS | GALAS | CONVENTIONS | WEDDINGS |
SPORTING EVENTS | TRADE SHOWS

GRANDRIVERCENTER.COM

ABOUT US

Situated along the magnificent Mississippi River, adjacent to deluxe lodging, gaming and entertainment venues and within walking distance of historic downtown Dubuque, the Grand River Center features a diverse, intimate atmosphere where you will enjoy dedicated service and the finest cuisine.

You will find the perfect venue for every occasion within one facility. Our Grand Ballroom is the ideal setting for weddings, banquets, holiday parties, or any formal gathering. The enchanting all-glass "River Room" offers breathtaking views for intimate gatherings, while the expansive Exhibit Hall provides a versatile space for large crowds and dynamic events, together creating an ideal backdrop for unforgettable occasions!

A WORD FROM OUR GENERAL MANAGER

Ryan Bonifas, MS, CVP

This year has been one of milestones and momentum for the Grand River Center & Oak View Group. From the dedication of our team to the support of our community, we've strengthened our reputation as a premier destination for conventions, events, and great experiences.

We are proud to have been recognized with Gold for Best Convention Center in the Midwest through the NorthStar Stella Awards — an honor that exemplifies the hard work and professionalism of every member of our staff. In addition, achieving Sensory Inclusive Certification through KultureCity demonstrates our commitment to making every guest experience accessible, welcoming, and memorable.
Our success is fueled by innovation and collaboration. This year, we focused on refining our operations, enhancing service, and creating experiences that leave a lasting impression on both visitors and our community. Every decision and improvement is guided by a single goal: to ensure the Grand River Center continues to exceed expectations and set the standard for hospitality in the region.

As we move forward, we do so with energy, purpose, and a continued commitment to excellence. The Grand River Center is not just a venue — it's a place where unforgettable moments are made, and we are honored to bring those moments to life every day.

Ryan Bonifas, MS, CVP
General Manager
Grand River Convention Center, OVG

A WORD FROM THE MAYOR OF DUBUQUE

Brad Cavanagh

As Mayor of the City of Dubuque, I am pleased to share our support for the City's new partnership with Oak View Group (OVG) to manage the Grand River Center. The goal of this partnership is to ensure that this premier convention and event facility continues to serve as a community and regional asset.

Public/private partnerships like this have been and will continue to be key to Dubuque's success. By collaborating with OVG, we plan to strengthen the Grand River Center's ability to attract regional and national conferences, enhance guest experiences, and generate positive economic impact for local businesses.

On behalf of the Dubuque City Council, thank you for your continued support of the Grand River Center and of the City's efforts to create a thriving, welcoming community for all.

Brad Cavanagh
Mayor of Dubuque
City of Dubuque

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

A WORD FROM TRAVEL DUBUQUE

Keith Rahe

Travel Dubuque is proud of our partnership with the Grand River Center in growing Dubuque's tourism economy through the meetings and events held at this facility.

We have seen firsthand the dedication of the Grand River Center's staff and leadership – not only in securing new business, but also in cultivating lasting relationships with returning groups. Equally important is the center's commitment to accessibility for our local organizations and nonprofits, ensuring that this beautiful space continues to serve both visitors and residents alike.

When the convention center is full, the impact reaches far beyond its doors. Attendees experience Dubuque hospitality while supporting our hotels, restaurants, shops, and attractions. Each event creates a ripple effect that sustains local jobs and drives economic growth throughout our community.

As we look ahead, Travel Dubuque is excited to build upon this momentum and continue working with the Grand River Center team to attract more business and showcase all that Dubuque has to offer.

Keith Rahe
President & CEO
Travel Dubuque

ORGANIZATIONAL STRUCTURE

- City of Dubuque Parks & Recreation Director
  - Oak View Group Regional
    - General Manager
      - Office Manager
        - Director of Sales & Marketing
          - Sales Manager
          - Catering Sales Manager
          - Sales & Marketing Manager
        - Director of Finance
        - Executive Chef
          - Executive Sous Chef
          - Kitchen Staff
        - Director of Events & Catering
          - Event Manager
          - Event Manager
          - Front of House Staff
        - Director of Operations
          - Operations Manager
          - Chief Engineer
          - Maintenance Lead
          - Maintenance Tech

VENUE AT A GLANCE

VISION

The Grand River Center offers 86,000 square feet of versatile event space, including an exhibit hall, ballroom, meeting rooms, and the stunning all-glass River Room—perfect for more intimate gatherings.

The Grand River Center, opened in 2003, has become a valuable asset to the community, hosting a wide range of events including cheer & dance competitions, Circus on Ice, trade and consumer shows, car shows, political town halls, and other special events.

MISSION

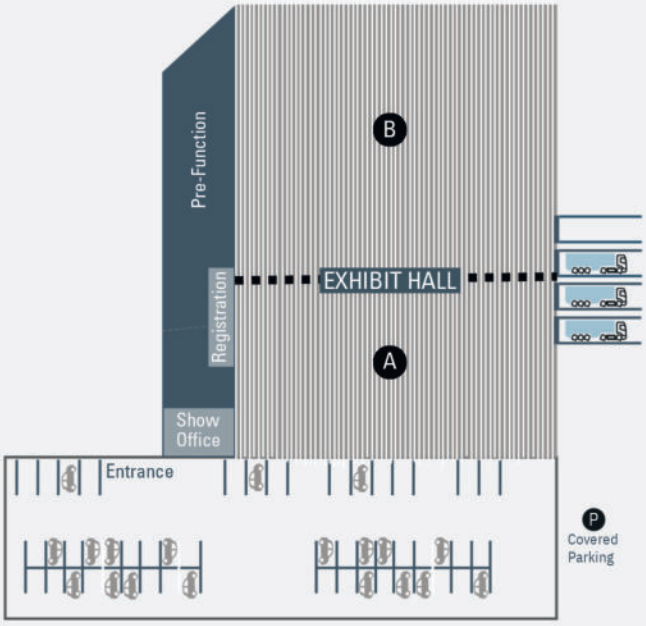
To be a positive disruption to business as usual in the sports, live entertainment and hospitality insustires.

BUILDING SPECIFICATIONS

Exhibit Hall - 30,000 square feet
Ballroom - 12,000 square feet
Meeting Rooms 1,2,3 - 6,000 square feet
Meeting Rooms 4,5,6 - 6,000 square feet
River Room - 2,500 square feet

FACILITY OVERVIEW

The Grand River Center offers more than 86,000 square feet of versatile exhibit, meeting, and event space—an ideal setting for conferences, conventions, trade shows, banquets, and more. Level 1 features the spacious Exhibit Hall. Level 2 features the ballroom, as well as six flexible meeting room blocks with direct access to the Skywalk. Level 3 highlights the River Room, an all-glass venue with a balcony overlooking the Riverwalk and the Mississippi River.



lower Level

Exhibit Hall

- Exhibit Hall A
- Exhibit Hall B

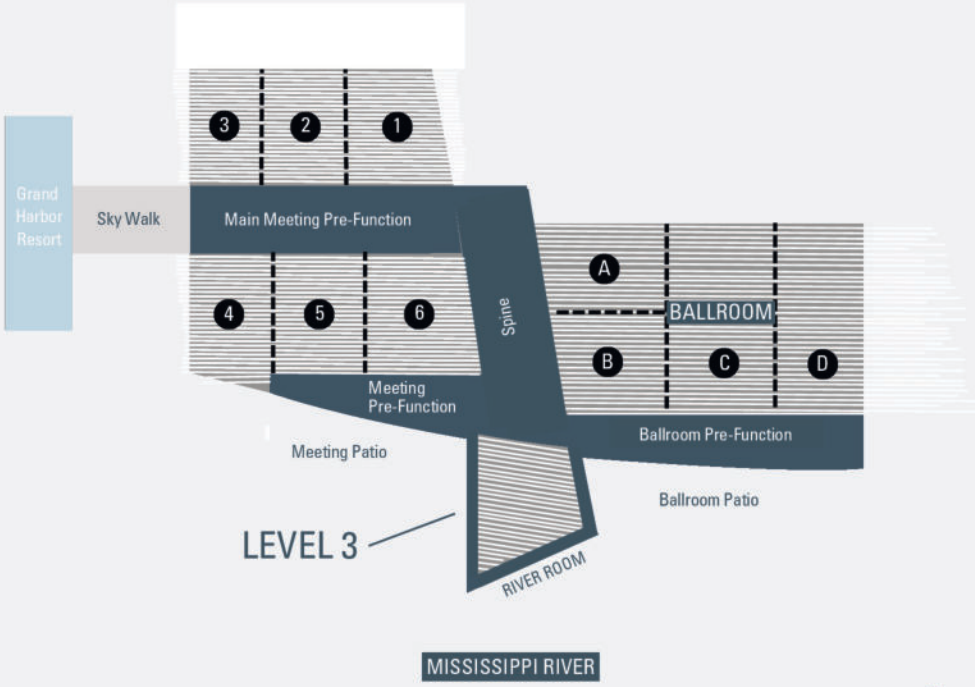
Registration
Show Office
Pre-Function
Parking Garage
Loading Docks

Upper Level

Ballroom

- Salon A
- Salon B
- Salon C
- Salon D

Ballroom Pre-Function
Meeting Rooms 1,2,3
Meeting Rooms 4,5,6
Spine
Main Meeting Pre-Function



OVG CORPORATE SUPPORT

GENERAL MANAGER

- Monthly OVG Convention Center Call
- Weekly Regional Manager Call
- Attended the annual OVG VenuesNow Conference
- On-site Regional Venue Support as needed

SALES

- Monthly Director of Sales Call

MARKETING

- Convention Center Monthly OVG Marketing Call

EVENTS

- OVG Director of Events Call
- OVG Events & Professional Development Committee Call
- OVG Event Manager Networking Planning Call

FINANCIALS

- Monthly Convention Center Director of Finance Call
- Monthly Financial Review

CULINARY

- Weekly Regional Food & Beverage Call

OUR TEAM

Ryan Bonifas | MS, CVP
General Manager

Rick Stecher
Director of Finance

Sherri Sherman
Office Manager

Rachel Clisch
Director of Sales & Marketing

Kyla Lindsey
Sales & Marketing Manager

Lorelei Bahl, CWP
Catering Sales Manager

Teri Witt
Sales Manager

Eliza Wilson
Director of Events

Carley Davis
Event Manager

Matt Rados
Event Manager

Jayme Mescher
Director of Operations

Joe Klecker
Operations Manager

Don Lorenz
Chief Engineer

Ryne Schlosser
Set Up Lead

Lee Wilson
Maintenance Lead

Chef Ray Mihalic
Executive Chef

Kassie McCarthy
Executive Sous Chef

RACHEL CLISCH

Director of Sales & Marketing

"I'm proud to celebrate another outstanding year at the Grand River Center. This report highlights our team's dedication as we expand into new markets and maximize the use of our spaces. With future bookings already surpassing past years, the outlook is strong—clear proof that clients value their experience and are reserving earlier than ever."

Kyla Lindsey
Sales & Marketing Manager

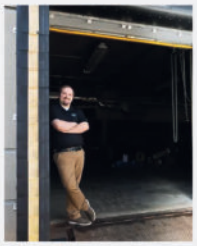
Lorelei Bahl, CWP
Catering Sales Manager

Teri Witt
Sales Manager

JAYME MESCHER

Director off Operations

"Maintaining the Grand River Center to the highest standards of cleanliness and order remains a top priority, ensuring every guest enjoys a welcoming environment. Along with regular upkeep, we continue to invest in beautification projects that enhance the look and feel of the venue. Recent upgrades to our kitchen equipment further strengthen this commitment, allowing us to elevate service quality and deliver an enhanced guest experience that reflects our dedication to excellence."



Joe Klecker
Operations Manager

Don Lorenz
Chief Engineer

Ryne Schlosser
Set Up Lead

Lee Wilson
Maintenance Lead

CHEF RAY MIHALIC

Executive Chef

"At the Grand River Center, focus and sustainability are at the heart of our culinary team. From daily tasks to long-term goals, we pay close attention to every detail to deliver the best possible guest experience. Partnering with local businesses and schools, we take on annual sustainability projects—ranging from creating our own microgreens grow room to cultivating an outdoor garden that provides fresh, homegrown ingredients for our clients."

Kassie McCarthy
Executive Sous Chef

RICK STECHER | CPA

Director of Finance

Dubuque, Iowa is proudly known as the "Masterpiece on the Mississippi," and at the Grand River Center, we see ourselves as the centerpiece of that masterpiece. Our team takes tremendous pride in this facility, a pride reflected in earning the prestigious Stella Gold Medal for Best Convention Center in the Midwest. Building on our strong partnership with the City of Dubuque, we look forward to sustaining this momentum and driving continued success in the years ahead."

VENUE AWARDS

NORTHSTAR STELLA AWARD

Best Convention Center in the Midwest

Oak View Group, operators of the Grand River Center, proudly announced in October that the venue earned the 2024 Northstar Stella Award, receiving the Gold Medal for Best Convention Center in the Midwest. This recognition highlights our commitment to excellence, reflecting both our team's dedication and the outstanding experiences we deliver at every event.

The Stella Awards celebrate achievement across the meetings and events industry, honoring hotels, convention centers, airlines, cruise lines, CVBs, and DMCs. Winners are selected from more than 8,000 votes and 1,000 nominations, recognizing excellence in service, food and beverage, sustainability, professionalism, and overall guest experience.

Receiving the 2024 Northstar Stella Award for Best Convention Center in the Midwest is a true reflection of the Grand River Center team's unwavering commitment to excellence. This recognition underscores their dedication to providing outstanding experiences for clients and guests. The Grand River Center is proud to be counted among the top venues in the region and remains committed to upholding the highest standards in service, hospitality, and event execution. This award not only honors our accomplishments but also motivates us to continually elevate the quality of future events.

VENUE AWARDS

TRAVEL DUBUQUE

2025 Outstanding Front Line Staff Award

At the 2025 Travel Dubuque Hospitality Breakfast, our very own Operations Manager, Joe Klecker, was recognized with the Outstanding Front Line Staff Award — a well-deserved honor that celebrates his exceptional contributions to both the Grand River Center and the Dubuque hospitality community.

Joe's leadership and hands-on dedication play a key role in ensuring every event hosted at the Grand River Center runs seamlessly. His professionalism, positive attitude, and willingness to go above and beyond for both guests and coworkers reflect the true spirit of hospitality. Whether assisting clients with last-minute needs or supporting his team behind the scenes, Joe continually sets a high standard for service excellence.

This recognition not only highlights Joe's personal achievements, but also represents the strong culture of teamwork, integrity, and guest care that defines the Grand River Center. His passion and commitment exemplify what it means to create exceptional experiences in Dubuque's thriving hospitality industry.

KULTURE CITY

Sensory Inclusive

In 2025, the Grand River Center proudly achieved Sensory Inclusive™ Certification through our partnership with KultureCity, a leading non-profit dedicated to creating sensory accessibility and inclusion for individuals with invisible disabilities.

This certification represents more than just a designation—it reflects our ongoing commitment to ensuring every guest feels comfortable, safe, and welcome in our venue. As part of the process, our entire staff received specialized training to recognize and respond to guests with sensory sensitivities. We also introduced sensory-friendly resources, including comfort bags equipped with noise-canceling headphones, fidget tools, verbal cue cards, and weighted lap pads, all available for guests who may experience sensory overload.

By integrating these tools and trainings into our daily operations, we are helping to break down barriers and expand access to live events, conferences, and celebrations of all kinds. The certification reinforces our belief that hospitality is for everyone, and we are proud to lead the way in building an inclusive event experience in Dubuque and the greater region.

KultureCity

CLIENT FEEDBACK

Driftless Region Beef
"Eliza & Carley were very accommodating; especially with my day of requests."
Kim Abels

Dubuque Fighting Saints
"Everyone had a blast!"
Casey Weitz

Alliant Energy
"It's been several years since we've had a meeting at GRC because of past experiences. Everything went very well with this meeting."
Renee Erschen

Armor Animal Health Conference
"Everyone loved the space, how easy it was to navigate, how quickly they could go back and forth from the hotel and how responsive and friendly the staff was."
Sam Dooley

Foodliner
"The food was amazing, no complaints from anyone!"
Katy Christensen

Holy Family Catholic Schools
"Appreciated the custom menu for our event to reflect our theme."
Bob Noel

CLIENT FEEDBACK

Attitude of Gratitude | Opening Doors

"We had an excellent experience hosting our annual fundraising gala at the Grand River Center in November. The venue exceeded our expectations in every way! The food was not only delicious but also thoughtfully prepared, with creative options for both meat and vegetarian dishes. The staff was incredibly attentive, ensuring everything ran smoothly, and the space was impeccably clean, well-lit, and perfectly set up for our event. We're already looking forward to returning in the future! Thank you to the entire team at the Grand River Center for helping make our event a success!"

Natalie Finley

Key City Clash Volleyball Tournament

"We are excited to bring a large-scale volleyball tournament to Dubuque and its surrounding communities! We have long felt that Dubuque was primed for an event like this and the turnout for this inaugural event is phenomenal. It speaks to growth of the sport of volleyball, but also to Dubuque's ability to attract teams from almost 300 miles away. Special thanks to Travel Dubuque and the Grand River Center for assisting in brining this event to Dubuque! The Grand River Center facilities and staff rival any market we have worked with and exceeded our expectations!

Andy Cavins

U.P.A. Weight Lifting

"The Grand River Center is the best venue in the Midwest. I run 4 events a year there. The set up is perfect for my competitions. The staff is easy to work with and is nicely located around restaurants and hotels."

Bill Carpenter

CLIENT SURVEYS

After every event, we send a survey to the primary contact to capture valuable feedback about their experience. Each July, we launch a new round of surveys, asking clients to rate key aspects of their event on a 1–10 scale.

- Cleanliness 9.14/ 10
- Courtesy of Building Staff 9.29/ 10
- Parking 9.29 / 10
- Quality of Food 8.76 / 10
- Client rating of GRC before event 8.4/ 10
- Client rating of GRC after event 9 / 10
- Client overall rating of event at the GRC 9.04 / 10

ECONOMIC IMPACT

Month	Total Event Impact
July	$220,202.00
August	$355,354.00
September	$257,477.00
October	$1,117,358.00
November	$228,010.00
December	$171,466.00
January	$691,345.00
February	$1,965,509.00
March	$513,487.00
April	$1,291,272.00
May	$203,350.00
June	$90,865.00
TOTAL	$7,105,695.00

SUSTAINABILITY

Microgarden

We've introduced a unique microgreen growing system in our convention center kitchen. This system includes a variety of live plants, herbs, and vegetables, which we now incorporate into our event dishes.

Composting

We've started composting at our convention center to turn food scraps into nutrient-rich compost for local parks and community gardens.

Agave Straws

We have eliminated all plastic straws and switched to Agave Straws, which are better for the environment and can be composted in our composting unit!

Recycling

We take great pride in reducing waste, conserving resources, and supporting a healthier environment by ensuring materials are reused and repurposed instead of ending up in landfills.

Edible Garden

We grow fresh, seasonal vegetables and herbs on-site, bringing vibrant farm-to-table flavors to our event menus while enhancing both taste and sustainability for every guest.

Bottle Filling

Guests can refill and reuse water bottles at conveniently placed stations throughout the venue. This simple step supports sustainability and demonstrates our ongoing commitment to a greener, more environmentally responsible future.

COMMUNITY ENGAGEMENT

OVG continues to demonstrate its strong commitment to community engagement by investing time, resources, and energy into initiatives that extend beyond the walls of our venues. Through meaningful outreach, we partner with local organizations, schools, and nonprofits to support programs that strengthen our community and foster inclusion. From volunteer projects and fundraising efforts to educational experiences and sustainability initiatives, our team works to create opportunities that have a lasting impact. These community-focused programs reflect our belief that success is measured not only by the events we host, but also by the positive difference we make in the lives of those around us.

COMMUNITY ENGAGEMENT

- Blood Drive
- Hills & Dales Golf Outing
- St. Mark Youth Enrichment - Apples for Students
- Dubuque Trees Forever
- St. Mark Youth Enrichment with KCRS - Coat Drive
- Almost Home - Open Closet
- Habitat ReStore Dubuque
- Teresa Shelter
- Salvation Army Angel Tree
- Dubuque Food Pantry
- Almost Home - Open Closet
- Dubuque Museum of Art - Winter Art Festival
- National Mississippi River Museum
- Multicultural Family Center - Adult Prom
- Dubuque Days of Caring
- Convivium - Distribute Food Boxes
- Millwork Night Market

CRUSHIN IT COMMITTEE

The Crushin' It Committee is made up of Oak View Group staff who want to get involved in planning fun and meaningful ways to bring our team together. Anyone in the office can join, and the goal is simple: create moments that celebrate our staff and remind everyone how much their hard work matters.

Each month, the committee comes up with different activities and events to get everyone involved, from small celebrations to team-building ideas. It's all about making work a little more enjoyable, recognizing the amazing efforts of our staff, and keeping our workplace connected.

MILESTONES

168
EVENTS HOSTED

42,754
ATTENDEES

FINANCIAL RESULTS

	Actual	Budget	Variance
Number of Events	168	181	(13)
Number of Attendees	42,754	43,700	(946)
Rental & Service Income	275,586	280,216	(4,630)
Ancillary Income	1,594,887	2,308,713	(713,826)
Service Cost	158,528	103,311	(55,217)
Ancillary Expense	320,148	428,030	(107,882)
Total Net Event Income	1,391,797	2,057,588	(665,791)
Indirect Expense	2,294,161	2,861,074	(566,913)
Other Income	38,214	3,500	(34,714)
Total Net Operating Income (Loss)	(864,150)	(799,987)	(64,164)

SIGNATURE EVENTS

Travel Dubuque Hospitality Breakfast

The Grand River Center was proud to host the 2025 Travel Dubuque Hospitality Breakfast, bringing together local tourism and hospitality professionals to celebrate excellence across the industry. The morning also recognized individuals who go above and beyond to enhance Dubuque's visitors' experience. One of our very own, Operations Manager, Joe Klecker, received the Outstanding Front Line Staff Award for his exceptional service and leadership.

Key City Volleyball Clash

The Grand River Center hosted the inaugural Key City Volleyball Clash, attracting teams from across the Midwest. With over 3,500 players and spectators, the event expanded to Five Flags Arena, UW–Platteville, and Peosta Community Center. Following its success, the tournament returns in 2026 with two events.

SIGNATURE EVENTS

Circle Wisconsin

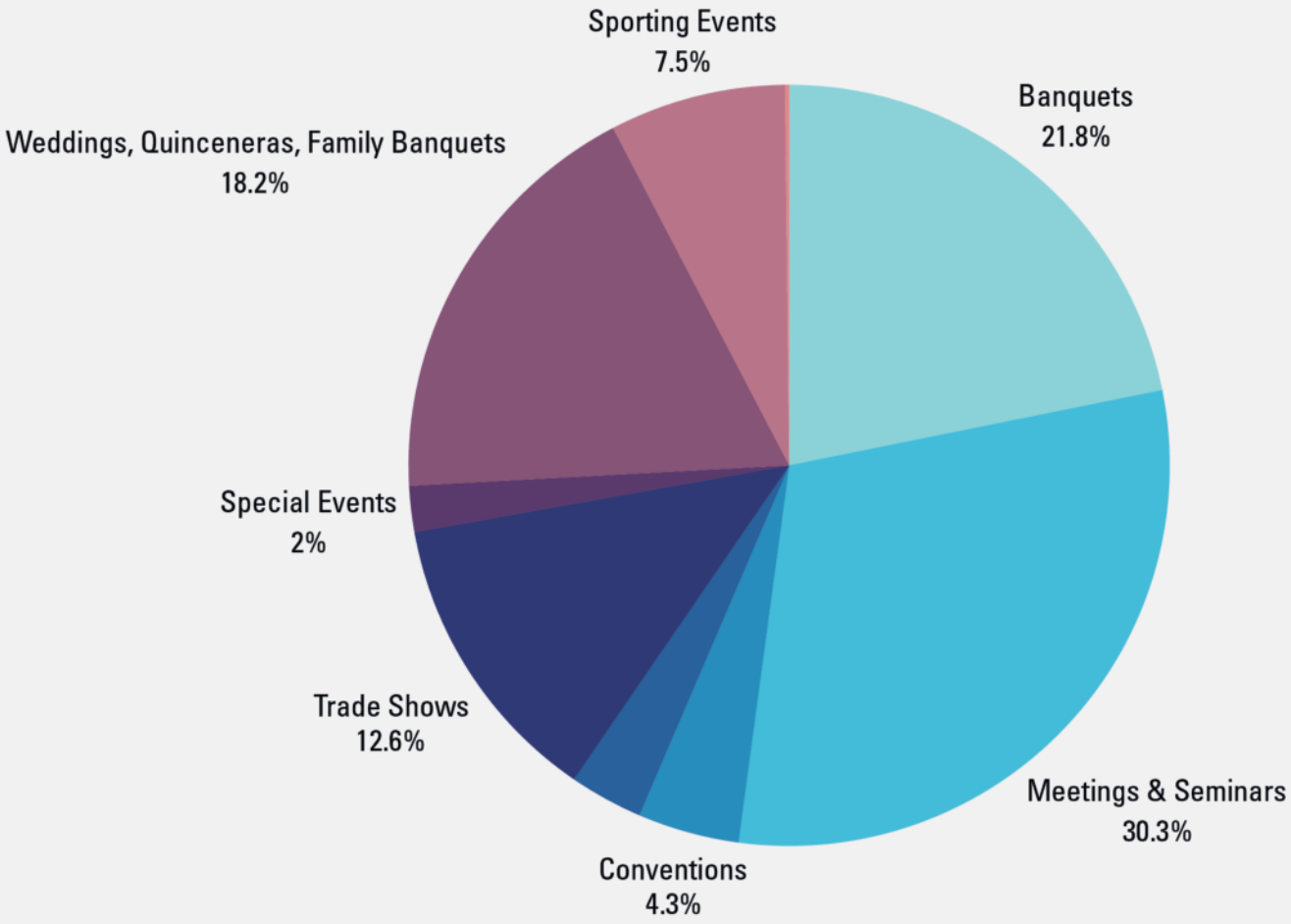
The Grand River Center was proud to serve as the host venue for the Circle Wisconsin Midwest Marketplace, a premier travel and tourism event that brings together tour operators, destinations, and attractions from across the Midwest. The multi-day conference provided an opportunity for industry professionals to network, share ideas, and collaborate on future group travel experiences.

Honor Flight

The Honor Flight of Dubuque and the Tri-States brought an incredible sense of pride and community to the Grand River Center this year. The building was filled with red, white, and blue as families, friends, and supporters gathered to welcome veterans home from their trip to Washington, D.C. Hosting this heartfelt event was a true honor, as it reflected the community's deep appreciation for those who have served and highlighted the Grand River Center's role in bringing people together for meaningful celebrations.

EVENT MIX

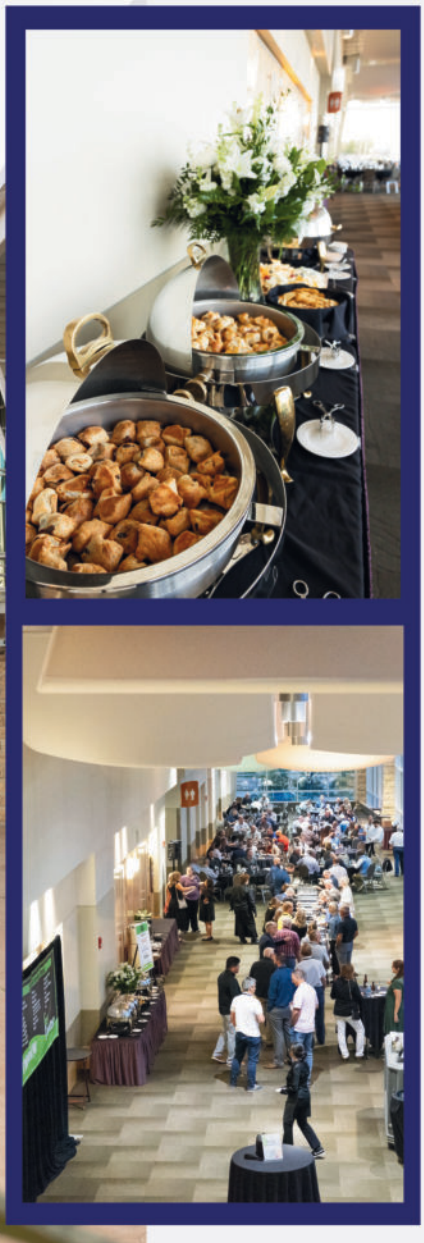
We hosted 168 total events this fiscal year with great success! Our event mix was heavily weighted in meetings/seminars with 30.3% of events hosted in this even type followed by banquets with 21.8%.



ONE VENUE.
INFINITE POSSIBILITIES.

GRAND RIVER CENTER

GRAND RIVER CENTER



GRAND RIVER CENTER UP

GRAND RIVER CENTER
500 Bell Street | Dubuque, Iowa 52001

T: 563.690.4500
F: 563.239.9748

Marie Ware
Director of Parks & Recreation | City of Dubuque
2200 Bunker Hill Road
Dubuque, Iowa 52001

Dear Mrs. Ware,

I am writing to formally request the opportunity to present the 2025 Annual Report of the Grand River Center at the City Council meeting scheduled for Monday, October 20, 2025.

This presentation will highlight the significant achievements of our venue over the past year, showcasing the dedication, hard work, and collaboration of our team and partners in driving our success.

Please let me know if there is an available time slot on the agenda for this presentation. I am happy to provide any additional information or materials needed in preparation.

Thank you for your time and consideration.

Sincerely,

Ryan Bonifas, MS, CVP
General Manager
Oak View Group | Grand River Center
500 Bell St., Dubuque, IA 52001

Copyrighted
October 20, 2025

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Approving a Contract with Dubuque Main Street Providing Funds for its SWAP Grant Program
SUMMARY:	City Manager recommending City Council approval of the attached contract committing $60,000 to Dubuque Main Street for the continuation of its SWAP Grant Program. **RESOLUTION** Approving A Grant Administration Agreement With Dubuque Main Street, Ltd. To Administer The Swap Grant Program, Including City Funding
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. 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 Contract with Dubuque Main Street Providing Funds for its SWAP Grant Program

DATE: October 16, 2025

Economic Development Director Jill Connors is recommending City Council approval of the attached contract committing $60,000 to Dubuque Main Street for the continuation of its SWAP Grant Program. For several years implementation of the Central Avenue redevelopment plan has been a City Council priority.

Dubuque Main Street has a grant program (SWAP Grant) that provides matching funds to storefront redevelopment projects, up to $10,000 per project, covering costs associated with interior remodels or renovations. The initial funding came from County ARPA funds that were awarded to Dubuque Main Street in 2022. To date, the program has supported 13 projects; with $130,000 leveraging over $1,200,000 of other private and public funds, the program is having a 10:1 impact on these projects. In the final 2025 round, Dubuque Main Street received 12 applications for the remaining funds, demonstrating a significant need and desire for these funds by the private sector.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Approving a Contract with Dubuque Main Street Providing Funds for its SWAP Grant Program

DATE: October 14, 2025

INTRODUCTION

This memorandum requests approval to utilize funds previously approved for downtown redevelopment purposes to provide funding for Dubuque Main Street's Downtown SWAP Grant program including administrative costs.

BACKGROUND

As part of the FY25 budget, City Council approved Capital Improvement Project 5559900002-305-64075 (Incremental Development and Small Business Storefront Establishment Coaching in the amount of $150,000). The purpose was to support downtown storefront redevelopment in order to promote the success of small businesses, building owners, and the vitality of our downtown.

DISCUSSION

The City has already contracted with Neighborhood Evolution for $12,000 to provide group and one-on-one coaching to individuals interested in small-scale development. This leaves a substantial balance in the fund for related work.

Dubuque Main Street has a grant program (SWAP Grant) that provides matching funds to storefront redevelopment projects, up to $10,000 per project, covering costs associated with interior remodels or renovations. The initial funding came from County ARPA funds that were awarded to Dubuque Main Street in 2022. To date, the program has supported 13 projects; with $130,000 leveraging over $1,200,000 of other private and public funds, the program is having a 10:1 impact on these projects. In the final 2025 round, Dubuque

Main Street received 12 applications for the remaining funds, demonstrating a significant need and desire for these funds by the private sector.

This is the type of program that our office would propose to undertake. To avoid duplication of services, I propose that we provide funding to Dubuque Main Street to continue its SWAP Grant program, which has recently depleted its program funds – only able to fund 3 of the recent 12 applications. I believe funding for 5 projects ($50,000) and a 20% administrative fee ($10,000) is appropriate at this time, to be reevaluated at a future date to consider additional funding.

To align with the City Council's 2025-2027 High Priority of "Continued Implementation of Central Avenue Revitalization Plan," we will require Dubuque Main Street to award additional points to projects along the Central Avenue Corridor when scoring applications.

BUDGET IMPACT

No budget impact, as funds have already been allocated for this purpose, with an adequate balance in the fund to support this request.

RECOMMENDATION

I respectfully request approval of the attached contract committing $60,000 to Dubuque Main Street for the continuation of its SWAP Grant Program. This aligns with several of the City Council's Goals (1. Financially Responsible, High-Performance City Organization: Sustainable and Effective Service Delivery; 2. Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity; and 3. Livable Neighborhoods and Housing: Great Place to Live).

GRANT ADMINISTRATION AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE MAIN STREET, LTD.

THIS AGREEMENT, dated for reference purposes the ___ day of _____, 2025, by and between the City of Dubuque, Iowa (City) and Dubuque Main Street, Ltd., an Iowa non-profit corporation (Agency).

WHEREAS, the City Council of the City of Dubuque has previously budgeted funding for "Incremental Development and Small Business Storefront Establishment Coaching"; and

WHEREAS, City desires to dedicate grant funding for downtown storefront redevelopment; and

WHEREAS, City staff have determined it is necessary to partner with an organization for the administration of such grant support; and

WHEREAS, Agency administers a SWAP Grant Program (the Program) to provide grant support for downtown storefront redevelopment; and

WHEREAS, City staff have identified Agency as an appropriate organization to facilitate the administration of City funds for the Program.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICE.

1.1 Agency shall accept applications for the Program funds (Applications) as described in Exhibit A.

1.2 Applications for projects eligible under the Program (Projects) will be scored using a standard rubric.

1.3 In its scoring rubric, Agency shall give preferential consideration to Applications for projects located on Central Avenue between 11th Street and 22nd Street.

1.4 Agency shall ensure each Project complies with the requirements of the Program as described in Exhibit B.

1.5 Agency shall disburse at City's sole discretion up to Ten Thousand Dollars ($10,000.00) to Candidates per the Program requirements upon certificate of occupancy of the eligible Project.

1.6 Agency shall keep records of all Applications and eligible expenses paid from any and all funding committed in this Agreement (the Funds).

1.7 Agency shall maintain all records of receipt of and payment of the Funds for a period five (5) years after the close out of the fiscal year and deliver such records to City upon written request from City.

SECTION 2. CITY RESPONSIBILITIES. City designates the Economic Development Director to act as its representative with respect to the services to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define City's policies and provide decisions in a timely manner pertinent to the services covered by this Agreement until Agency has been advised in writing by City that such authority has been revoked.

SECTION 3. TIME OF PERFORMANCE. This Agreement shall take effect upon execution by both parties (the Effective Date). The Term of this Agreement shall be from the Effective Date through June 30, 2026 unless City provides a written extension.

SECTION 4. COMPENSATION

4.1 City shall pay Agency an amount not to exceed Five Thousand Dollars ($5,000.00) as compensation for the services provided by Agency as listed in Section 1 upon execution of this Agreement and within ten (10) days of receipt by City of the invoice.

4.2 City shall pay Agency an amount not to exceed Eleven Thousand Dollars ($11,000.00) as compensation for the services provided by Agency as listed in Section 1 for each approved Application, up to a maximum of Five (5) Applications, which payment shall constitute full and complete compensation for such services.

4.2 Compensation shall also be paid by City to Agency upon receipt of an invoice identifying an approved Application information within ten (10) days of receipt by City of the invoice.

SECTION 5. AUDIT AND EVALUATION. Inasmuch as the funds to be provided to Agency by City are public funds, Agency agrees that it will maintain books of account in accordance with Generally Accepted Accounting Standards together with necessary documentation to support all expenditures. The records of Agency, including payroll accounts and other records of disbursements and receipts, and other records relating to the performance of the activities herein specified, shall be made available for inspection by City or any Certified Public Accountant acting on its behalf, in order to ascertain performance of Agency under this Agreement. Agency agrees to retain such records for not less than three (3) years.

SECTION 6. REPORTING AND MONITORING.

6.1 Agency shall provide to the Economic Development Director a report detailing its activities related to the use of the Funds. Such report shall include a performance report on the program(s) supported by the Funds and a financial report on the use of the Funds, which shall be rendered no later than June 30, 2026.

6.2 If Agency has an annual audit performed, Agency shall provide City with a copy of the annual audit report within ninety (90) days of the end of Agency's fiscal year.

SECTION 7. LEGAL COMPLIANCE. Agency is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Agency's obligations under this Agreement, including but not limited to the laws outlined in Exhibit C, and hereby represents and warrants that Agency is in compliance with the same as of the Effective Date and further represents that during the Term Agency will remain in compliance. Agency shall require all contractors and subcontractors providing services under this Agreement to also certify compliance with this Section.

SECTION 8. TERMINATION OF AGREEMENT.

8.1 If, through any cause, Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to Agency of such termination and specifying the effective date thereof which shall be not less than thirty (30) days before the effective date of such termination. If Agency shall fail to cure its default to the satisfaction of City in City's sole discretion within such thirty-day period, this Agreement shall be deemed terminated at the end of such thirty-day period without further action of either party.

8.2 Upon termination of this Agreement, Agency shall return to City all unexpended Funds and/or any Funds utilized for purposes other than stated in this Agreement.

SECTION 9. ASSIGNABILITY. Agency shall not assign any interest in this Agreement without the prior written approval of City in City's sole discretion.

SECTION 10. INSURANCE. At the time of execution of this Agreement by Agency, Agency shall provide City copies of Agency's insurance certificates showing compliance with the insurance requirements of Insurance Schedule G, included as Exhibit D.

CITY OF DUBUQUE, IOWA

By: _____

DUBUQUE MAIN STREET, LTD.

By: _____

Michael C. Van Milligen

David Barba, Executive Director

EXHIBITS

EXHIBIT A	Application
EXHIBIT B	Program Requirements
EXHIBIT C	Legal Compliance
EXHIBIT D	Insurance Schedule G

EXHIBIT A

APPLICATION

DUBUQUE MAIN STREET

Dubuque Main Street & Dubuque County Swap Grant Program Grant Application

Applicant's Name_____

Mailing Address_____

Telephone_____
(Cell/Home) (Work)

Project Address_____

Does the applicant own the building? Yes_____ No_____

If no, who owns the building?_____

Please include a letter of support from the property owner.

Owner's Contact Info_____

Estimated Project Cost:_____Funds Requested: _____

It is understood that the Applicant will be in good standing and actively support and/or participate in the programs and activities of Dubuque Main Street.

The undersigned applicant affirms that the information submitted herein is true and accurate to the best of my (our) knowledge. I (we) have read and understand the conditions of the Dubuque Main Street/Dubuque County Swap Grant Program and agree to abide by its conditions and guidelines.

_____
Signature of Applicant Date

_____
Signature of Applicant Date

Return application; Project Description; Budget; Rendering or Drawing; Impact Statement to:

Dubuque Main Street • dbarba@dubuquemainstreet.org

For more information: 563.588.4400 or dbarba@dubuquemainstreet.org

Applications will be accepted until all program funds are disbursed.

EXHIBIT B

PROGRAM REQUIREMENTS

DUBUQUE MAIN STREET

Dubuque Main Street & Dubuque County
SWAP Grant Program

It is the intent of the Dubuque Main Street (DMS) and Dubuque County to provide financial incentives to property owners and businesses to assist them in restoring and rehabilitating the interior of their property. Applicants must be Business Investors in the DMS organization.

Objectives: The primary objective of the DMS & Dubuque County SWAP Grant Program is to revitalize properties in downtown Dubuque by preserving and restoring existing buildings.

Guidelines: The grant can equal but not exceed 50 percent (1:1 match) of the total project cost. Multiple projects may be granted from this pool with a minimum award of $2,000 and a maximum of $10,000 for each grantee. The DMS Economic Vitality Committee will carefully examine applications to determine which project(s) will most contribute to the overall quality of downtown Dubuque, and award dollars accordingly. DMS & Dubuque County SWAP Grant Program will provide technical assistance along with a grant to building owners that meet the following guidelines:

- The grant program will be administered by DMS.
- The Economic Vitality Committee will determine eligibility and make recommendations to the Executive Committee for final approval of the grant.
- Selection to participate in the program will be based upon the applicant's consistency with the goals of the Economic Vitality Committee and upon commitment to proceed with the building improvements.
- Applicants must submit a DMS & Dubuque County SWAP Grant Program Application, along with cost estimates from a contractor, detailing the work to be done. Applications will be accepted until all funds are distributed. Incomplete applications will be returned with a list of the missing or incomplete information.
- Work is expected to be completed and bills submitted within 18 months of the grant award date. A complete copy of bills from expenses relating to the project must be presented to the Economic Vitality Committee before the grant money will be awarded. The amount of the grant may be adjusted if the actual cost is lower than the estimated cost.
- A final inspection of the project by the Economic Vitality Committee will be conducted before the grant payment is issued. Any deviations from the approved application may disqualify the Recipient of all or part of previously approved grant monies.

Examples of Eligible Projects:	**Examples of Ineligible Projects:**
Windows	Inventory
Floor, Wall, and Ceiling Repair	Furniture
Permanent Fixtures	Roof
HVAC	Facade
Fees & Permits	Sidewalk
Clean-Outs, Dumpsters	Fire Escapes
Design Plans	

Design review by the City Planning Department and/or the Historical Preservation Commission may be necessary, if required by ordinance. Language from the National Park Service Technical Preservation Services Briefs, the Secretary of the Interior's Standards for Building Rehabilitation, the City of Dubuque Design Guidelines and other pertinent documents may be attached as a condition of the rehab, if the committee deems it necessary. In order to receive reimbursement for repointing, a mortar analysis sample may be requested.

Reimbursement is for labor and material costs associated with façade improvements. Reimbursable expenditures must be documented. Grants will be disbursed upon completion of work at a rate of $.50 for each $1.00 of presented, qualified costs.

Approval Process:

1. Application review/recommendation by DMS Economic Vitality Committee
2. Grant applicant approval recommendations will be reviewed/approved by DMS Executive Committee
3. Grant recipient will be notified by DMS, and the 18-month permitted construction period begins
4. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT C

LEGAL COMPLIANCE
(Where Applicable)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

b) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

d) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

e) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

f) The Civil Rights Restoration Act of 1987, (PL 100-209); (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

g) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

h) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

i) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

j) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

k) Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

l) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91- 616, as amended – 42 U.S.C. § 4541, et seq.

EXHIBIT D

INSURANCE SCHEDULE G

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: _____Yes ___X___No

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

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

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

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

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.

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

RESOLUTION NO. _____ - 25

APPROVING A GRANT ADMINISTRATION AGREEMENT WITH DUBUQUE MAIN STREET, LTD. TO ADMINISTER THE SWAP GRANT PROGRAM, INCLUDING CITY FUNDING

WHEREAS, City of Dubuque funds (the Funds) have been allocated for the purpose of supporting downtown storefront redevelopment; and

WHEREAS, the City Manager has purview over the use of the Funds; and

WHEREAS, the City Manager has reviewed and approved the use of the Funds to support Dubuque Main Street, Ltd.'s SWAP Grant Program (the Grant); and

WHEREAS, Dubuque Main Street, Ltd. has the implementation infrastructure necessary to administer the Grant; and

WHEREAS, the City Council finds that it is in the interests of the City of Dubuque to approve the Grant Administration Agreement with Dubuque Main Street, Ltd. to administer the Grant.

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

Section 1. That the Grant Administration Agreement between the City of Dubuque, Iowa, and Dubuque Main Street, Ltd., a copy of which is attached hereto, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute the Grant Administration Agreement on behalf of the City of Dubuque.

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

Passed, approved and adopted this 20th day of October, 2025.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
October 20, 2025

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	Quarterly Update on New Housing Projects Video
SUMMARY:	Communications Office staff will show a quarterly update video on new housing projects within the city. The video can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/ZOkxJy781Yg?si=AX-SW9feMIx_wqdX
SUGGUESTED DISPOSITION:	Receive and File; Video

ATTACHMENTS:
None

Copyrighted
October 20, 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